

**SERIES PROSPECTUS dated 27 October 2015**

**ARGENTUM CAPITAL S.A.**

*(a public limited liability company (société anonyme) incorporated under the laws of Luxembourg, having its registered office at 51 Avenue J.-F. Kennedy, L-1855 Luxembourg and registered with the RCS Luxembourg under number B.182.715) (the “Company”)*

**acting in respect of Compartment GAP 2477 and 2478 November 2015**

**Issue of**

**Series 2015-61**

**Class A up to SEK 200,000,000 Secured Repackaged Equity-Linked Notes due 2022 (the “Class A Notes”)**

**Class B up to SEK 200,000,000 Secured Repackaged Equity-Linked Notes due 2022 (the “Class B Notes”)**

This document (this “**Prospectus**”) has been approved by the Central Bank of Ireland (the “**Central Bank**”) as competent authority under the Prospectus Directive 2003/71/EC (as amended by Directive 2010/73/EU) (the “**Prospectus Directive**”). The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application has been made to the Irish Stock Exchange plc (the “**Irish Stock Exchange**”) for the Class A Notes, and the Class B Notes (together, the “**Notes**”) to be admitted to the Official List of the Irish Stock Exchange (“**Official List**”) and trading on its regulated market. Such market is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC. Application has also been made for the Notes to be admitted to trading and listed on the regulated market of NASDAQ OMX Stockholm AB (the “**Stockholm Stock Exchange**”).

This document constitutes a Prospectus for the purposes of the Prospectus Directive (the “**Prospectus**”).

This Prospectus is available on the Irish Stock Exchange’s website ([www.ise.ie](http://www.ise.ie)).

The Company is subject to the Luxembourg act dated 22 March 2004 on securitisation, as amended (the “**Securitisation Act 2004**”). Under the Securitisation Act 2004, the Company, as a regulated entity within the meaning of the Securitisation Act 2004, is entitled to issue securities to the public on an ongoing basis.

This Prospectus contains information relating to the Notes issued by the Company acting in respect of Compartment GAP 2477 and 2478 November 2015 (the “**Compartment**”) created by the board of directors of the Company (in such capacity, the “**Issuer**”). The Issuer’s liabilities in respect of such Notes will be allocated to the Compartment and will be segregated from the Company’s other assets and liabilities and from the assets and liabilities allocated to any other compartments created by the Company. The Mortgaged Property is in principle exclusively available to satisfy the rights of the holders of the Notes and the rights of the other creditors whose claims have arisen as a result of the creation, the operation or the liquidation of the Compartment, as contemplated by the articles of association of the Company (the “**Articles**”).

Claims of the Noteholders will be limited in recourse to the Mortgaged Property for the Notes which includes, among other things, (i) the Original Collateral; and (ii) the rights of the Issuer under (a) the Asset Swap Transactions and (b) the Equity Swap Transactions, with the claims in respect of each Class of Notes ranking *pari passu* with one another (see “*Risk Factors - Contracting on a limited recourse basis*” and “*Risk Factors - Risks relating to the Notes - Limited recourse obligations*” on pages 22 and 27 of the Company’s Base Prospectus dated 4 September 2015, together with sections of this Prospectus entitled “*Risk Factors*”, “*Transaction Description*” and “*Questions and Answers*”).

Noteholders, by subscribing for the Notes, expressly accept, and shall be deemed to be bound by, the provisions of the Securitisation Act 2004 and, in particular, the provisions on limited recourse, no petition, subordination and priority of payments and deliveries.

The Notes are linked to the Original Collateral and are equity-linked. Each Class of Notes is linked to the same type of Original Collateral and to the related Equity Swap Transaction referencing the performance of the Equity Basket. Certain risks relating to the Notes and an explanation as to the nature of such credit-linkage and equity linkage are set out below, in particular in the sections of this Prospectus entitled “*Risk Factors*”, “*Transaction Description*” and “*Questions and Answers*”.

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 of securities to the public as defined under the Prospectus Directive, the Issuer may be responsible to the Investor for this Prospectus only if the Issuer is acting in association with that Offeror to make the offer to the Investor. Each Investor should therefore verify with the Offeror whether or not the Offeror is acting in association with the Issuer. If the Offeror is not acting in association with the Issuer, the Investor should check with the Offeror whether anyone is responsible for this Prospectus for the purposes of Article 6 of the Prospectus Directive as implemented by the national legislation of each European Economic Area Member State 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 this Prospectus and/or who is responsible for its contents it should take legal advice.

Each Class of Notes will be issued in registered form and will be represented by a Global Certificate.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or any state securities laws of any state or other jurisdiction of the United States, and the Issuer is not and will not be registered under the United States Investment Company Act of 1940, as amended. The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, any U.S. persons (as defined in Regulation S under the Securities Act) at any time.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities reviewed or passed upon the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offence in the United States.

This Prospectus contains references to credit ratings granted by Standard & Poor’s Credit Market Services Europe Limited (“**S&P**”), Fitch Ratings Limited (“**Fitch**”) and Moody’s Investors Service Ltd (“**Moody’s**”). Each of S&P, Fitch and Moody’s are established in the European Community and are registered in accordance with Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies. A rating is not a recommendation to buy, sell or hold a security and may be subject to revision or withdrawal at any time by the assigning rating agency. There can be no assurance that the assigning rating agency will continue to monitor its rating during the life of the Notes or that such rating may not be downgraded or withdrawn.

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Any websites referred to in this document do not form part of this Prospectus.

Prospective investors should be aware of the risks involved in investing in the Notes (see the section of this Prospectus entitled “*Risk Factors*”).

Dealer

**CREDIT SUISSE INTERNATIONAL**

The date of this Prospectus is 27 October 2015.

This Prospectus has been prepared for the purpose of providing information with regard to the Issuer and the Notes. The Issuer 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 information contained in the “*Description of Credit Suisse International*” section in this Prospectus has been extracted from information published by Credit Suisse International. The information contained in the “*Description of the Original Collateral Obligors*” section of this Prospectus has been extracted from information published by the Original Collateral Obligors (as defined below), save for the reference to the exchange(s) on which the Original Collateral Obligors have certain securities listed which has been extracted from the Bloomberg pages of the Original Collateral Obligors. The Issuer confirms that this information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain, no facts have been omitted which would render the reproduced information inaccurate or misleading.

In addition, the Issuer accepts responsibility, in each Member State for which it has given its consent referred to herein, for the contents of this Prospectus in relation to any person (an “**Investor**”) to whom an offer of any Notes is made by any financial intermediary to whom it has given its consent to use this Prospectus (an “**Authorised Offeror**”), where the offer is made during the period for which that consent is given and where the offer is made in the Member State for which that consent was given and is in compliance with all other conditions attached to the giving of the consent, all as mentioned in this Prospectus. However, neither the Issuer nor the Dealer has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

The Issuer consents to the use of this Prospectus in connection with the offer of the Notes during the period commencing from, and including, 28 October 2015 to, and including, 23 November 2015 (the “**Offer Period**”) by each of the following financial intermediaries in the Member State(s), and subject to the conditions, set out against their names for so long as they are authorised to make such offers under the Markets in Financial Instruments Directive (Directive 2004/39/EC):

<b><u>Intermediary</u></b>	<b><u>Member State</u></b>	<b><u>Conditions</u></b>
Garantum Fondkommission AB	Kingdom of Sweden	None

The Issuer may give consent to additional financial intermediaries after the date of this Prospectus and, if it does so, it will publish the above information in relation to them at [www.argentumcapital.lu](http://www.argentumcapital.lu) at the relevant time during the Offer Period.

An offer of the Notes may be made, subject to the conditions set out above, during the Offer Period by any of the Issuer, the Dealer or any Authorised Offeror.

Other than as set out above, neither the Issuer nor the Dealer has authorised the making of any offer of the Notes by any person in any circumstances and such person is not permitted to use this Prospectus in connection with its offer of any Notes. Any such offers are not made on behalf of the Issuer or by the Dealer or any Authorised Offerors and none of the Issuer or the Dealer or any Authorised Offerors has any responsibility or liability for the actions of any person making such offers.

**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 DEALER) IN CONNECTION WITH THE OFFER OR SALE OF THE NOTES AND, ACCORDINGLY, THIS PROSPECTUS 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.**

Neither the Trustee nor the Dealer has or will have separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is or will be made and no responsibility or liability is or will be accepted by the Trustee or the Dealer as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuer in connection with the Notes or their distribution.

No person is or has been authorised by the Issuer or the Trustee to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Dealer or the Trustee.

Neither this Prospectus nor any other information supplied in connection with the Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer, the Dealer or the Trustee that any recipient of this Prospectus or any other information supplied in connection with the Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer, each Original Collateral Obligor and each issuer of a constituent share within the Equity Basket. Neither this Prospectus nor any other information supplied in connection with the Notes constitutes an offer or invitation by or on behalf of the Issuer, the Dealer or the Trustee to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Prospectus nor the offering, sale or delivery of Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other 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 Dealer and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Notes or to advise any investor in the Notes of any information coming to their attention.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of the Notes may be restricted by law in certain jurisdictions. The Issuer, the Trustee and the Dealer do not and will not represent that this Prospectus may be lawfully distributed, or that the 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, no action has been or will be taken by the Issuer, the Trustee or the Dealer (save as specified in “*Subscription and Sale and Transfer Restrictions – Public Offer Selling Restriction under the Prospectus Directive*” below) 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. 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, Luxembourg, Ireland and the Kingdom of Sweden) and Switzerland (see the section entitled “*Subscription and Sale*” on page 268 of the Base Prospectus and the section of this Prospectus entitled “*Subscription and Sale and Transfer Restrictions*” below).

This Prospectus 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 (each a “**Relevant Member State**”) other than offers (the “**Permitted Public Offers**”) which are made on or prior to 23 November 2015 and which are contemplated in the Prospectus in the Kingdom of Sweden once the Prospectus has been approved by the Central Bank in Ireland and published and notified to the relevant competent authority in accordance with the Prospectus Directive as implemented in the Kingdom of Sweden 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 the offering contemplated in this Prospectus other than the Permitted Public Offers may only do so in circumstances in which no obligation arises for the Issuer or the 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 the Dealer have authorised nor do they authorise, the making of any offer (other than Permitted Public Offers) of Notes in circumstances in which an obligation arises for the Issuer or the Dealer to publish or supplement a prospectus for such offer.

*The Company has been established as a special purpose vehicle for the purpose of issuing asset backed securities having adopted the form of a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg. The Company’s activities are subject to the Securitisation Act 2004 and the Company is a regulated entity within the meaning of the Securitisation Act 2004. Copies of the Articles as at the date of this document have been lodged with the Luxembourg trade and companies register (Registre de commerce et des sociétés, Luxembourg) (“**RCS Luxembourg**”) and the Company is registered with the Luxembourg trade and companies register under number B.182.715.*

*The Articles are published in the Mémorial, Recueil des Sociétés et Associations (the “**Mémorial**”).*

*Under the Securitisation Act 2004, the Company, as a regulated entity within the meaning of the Securitisation Act 2004, is entitled to issue securities or its shares to the public on an ongoing basis.*

All references in this Prospectus to (i) “euro”, “EUR” and “€” are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended, (ii) “SEK” are to Swedish Krona being the lawful currency of the Kingdom of Sweden and (iii) “United States Dollar”, “USD” or “\$” are to United States Dollar being the lawful currency of the United States of America.

## TABLE OF CONTENTS

<b>SUMMARY</b> .....	7
<b>RISK FACTORS</b> .....	26
<b>TRANSACTION DESCRIPTION</b> .....	46
<b>QUESTIONS AND ANSWERS</b> .....	61
<b>DOCUMENTS INCORPORATED BY REFERENCE</b> .....	69
<b>ISSUE TERMS</b> .....	70
<b>SCHEDULE 1 TO THE ISSUE TERMS – ADDITIONAL DEFINITIONS</b> .....	87
<b>SCHEDULE 2 TO THE ISSUE TERMS – AMENDMENTS TO MASTER CONDITIONS</b> .....	90
<b>SCHEDULE 3 TO THE ISSUE TERMS – PROVISIONS RELATING TO EUROCLEAR SWEDEN</b>	96
<b>DESCRIPTION OF THE COMPANY AND THE COMPARTMENT</b> .....	99
<b>DESCRIPTION OF THE SWAP AGREEMENT</b> .....	101
<b>DESCRIPTION OF THE ASSET SWAP TRANSACTIONS</b> .....	105
<b>DESCRIPTION OF THE EQUITY SWAPS</b> .....	106
<b>DESCRIPTION OF CREDIT SUISSE INTERNATIONAL</b> .....	112
<b>DESCRIPTION OF THE ORIGINAL COLLATERAL</b> .....	113
<b>DESCRIPTION OF THE ORIGINAL COLLATERAL OBLIGORS</b> .....	114
<b>LUXEMBOURG TAXATION</b> .....	116
<b>SWEDISH TAXATION</b> .....	118
<b>IRISH TAXATION</b> .....	119
<b>SUBSCRIPTION AND SALE AND TRANSFER RESTRICTIONS</b> .....	120

## SUMMARY

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

This Summary relates to the Class A up to SEK 200,000,000 Secured Repackaged Equity-Linked Notes due 2022 (the “**Class A Notes**”) and the Class B up to SEK 200,000,000 Secured Repackaged Equity-Linked Notes due 2022 (the “**Class B Notes**”) and together with the Class A Notes the “**Notes**”).

*This Summary is qualified in its entirety by the remainder of the Prospectus.*

<p><b>A.1 Introduction and Warnings</b></p>	<p>This summary should be read as an introduction to the prospectus (the “<b>Prospectus</b>”). Any decision to invest in the Notes should be based on a consideration of the Prospectus as a whole by the investor. Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member State, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled this summary including any translation thereof, but only if this summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Notes.</p>		
<p><b>A.2 Consent to the use of the prospectus, the offer period and other conditions of use</b></p>	<p>Argentum Capital S.A. (the “<b>Company</b>”), acting in respect of Compartment GAP 2477 and 2478 November 2015 (the “<b>Issuer</b>”) consents to the use of the Prospectus in connection with the offer of the Notes during the period commencing from, and including, 28 October 2015 to, and including, 23 November 2015 (the “<b>Offer Period</b>”) by each of the following financial intermediaries in the Member State(s), and subject to the conditions, set out against their names for so long as they are authorised to make such offers under the Markets in Financial Instruments Directive (Directive 2004/39/EC):</p>		
	<p><b>Intermediary</b></p>	<p><b>Member State</b></p>	<p><b>Conditions</b></p>
	<p>Garantum Fondkommission AB</p>	<p>Kingdom of Sweden</p>	<p>None</p>

	<p>The Issuer may give consent to additional financial intermediaries after the date of the Prospectus and, if it does so, it will publish the above information in relation to them at <a href="http://www.argentumcapital.lu">www.argentumcapital.lu</a> at the relevant time during the Offer Period.</p> <p>An offer of the Notes may be made, subject to the conditions set out above, during the Offer Period by any of the Issuer, the Dealer or any Authorised Offeror.</p> <p>Other than as set out above, neither the Issuer nor the Dealer has authorised the making of any offer of the Notes by any person in any circumstances and such person is not permitted to use the Prospectus in connection with its offer of any Notes. Any such offers are not made on behalf of the Issuer or by the Dealer or any Authorised Offerors and none of the Issuer or the Dealer or any Authorised Offerors has any responsibility or liability for the actions of any person making such offers.</p> <p><b>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 DEALER) IN CONNECTION WITH THE OFFER OR SALE OF THE NOTES AND, ACCORDINGLY, THE PROSPECTUS 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.</b></p>
<p><b>B.1 Legal and commercial name of the Issuer</b></p>	<p>Argentum Capital S.A., acting in respect of Compartment GAP 2477 and 2478 November 2015.</p>
<p><b>B.2 Domicile and legal form of the Issuer, legislation under which the Issuer operates and country of incorporation of Issuer</b></p>	<p>The Company has been established as a special purpose vehicle for the purpose of issuing asset backed securities having adopted the form of a public limited liability company (<i>société anonyme</i>) incorporated under the laws of the Grand Duchy of Luxembourg.</p>
<p><b>B.16 Description of whether the Issuer is directly or indirectly owned or controlled and by whom and nature of such control</b></p>	<p>The Company has 31,000 shares, all of which are fully paid and held by Stichting Argentum. Stichting Argentum is a foundation (stichting) incorporated under the laws of The Netherlands and is not owned or controlled by any person.</p> <p>Stichting Argentum has no beneficial interest in and derives no benefit from its holding of the issued shares. It will apply any income derived by it from the Company solely for charitable purposes.</p> <p>Stichting Argentum's Deed of Incorporation (which includes its</p>



	<p>articles of association) contains certain provisions ensuring Stichting Argentum does not abuse its position of control, including an express objects clause which stipulates that it exercises any and all rights attached to the shares of the Company in such a manner as to safeguard the interests of the Company and any and all persons concerned to the best of the foundation's ability, including in relation to any of the voting rights to the shares in the Company and to perform any and all acts that may be related, incidental or which may be conducive to safeguarding such interests.</p>
<b>B.17 Issuer Ratings</b>	Not applicable - neither the Issuer nor the Notes have been assigned a rating.
<b>B.20 Statement as to whether the Issuer has been established for the purpose of issuing asset backed securities</b>	The Company has been established in Luxembourg as a special purpose vehicle for the purpose of issuing asset backed securities.
<b>B.21 Company's principal business activities</b>	<p>The Company's principal activities are to enter into, perform and serve as a vehicle issuing asset backed securities for, any securitisation transactions as permitted under the Securitisation Act 2004.</p> <p>Credit Suisse International is the Swap Counterparty under the Swap Agreement, whose performance will affect the performance of the Notes.</p> <p>Credit Suisse International is also the Disposal Agent, Calculation Agent, Dealer and Arranger; The Bank of New York Mellon, London Branch is the Issuing and Paying Agent; BNY Mellon Corporate Trustee Services Limited is the Trustee; The Bank of New York Mellon (Luxembourg) S.A. is the Custodian, Registrar and Transfer Agent; and Sanne Group (Luxembourg) S.A. is the Corporate Services Provider in respect of the Company (and together with Credit Suisse International, The Bank of New York Mellon, London Branch, BNY Mellon Corporate Trustee Services Limited and The Bank of New York Mellon (Luxembourg) S.A., each such entity is a "<b>Programme Party</b>").</p> <p>Each Programme Party's relationship with the Issuer is to act in its respective capacity described above.</p> <p>Skandinaviska Enskilda Banken AB (publ) is the "<b>Swedish Agent</b>".</p>
<b>B.22 Statement that the Company has not commenced operations and no financial statements have been made up as at the date of the Prospectus</b>	Not applicable – the Issuer has commenced operations and has prepared financial statements.
<b>B.23 Selected key historical financial information about the Company</b>	<p>Selected historical key financial information of the Issuer with respect to the years ended 31 December 2013, 31 December 2014 and the period from 1 January 2015 to 30 June 2015 (which has been extracted from the Issuer's audited financial statements and interim unaudited financial statements, which are incorporated by reference into the Prospectus):</p> <p style="text-align: right;"><b>As at                      As at                      As at</b></p>

	<b>30 June 2015 (Unaudited) €</b>	<b>31 December 2014 (Audited) €</b>	<b>31 December 2013 (Audited) €</b>
<b>Fixed assets</b>			
Investments held as fixed assets	2,178,532,808	1,438,638,954	-
<b>Current assets</b>			
Other debtors becoming due and payable within one year	677,111	717,122	96,932
Cash at banks and in hand	106,536	30,848	30,913
<b>TOTAL ASSETS</b>	<b>2,179,316,455</b>	<b>1,439,386,924</b>	<b>127,845</b>
<b>Capital and reserves</b>			
Subscribed capital	31,000	31,000	31,000
Profit or loss brought forward	-	-	-
Result for the financial period	5,350	-	-
<b>Provisions</b>			
Other provisions	919,857,517	339,365,648	9,200
<b>Non subordinated debts</b>			
Non convertible loans becoming due and payable after more than	1,258,740,091	1,099,338,106	-

	<p>one year</p> <p>Trade creditors becoming due and payable after more than one year</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 25%; text-align: right;">682,497</td> <td style="width: 25%; text-align: right;">651,367</td> <td style="width: 25%; text-align: right;">87,110</td> </tr> <tr> <td>Tax debts</td> <td style="text-align: right;">-</td> <td style="text-align: right;">803</td> <td style="text-align: right;">535</td> </tr> <tr> <td colspan="4"><b>TOTAL</b></td> </tr> <tr> <td><b>LIABILITIES</b></td> <td style="text-align: right;"><b>2,179,316,455</b></td> <td style="text-align: right;"><b>1,439,386,924</b></td> <td style="text-align: right;"><b>127,845</b></td> </tr> </table>		682,497	651,367	87,110	Tax debts	-	803	535	<b>TOTAL</b>				<b>LIABILITIES</b>	<b>2,179,316,455</b>	<b>1,439,386,924</b>	<b>127,845</b>
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<b>LIABILITIES</b>	<b>2,179,316,455</b>	<b>1,439,386,924</b>	<b>127,845</b>														
<b>B.24 Description of any material adverse change since the date of the Company’s last published audited financial statements</b>	There has been no material adverse change in the prospects of the Company since 31 December 2014, being the date of the Company’s last published audited financial statements.																
<b>B.25 Description of the underlying assets</b>	<p>The assets securing the Notes comprise, among other things:</p> <p>(a) (i) a nominal amount of 1.5 per cent. bonds due 2022 issued by Barclays PLC (ISIN XS1116480699); and (ii) a nominal amount in EUR of 1.25 per cent. bonds due 2022 issued by Credit Suisse Group Funding (Guernsey) Limited and guaranteed by Credit Suisse Group AG (ISIN: XS1218287230) (each of (i) and (ii) a “<b>Collateral Component</b>” and together, the “<b>Original Collateral</b>”), in each case determined by reference to the EUR equivalent of the portion of the issue proceeds of each Class allocated to the relevant Collateral Component, or such other bonds issued by one of these issuers or an entity that owns, directly or indirectly, a majority of the voting power of any such issuer as may be determined by the Dealer as at the Collateral Event Observation Start Date (expected to be 26 November 2015);</p> <p>(b) the rights of the Issuer under the asset swap transactions relating to each Class of Notes (the “<b>Asset Swap Transactions</b>”);</p> <p>(c) the rights of the Issuer under the equity swap transaction relating to the Class A Notes (the “<b>Class A Equity Swap Transaction</b>”) referencing a basket of shares (the “<b>Equity Basket</b>”); and</p> <p>(d) the rights of the Issuer under the equity swap transaction relating to the Class B Notes (the “<b>Class B Equity Swap Transaction</b>”) referencing the “<b>Equity Basket</b>.”</p> <p>The Collateral Components are expected to be issued by Barclays PLC and Credit Suisse Group Funding (Guernsey) Limited respectively (each an “<b>Original Collateral Obligor</b>” and together the “<b>Original Collateral Obligors</b>”, provided that where the Collateral Components are issued by an entity that owns, directly or indirectly, a majority of the voting power of either of Barclays PLC and Credit Suisse Group Funding (Guernsey) Limited, the Original Collateral Obligor in respect of such Collateral Component shall be</p>																

	<p>such entity.</p> <p>The Collateral Components and Original Collateral Obligors shall be notified to the Noteholders on or about the Issue Date.</p> <p>The Asset Swap Transactions and the Class A Equity Swap Transaction and the Class B Equity Swap Transaction (together, the “<b>Equity Swap Transactions</b>”) will be entered into with the Swap Counterparty and governed by a 2002 ISDA Master Agreement and will become effective on the issue date of the Notes along with a credit support annex entered into by the same parties (the “<b>Credit Support Annex</b>”) under such 2002 ISDA Master Agreement (such 2002 ISDA Master Agreement, together with the confirmations documenting such Asset Swap Transactions and Equity Swap Transactions and the Credit Support Annex, the “<b>Swap Agreement</b>”).</p> <p>Under the Credit Support Annex, in respect of the Issuer’s exposure to the Swap Counterparty under the Asset Swap Transactions and the Equity Swap Transactions, the Swap Counterparty may be required to deliver to the Custodian certain securities meeting criteria set out in the Credit Support Annex (such securities, “<b>Eligible Securities</b>”) if the Issuer has an exposure to the Swap Counterparty. For so long as the Custodian (on behalf of the Issuer) is holding any Eligible Securities, they shall also comprise underlying assets for the Notes. However, the Issuer or the Trustee shall only be entitled to realise the value of such Eligible Securities in limited circumstances (being, in effect, where the Notes are to redeem in whole early). Similarly, if the Swap Counterparty has an exposure to the Issuer, the Issuer may be required to deliver some or all of the Original Collateral to the Swap Counterparty under the Credit Support Annex, in which case such assets as delivered cease to be underlying assets for the Notes.</p> <p>Credit Suisse International, whose business is banking and financial services and which is incorporated in England and Wales, is the Swap Counterparty as at the Issue Date.</p>
<p><b>B.26 Parameters within which an actively managed pool of assets backing the issue is managed</b></p>	<p>Not applicable - neither the Issuer nor any third party will actively manage a pool of assets backing the issue.</p>
<p><b>B.27 Statement regarding fungible issues</b></p>	<p>The Issuer has agreed with the Dealer that it will not issue further Securities to be consolidated and form a single Class with the Notes.</p>
<p><b>B.28 Description of the structure of the transaction</b></p>	<p>On 17 December 2015 (the “<b>Issue Date</b>”), (i) the Issuer will, subject to the provisions of the Securitisation Act 2004, use the proceeds of the issue of the Notes to purchase the Original Collateral and will enter into the Asset Swap Transactions and the Equity Swap Transactions; and (ii) the Dealer will, in consideration for receiving the Notes, procure that the Swap Counterparty enters into the Asset Swap Transactions and the Equity Swap Transactions with the Issuer.</p> <p><b>Return</b></p>

Provided that the Notes are not redeemed early, each Class of Notes will redeem on their scheduled maturity date at an amount equal to their nominal amount *plus* an equity-linked Additional Payout Amount (linked to the Equity Swap Transaction relating to such Class of Notes and as described below). Where a Collateral Event has occurred, whilst the Additional Payout Amount due on the scheduled maturity date will be the same, it is likely that the principal amount due in respect of a Note of any Class will be less than its nominal amount as a result of the reduction in nominal amount and payment of early cash redemption amount(s) in respect of such Class of Notes.

The Issuer is expected to fund payments on each Class of Notes due on their scheduled maturity date out of (a) the corresponding amount that it expects to receive from the Swap Counterparty under the relevant Asset Swap Transaction and (b) the corresponding amount it expects to receive from the Swap Counterparty under the relevant Equity Swap Transaction.

Under the Asset Swap Transactions, (i) the Issuer agrees to pay the amount in respect of interest and/or principal scheduled to be paid in respect of each Collateral Component, as at the Collateral Event Observation Start Date (expected to be 26 November 2015) to the Swap Counterparty on the business day immediately following the day on which such payments are due to be paid in respect of the relevant Collateral Component (save that where the redemption date of any Collateral Component falls after the Maturity Date of the Notes, the Issuer shall deliver such Collateral Component to the Swap Counterparty rather than making a payment to the Swap Counterparty) and (ii) the Swap Counterparty agrees to pay an amount equal to the nominal amount of the relevant Class of Notes to the Issuer on the business day immediately prior to the scheduled maturity date.

The scheduled maturity date of each Class of Notes is expected to be 21 April 2022, which may be extended due to (i) any postponement in the settlement of the Equity Swap Transaction relating to such Class of Notes and (ii) the determination by the Calculation Agent that facts exist which may (assuming the expiration of any applicable grace period) amount to a Collateral Event.

The Notes may partially redeem early following the occurrence of certain events in respect of a Collateral Component (which include the Collateral Component being called for redemption or repayment prior to its scheduled maturity date, the Collateral Component becoming payable prior to its scheduled maturity, certain failures to make payments in respect of the Collateral Component, the conversion of the Collateral Component into another instrument or a redenomination of the currency in which the principal or interest of the Collateral Component is due to be paid (each, a “**Collateral Event**”). None of the Distributor, the Issuer, the Dealer, the Trustee, any Agent or the Swap Counterparty have any obligation to monitor whether any Collateral Event has occurred or may occur in respect of any Collateral Component and/or any other developments in respect of a Collateral Component or an Original Collateral Obligor (either prior to the Issue Date or afterwards).

	<p>If a Collateral Event occurs in relation to a Collateral Component (such as Collateral Component, the “<b>Affected Collateral Component</b>”), in respect of a Class of Notes: (i) the nominal amount of each Note of such Class shall be reduced by an amount equal to the proportion of the Affected Collateral Component relating to such Class compared to the total Original Collateral; (ii) the Disposal Agent shall, on behalf of the Issuer, sell the Affected Collateral Component relating to such Class of Notes; (iii) the Calculation Agent shall determine the relevant value of the asset swap transaction relating to such Class of Notes (the “<b>Partial Class Asset Swap Value</b>”); and (iv) each Note of such Class will be partially redeemed by payment to each Noteholder of an amount equal to its <i>pro rata</i> proportion of the proceeds of the sale, <i>plus</i> (if positive) or <i>minus</i> (if negative) the Partial Class Asset Swap Value (such amount, the “<b>Collateral Event Early Cash Redemption Amount</b>”).</p> <p>The “<b>Additional Payout Amount</b>” for a Note of each Class of Notes will be its <i>pro rata</i> share of any final exchange amount payable by the Swap Counterparty to the Issuer on the settlement of the Equity Swap Transaction relating to the relevant Class of Notes (the “<b>Swap Counterparty Equity Final Exchange Amount</b>”). The Swap Counterparty Equity Final Exchange Amount, which will be dependent on the performance of the Equity Basket and the participation percentage (the “<b>Participation</b>”) applicable to such Equity Swap Transaction (determined by the Issuer, or the Calculation Agent on its behalf). The Participation:</p> <ul style="list-style-type: none"> <li>(a) in respect of the Class A Notes, is expected to be 110% (indicative only) but which may be higher or lower and in any event shall not be less than 80%; and</li> <li>(b) in respect of the Class B Notes, is expected to be 240% (indicative only) but which may be higher or lower and in any event shall not be less than 200%.</li> </ul> <p>The Class Redemption Factor and Participation applicable to each Class of Notes will be determined and notified to the Noteholders on or about the Issue Date.</p>
<p><b>B.29 Description of the flow of funds and other material forms of credit enhancement and providers thereof</b></p>	<p>The Swap Counterparty is Credit Suisse International, a company incorporated in England and Wales, whose business is banking and financial services.</p> <p>The Original Collateral Obligors are expected to be: (i) Barclays PLC, a public limited company registered in England, whose business is banking and financial services; and (ii) Credit Suisse Group Funding (Guernsey) Limited, a non-cellular company incorporated in Guernsey, limited by shares, whose principal activities involve issuing debt securities, provided that where the Collateral Components are issued by an entity that owns, directly or indirectly, a majority of the voting power of either of Barclays PLC and Credit Suisse Group Funding (Guernsey) Limited, the Original Collateral Obligor in respect of such Collateral Component shall be such entity).</p> <p>In relation to each Class of Notes, (i) the Issuer will, subject to the provisions of the Securitisation Act 2004, use the proceeds of the issue of the Notes to purchase the Original Collateral and will enter</p>

	<p>into the Asset Swap Transactions and the Equity Swap Transactions; and (ii) the Dealer will, in consideration for receiving the Notes, procure that the Swap Counterparty enters into the Asset Swap Transactions and the Equity Swap Transactions with the Issuer.</p> <p>Under the Asset Swap Transaction, the Issuer will make payments equal to the interest and/or principal that is scheduled to be paid under the Original Collateral (save that where the redemption date of any Collateral Component falls after the Maturity Date of the Notes, the Issuer shall deliver such Collateral Component to the Swap Counterparty rather than making a payment to the Swap Counterparty) in return for receiving payments to satisfy its scheduled payment obligations on the Notes. The Credit Support Annex comprising part of the Swap Agreement is intended to provide the Issuer with a degree of protection against its exposure to the Swap Counterparty thereunder, by requiring the Swap Counterparty to post an amount of Eligible Securities to the Issuer when certain thresholds are met (and will also require the Issuer to post an amount of Eligible Securities to the Swap Counterparty when certain thresholds are met).</p> <p>In relation to each Class of Notes, subject to the netting of payments under the Swap Agreement and the occurrence of an Early Redemption Event, the final amount receivable by the Issuer under the Asset Swap Transaction relating to such Class and the Swap Counterparty Equity Final Exchange Amount (if any) receivable by the Issuer under the Equity Swap Transaction relating to such Class shall be applied to make payments on the Notes of such Class. Where a Collateral Event has occurred, payment of the Collateral Event Early Cash Redemption Amount in respect of a Class of Notes shall be funded by the proceeds of the sale of the Affected Collateral Component relating to such Class of Notes and, where the Partial Class Asset Swap Value is positive, an amount receivable by the Issuer under the Asset Swap Transaction (save that where the Partial Class Asset Swap Value is negative, such amount shall be deducted from the proceeds of the Affected Collateral Component and shall be payable by the Issuer to the Swap Counterparty under the Asset Swap Transaction).</p>
<p><b>B.30 The name and description of the originators of the securitised assets</b></p>	<p>Credit Suisse International, a company incorporated in England and Wales, whose business is banking and financial services.</p> <p>Barclays PLC, a public limited company registered in England, whose business is banking and financial services (or an entity that owns, directly or indirectly a majority of the voting power of Barclays PLC).</p> <p>Credit Suisse Group Funding (Guernsey) Limited, a non-cellular company incorporated in Guernsey, limited by shares, whose principal activities involve issuing debt securities (or an entity that owns, directly or indirectly a majority of the voting power of Credit Suisse Group Funding (Guernsey) Limited ).</p>
<p><b>C.1 Type and class of securities being offered</b></p>	<p>In respect of the Class A Notes:</p> <p>Up to SEK 200,000,000 Secured Repackaged Equity-Linked Notes due 2022</p>

	<p>ISIN: XS1303771221 Common Code: 130377122</p> <p>In respect of the Class B Notes: Up to SEK 200,000,000 Secured Repackaged Equity-Linked Notes due 2022</p> <p>ISIN: XS1303770686 Common Code: 130377068</p>
<b>C.2 Currency</b>	The Notes will be denominated in Swedish Krona (“SEK”).
<b>C.5 Description of restrictions on free transferability of the Notes</b>	The Notes will be freely transferable, subject to certain selling restrictions applying to offers, sales or transfers of Notes under the Prospectus Directive 2003/71/EC (as amended by Directive 2010/73/EU) and applicable laws in Ireland and Sweden.
<b>C.8 Rights attaching to and ranking of Notes</b>	<p>The Notes will have rights relating to, among other matters:</p> <p><b>Status and Security</b></p> <p>The Notes of each Class will represent secured, limited recourse obligations of the Issuer, ranking <i>pari passu</i> amongst themselves. In addition, the Notes of each Class will rank <i>pari passu</i> with the Notes in respect of the other Class. Accordingly, following the enforcement of the security (as described below), the claims of Noteholders of each Class will be allocated to amounts received or recovered in respect of the Mortgaged Property (as described below) on a <i>pari passu</i> and <i>pro rata</i> basis, following the satisfaction of the higher-ranking claims of the other Secured Creditors in accordance with the priority of claims (as described below).</p> <p>The Issuer will grant to the Trustee to secure its obligations in respect of the Notes and the Swap Agreement:</p> <ul style="list-style-type: none"> <li>(a) a first ranking pledge (“<i>gage de premier rang</i>”) over all of the Pledged Collateral (which comprises the Original Collateral and any Eligible Securities delivered to the Issuer by the Swap Counterparty from time to time and held by the Custodian (on behalf of the Issuer)) under Luxembourg law (the “<b>Luxembourg Pledge</b>”); and</li> <li>(b) in addition, but subject, to the Luxembourg Pledge, the following security under English law: <ul style="list-style-type: none"> <li>(i) an assignment by way of security of all the Issuer’s rights, title and interest attaching or relating to the Collateral (which comprises the Original Collateral and any Eligible Securities delivered to the Issuer by the Swap Counterparty from time to time and held by the Custodian (on behalf of the Issuer) (together, the “<b>Collateral</b>”) and all property, sums or assets derived therefrom, including, without limitation, any right to delivery thereof or to an equivalent number or nominal value thereof which arises in connection with any such assets being held in a clearing system or through a financial intermediary;</li> <li>(ii) an assignment by way of security of the Issuer’s rights, title and interest against the Custodian, to the extent that</li> </ul> </li> </ul>



	<p>they relate to the Collateral and/or the Notes;</p> <p>(iii) an assignment by way of security of the Issuer’s rights, title and interest under the Agency Agreement, to the extent they relate to the Collateral and/or the Notes;</p> <p>(iv) an assignment by way of security of the Issuer’s rights, title and interest under the Swap Agreement (without prejudice to, and after giving effect to, any contractual netting provision contained in the Swap Agreement);</p> <p>(v) an assignment by way of security of the Issuer’s rights, title and interest under the Agency Agreement, to the extent that they relate to any assets held by the Custodian in respect of the Notes;</p> <p>(vi) an assignment by way of security of the Issuer’s rights against the Disposal Agent under the terms of the Agency Agreement (or any other agreement entered into between the Issuer and the Disposal Agent) to the extent that such rights relate to the Collateral and/or the Notes;</p> <p>(vii) a first fixed charge over (A) all sums held by the Issuing and Paying Agent to meet payments due in respect of the Issuer’s secured payment obligations and (B) any sums received by the Issuing and Paying Agent under the Swap Agreement; and</p> <p>(viii) a first fixed charge over all property, sums and assets held or received by the Disposal Agent relating to the Transaction Documents and the Collateral,</p> <p>the foregoing being the “<b>Mortgaged Property</b>”.</p> <p>Investors should note that where any Collateral and/or any property, assets and sums derived therefrom are held by the Custodian in book-entry form, the security interests granted in respect of the same might, as a result of such book-entry holding, take the form only of a security interest over the Issuer’s rights against the Custodian in respect of such Collateral and/or property, sums and assets, as the case may be, rather than a charge over such Collateral and/or property, sums and assets derived therefrom themselves.</p> <p><b>Limited Recourse and Non-Petition</b></p> <p>All payments to be made by the Issuer under the Notes and the Swap Agreement will be made only from, and to the extent of, the sums received or recovered by or on behalf of the Issuer or the Trustee in respect of the Mortgaged Property in accordance with the order of priority outlined below. All deliveries and payments by the Issuer under the Notes and the Swap Agreement will only be made from and to the extent of the Mortgaged Property in accordance with such order of priority.</p> <p>If the net proceeds of the Notes and the net proceeds of the realisation of the Mortgaged Property are not sufficient to make all payments due in respect of the Notes and due to each other creditor relating to the Notes, no other assets of the Company will be available to meet such shortfall and the claims of the Noteholders and any other creditors relating to such Notes in respect of any such shortfall shall be extinguished.</p>
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Any shortfall shall be borne by the Noteholders of each Class (on a *pari passu* and *pro rata* basis) and such shortfall shall be so borne by the Noteholders, together with the Swap Counterparty and the other Secured Creditors (in respect of amounts owed to them) in the reverse of the order of priority outlined below.

Furthermore, no party will be able to petition for the winding-up of the Company as a consequence of any such shortfall or launch proceedings against the Company.

#### **Priority of Claims**

Amounts received or recovered following any liquidation or enforcement of the security in respect of the Mortgaged Property shall be applied in the following order of priority: (i) amounts owing to the Swap Counterparty pursuant to the Credit Support Annex (which shall be equal to the lesser of (A) the Available Proceeds, (B) the value of the Swap Counterparty's Credit Support Balance and (C) the value of the amounts owing to the Swap Counterparty under the Swap Agreement (which shall be deemed to be zero if no such amounts are owing)), (ii) the Issuer's share of the payment or satisfaction of all taxes owing by the Company, (iii) the fees, costs, charges, expenses and liabilities due and payable to the Trustee including costs incurred in the enforcement of the security (including any taxes to be paid, legal fees and remuneration), (iv) certain amounts owing to the Custodian, the Issuing and Paying Agent, the Registrar, the Transfer Agent and the other Agents in respect of reimbursement for sums paid by them in advance of receipt by them of the funds to make such payment and fees, costs, charges, expenses and liabilities, (v) fees of the Disposal Agent, (vi) any amounts owing to the Swap Counterparty under the Swap Agreement (in the event not already satisfied in accordance with (i) above), (vii) the Issuer's share of fees of the Corporate Services Provider owing by the Company and (viii) amounts owing to the Noteholders on a *pari passu* and *pro rata* basis.

#### **Negative Pledge/Restrictions**

There is no negative pledge. However, so long as any Note remains outstanding, the Issuer will not, without the consent of the Trustee and the Swap Counterparty, engage in any business other than the issuance or entry into of bonds, notes or other securities or the entry into of loans or other agreements for the payment or repayment of borrowed money, subject to the provisions of the Securitisation Act 2004 and the articles of incorporation of the Company, and provided always that such obligations are secured on assets of the Issuer other than the Company's share capital and those assets securing any other obligations of the Issuer and that they are entered into on a limited recourse and non-petition basis. In addition, the Issuer will be subject to certain other restrictions including that it will not, without the consent of the Trustee and the Swap Counterparty, declare any dividends, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property, consolidate or merge with any other person, convey or transfer its properties or assets substantially as an entity to any person (other than as contemplated by the Conditions) or issue any further shares.

**Events of Default**

In respect of each Class of Notes, the conditions of the Notes contain the following events of default (each an “**Event of Default**”):

- (i) default is made for more than 14 days in the payment of any Instalment Amount in respect of such Class of Notes or any of them, other than any Instalment Amount due and payable on the Maturity Date;
- (ii) the Issuer does not perform or comply with any one or more of its other obligations under such Class of Notes or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee such default is capable of remedy, is not in the opinion of the Trustee remedied within 30 days after notice of such default shall have been effectively given to the Issuer by the Trustee; or
- (iii) the occurrence of certain bankruptcy and insolvency related events or proceedings.

**Early Redemption**

The Notes may be redeemed early in any of the following circumstances:

- (i) the Asset Swap Transactions or the Equity Swap Transactions are terminated, or the Swap Agreement as a whole is terminated;
- (ii) following the occurrence of a Collateral Event (as described in more detail above);
- (iii) upon the occurrence of certain insolvency events with respect to the Swap Counterparty or the occurrence of an Event of Default or a Termination Event under Swap (each as defined in the Swap Agreement);
- (iv) certain tax events occur in respect of payments due by the Issuer under the Notes, but not instances where (x) withholding or deduction of taxes on the Notes arises solely in respect of FATCA; (y) withholding or deduction of taxes on the Notes arises solely as a result of the Noteholder’s connection with the jurisdiction of incorporation of the Issuer (otherwise than by reason of the holding of any Note or receiving any payment in respect thereof); and (z) a withholding or deduction is imposed pursuant to European Council Directive 2003/48/EC (or any other directive implementing the conclusions of the ECOFIN Council Meeting of 26-27 November 2000);
- (v) due to the adoption of, or any change in, any applicable law after the Issue Date, or 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 after such date, it becomes unlawful for the Issuer (i) to perform any absolute or contingent obligation to make a payment or delivery in respect of the Notes or any agreement entered into in connection with the Notes, (ii) to hold any Collateral or to receive a payment or

	<p>delivery in respect of any Collateral or (iii) to comply with any other material provision of any agreement entered into in connection with the Notes; or</p> <p>(vi) an Event of Default occurs with respect to the Notes (as described in more detail above).</p> <p><b>Meetings</b></p> <p>The conditions of the Notes will contain provisions for convening meetings of (i) Noteholders of a Class to consider the relevant matters solely affecting such Class and (ii) Noteholders of each Class to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.</p> <p><b>Governing Law</b></p> <p>The Notes are governed by English law. Articles 86 to 97 of the Luxembourg act dated 10 August 1915 on commercial companies, as amended, are excluded and the Luxembourg Pledge shall be governed by Luxembourg law.</p>
<p><b>C.9 Interest and yield; name of representative of debt Noteholders</b></p>	<p><b>See C.8 above, plus:</b></p> <p><b>Interest</b></p> <p>None of the Notes bear interest.</p> <p><b>Redemption</b></p> <p>See Element B.28 for information regarding redemption.</p> <p><b>Noteholder Facilitator</b></p> <p>Garantum Fondkommission AB (or any successor entity thereto) is the Noteholder Facilitator. However, the Noteholder Facilitator has limited rights, limited to selecting replacement swap counterparties and agents upon the occurrence of a Replacement Event in respect of the Swap Agreement.</p> <p>Garantum Fondkommission AB also acts as Distributor.</p> <p><b>Name of representative of debt security holders</b></p> <p>BNY Mellon Corporate Trustee Services Limited (acting in its capacity as Trustee).</p>
<p><b>C.10 Explanation on how the interest amount is affected by the value of the underlying</b></p>	<p>Not applicable - the Notes do not bear interest.</p>
<p><b>C.11 Listing and admission to trading of the Notes</b></p>	<p><i>Listing and Admission to Trading</i></p> <p>Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of the Irish Stock Exchange and to be admitted to the Official List of the Irish Stock Exchange on or about the Issue Date. Application has also been made for the Notes to be admitted to trading and listed on the regulated market of the NASDAQ OMX Stockholm AB.</p> <p><i>Distribution</i></p>

	The Notes may be offered to the public in Sweden.
<b>C.12 Minimum Denomination</b>	The minimum denomination of each Class of Notes will be SEK 10,000.
<b>D.2 Key information on the key risks that are specific to the Issuer</b>	<p>In purchasing the Notes of a Class, investors assume certain risks which could materially adversely affect the Issuer and its ability to make payments due under each Class of Notes. These risks include the following:</p> <p><b>Securitisation Act 2004 and Compartments:</b> The Company is established as a société anonyme (public limited liability company) within the meaning of the Securitisation Act 2004, which means that claims against the Company by the Noteholders will be limited to the net proceeds of each Series of Notes and to the Collateral relating to such Series included in the relevant Compartment.</p> <p><b>The Issuer is a special purpose vehicle:</b> The Issuer has, and will have, no assets other than its issued and paid-up share capital, fees (as agreed) payable to it in connection with the issue of each Class of Notes or entry into other obligations from time to time and any Mortgaged Property and any other assets on which the Series of Notes or other obligations are secured.</p> <p><b>Contracting on limited recourse basis:</b> The rights of Noteholders to participate in the assets of the Issuer is limited to the net proceeds of each Class of Notes and to the Mortgaged Property relating to the Series of Notes.</p> <p><b>Allocation of Liabilities Among All Noteholders:</b> Any liability which is not a Series-specific liability (that is, it does not relate to any Compartment in respect of which any Series of Notes is issued), which is not otherwise funded, may be apportioned between the Series.</p> <p><b>Consequences of Winding-up Proceedings:</b> The Company is insolvency-remote, not insolvency-proof.</p> <p><b>Fees and Expenses:</b> Fees and expenses payable by the Issuer in respect of each Class of Notes (including fees payable to the Arranger and/or the Trustee) may rank senior to payments of principal of each Class of Notes.</p> <p><b>Possibility of U.S. withholding tax on payments:</b> The application of U.S. withholding tax to payments by the Issuer is not clear on the date of the Prospectus.</p> <p><b>Regulation of the Issuer by any regulatory authority:</b> The Issuer is not required to be licensed, registered or authorised under any current securities, commodities, insurance or banking laws or regulations of its jurisdiction of incorporation, save for registration with the RCS in Luxembourg and the CSSF's approval. However, any additional requirement to be licensed or authorised could have an adverse effect on the Issuer and on the Noteholders of each Class of Notes.</p> <p><b>Anti-money laundering:</b> The Issuer may be subject to anti-money laundering legislation in its jurisdiction of incorporation.</p>
<b>D.3 Key information on the</b>	<b>Limited recourse obligations:</b> Each Class of Notes are direct,

<p><b>key risks that are specific to the debt securities</b></p>	<p>secured, limited recourse obligations of the Issuer payable solely out of the Mortgaged Property over which security is given by the Issuer in favour of the Trustee on behalf of the Noteholders and other Secured Creditors.</p> <p><b>Security:</b> Each Class of Notes will have the benefit of Luxembourg and English law-governed security interests which are granted to the Trustee over the Collateral allocated to the Compartment.</p> <p><b>Meetings of Noteholders and modification:</b> The Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally (or Noteholders of a Class to consider certain matters solely affecting such Class) and permit defined majorities or the Trustee to bind all Noteholders (or Noteholders of a Class).</p> <p><b>Trustee indemnity and remuneration:</b> The Trustee is not required to give notice to the Issuer of its determination that, in respect of a Class, an Event of Default has occurred or determine that an Enforcement Event has occurred or enforce the security unless directed by an Extraordinary Resolution passed by the Noteholders of the relevant Class. Prior to taking any action following direction by the Noteholders of the relevant Class, the Trustee may require to be indemnified and/or secured and/or pre-funded to its satisfaction and may decide not to take such action without being indemnified and/or secured and/or pre-funded to its satisfaction. So long as any Note is outstanding, the Issuer should pay the Trustee remuneration for its services. Such remuneration may reduce the amount payable to the Noteholders of the relevant Class.</p> <p><b>Priority of Claims:</b> Following a liquidation or on an enforcement of the security, the rights of the Noteholders to be paid amounts or delivered assets due under each Class of Notes will be subordinated.</p> <p><b>No gross-up:</b> The Noteholders of a Class will not be entitled to receive grossed-up amounts if any withholding tax or deduction for tax is imposed on payments in respect of such Class of Notes.</p> <p><b>Early Redemption:</b> The amount payable to Noteholders of a Class on an early redemption of such Class may be significantly lower than their initial investment and may even be zero as a result of an Early Redemption Event (for example following certain tax events in respect of the Issuer) where the net proceeds of the realisation of the Collateral are not, when taken with the amounts payable to the Issuer under the Swap, sufficient to discharge all payment obligations in accordance with the applicable priority payments.</p> <p><b>Market Value of Notes:</b> The market value of each Class of Notes will be volatile.</p> <p><b>Offer Period:</b> The Issuer reserves the right to refrain from commencing the offer of the Notes prior to the commencement of the Offer Period or withdrawing the offer of each Class of Notes at any time during the Offer Period.</p> <p><b>Exposure to Credit Suisse International:</b> Credit Suisse International acts as the Swap Counterparty under the Swap Agreement, as well as Disposal Agent and Calculation Agent and, as such, Noteholders are exposed to the credit risk of Credit Suisse International in each of these capacities.</p>
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	<p><b>Nature of the Notes:</b> Each Class of Notes is highly complex investments that involve substantial risks. Prospective investors may lose part, or in circumstances where (i) a Collateral Event occurs in respect of all Collateral Components and the net proceeds of the realisation of the Collateral are not, when taken with the amounts payable to the Issuer under the Swap, sufficient to discharge all payment obligations in accordance with the applicable priority payments; and (ii) the Issuer is not entitled to a final payment under the Equity Swap Transaction, substantially all of their investment.</p> <p><b>Equity Linkage through the Equity Swap Transactions:</b> The return to an investor on the scheduled maturity date will, in part, depend on the Equity Swap Transaction referencing the performance of the relevant Class Equity Basket and which may be affected by factors including:</p> <ul style="list-style-type: none"> <li>• the performance of the basket of shares, as applicable, referenced in the Equity Basket;</li> <li>• the percentage “Participation” applied to the Equity Swap Transaction; and</li> <li>• potential disruption events and/or adjustments in respect of the relevant Equity Swap Transaction.</li> </ul> <p><b>Sale of the Collateral:</b> There can be no assurance that any amount realised from the sale of the Collateral will be equal to the amount otherwise payable by the Swap Counterparty as a result of the early termination of the Swap Agreement.</p> <p><b>Replacement of the Swap Counterparty:</b> It is possible that the identity of the Swap Counterparty will change, and accordingly, the credit exposure of the Issuer and Noteholders to the Swap Counterparty may also change.</p> <p><b>Payments of Commissions to the Dealer and Distributor:</b> Commissions will be paid to the Dealer, out of which commission will be paid to Distributor.</p> <p><b>Possibility of U.S. withholding tax on payments:</b> The application of U.S. withholding tax to payments by the Issuer is not clear on the date of the Prospectus, which has consequential impact on liquidity, credit, increased regulation and nationalisation and systematic risk.</p> <p><b>Recent Global Events:</b> Since mid-2007, the global economy and financial markets have experienced extreme levels of instability.</p> <p><b>Foreign Exchange Risk:</b> Noteholders shall be exposed to foreign exchange risk of EUR and/or any other currency in respect of which Eligible Securities are denominated in against SEK.</p> <p><b>No disclosure of information; disclosure of confidential information:</b> Neither Class of Notes creates any obligation on the part of the Issuer or Credit Suisse International or any other person to disclose to any Noteholder any relationship or information (whether or not confidential).</p>
<p><b>E.2b Reasons for offer and use of proceeds when different from making profit and/or hedging</b></p>	<p>The net proceeds of the issue of the Notes will be applied by the Issuer, subject to the provisions of the Securitisation Act 2004, to the purchase the Original Collateral and pay the applicable</p>

<p><b>certain risks</b></p>	<p>Commission to the Dealer.</p> <p>In consideration for the issue of the Notes by the Issuer, the Dealer will procure that the Swap Counterparty will enter into the Asset Swap Transactions and the Equity Swap Transactions with the Issuer.</p>
<p><b>E.3 Terms and conditions of offer</b></p>	<p><b>Offer Period</b></p> <p>Applications to subscribe for the Notes may be made during the Offer Period (from 28 October 2015 to 23 November 2015), subject to passporting of the Prospectus into Sweden.</p> <p><b>Early Closing of the Subscription of the Notes</b></p> <p>The Issuer reserves the right for any reason to close the Offer Period early.</p> <p>Any early closure of the Offer will be published on the Irish Stock Exchange's website (<a href="http://www.ise.ie">www.ise.ie</a>).</p> <p><b>Description of the application and settlement process</b></p> <p>A prospective investor should contact the Distributor (Garantum Fondkommission AB) during the Offer Period. A prospective investor will acquire the Notes in accordance with the arrangements existing between the Distributor and its customers relating to the subscription of securities generally and not directly with the Issuer or the Dealer.</p> <p>Persons interested in purchasing Notes should contact their financial adviser. If an investor in any jurisdiction other than Sweden wishes to purchase Notes, such investor should (a) be aware that sales in the relevant jurisdiction may not be permitted due to selling restrictions and thus that the application may be rejected by the Distributor; and (b) contact its financial adviser, bank or financial intermediary for more information.</p> <p>The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys by debit of a cash amount on or before the Issue Date or in accordance with other procedures specified by the Distributor. Allotted Notes will be delivered to a securities account of each Noteholder as soon as practicable after the Issue Date.</p> <p><b>Offer Price</b></p> <p>In respect of each Class of Notes, the Issue Price in respect of such Class <i>plus</i> a subscription fee of up to 2% of such Issue Price. Such subscription fee shall be charged by and payable to the Distributor, and, for the avoidance of doubt, shall not be payable by the Issuer or the Swap Counterparty.</p> <p><b>Conditions to which the offer is subject and results of the offer</b></p> <p>Offers of the Notes are conditional on their issue. The Issuer will in its sole discretion determine the final amount of Notes issued up to a limit of (i) SEK 200,000,000 in respect of the Class A Notes and (ii) SEK 200,000,000 in respect of the Class B Notes. Notes will be allotted subject to availability in the order of receipt of investors' applications. The Initial Aggregate Nominal Amount of the Series issued will be determined by the Issuer in light of prevailing market</p>



	<p>conditions, and in its sole and absolute discretion depending on the amount of Notes which have been agreed to be purchased as of 23 November 2015. The precise Initial Nominal Amount of the Series to be issued will be published on the Irish Stock Exchange's website (<a href="http://www.ise.ie">www.ise.ie</a>) and filed with the Central Bank.</p>
<p><b>E.4 Interest material to the offer including conflicts of interests</b></p>	<p>The total commission payable by the Issuer to the Dealer in respect of the issue of the Notes will not exceed 6.5% of the Aggregate Nominal Amount of the Notes issued. The Issuer will fund the payment of such commission using a portion of the issue proceeds. The Dealer will use such commission payable by the Issuer to pay a corresponding commission to the Distributor.</p> <p>Various potential and actual conflicts of interest may arise between the interests of the Noteholders and Credit Suisse International, in its roles as the Swap Counterparty, as a result of the various businesses, management, investment and other activities of Credit Suisse International in respect of itself and in relation to an Original Collateral Obligor.</p>
<p><b>E.7 Estimated expenses charged to the investor</b></p>	<p>Noteholders will be charged up to 2% of the Issue Price of the Notes by, and payable to, Garantum Fondkommission AB in its capacity as Distributor of the Notes.</p>

## RISK FACTORS

*The purchase of the Notes may involve substantial risks and is suitable only for sophisticated purchasers who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Notes. The Issuer believes that the following factors may affect either its ability to fulfil its obligations under the Notes or the performance of the Notes. Some 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. The Issuer believes that the factors described below, together with the risk factors set out in the Base Prospectus, represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay principal (including any Additional Payout Amount) or other amounts on or in connection with the 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 Base Prospectus (including the section entitled “Risk Factors” on page 18 thereof) and the detailed information set out elsewhere in this Prospectus, including, without limitation:*

- (a) the section entitled “Transaction Description”;*
- (b) the section entitled “Questions and Answers”;*
- (c) the section entitled “Description of the Company and the Compartment”;*
- (d) the section entitled “Description of the Swap Agreement”;*
- (e) the section entitled “Description of the Asset Swap Transactions”;*
- (f) the section entitled “Description of the Equity Swaps”;*
- (g) the section entitled “Description of Credit Suisse International”;*
- (h) the section entitled “Description of the Original Collateral Obligor”;* and
- (i) the section entitled “Description of the Original Collateral”,*

*and, in the light of their own financial circumstances and investment objectives, reach their own views prior to making any investment decision.*

*Prospective investors must note that the potential return on the Notes is not expected to be the same across the Classes for the reasons outlined in more detail below and in the other sections of this Prospectus.*

### **Offer Period**

The Issuer reserves the right to refrain from commencing the offer of the Notes prior to the commencement of the Offer Period or withdrawing the offer of the Notes at any time during the Offer Period. If the offer of such Notes is withdrawn, such offer will be null and void. In such case, any amounts paid by an investor to the Distributor in relation to the purchase of any Notes will be returned to such investor by the Distributor but, depending on the agreement(s) in place between the investor and the Distributor and/or the Distributor’s distribution policies, interest may or may not accrue on such amounts. There may also be a time lag between the cancellation or withdrawal of the offer as applicable, and the return of any such amounts and, unless otherwise agreed with, and paid by, the Distributor, no amount will be payable to investors as compensation in respect thereof and investors may be subject to reinvestment risk.

In addition, the Issuer may close the offer of Notes early, whether or not subscriptions have reached the maximum size of the offer, by immediately suspending the acceptance of further subscription requests and by giving notice thereof. In such circumstances, the early closing of the offer will have an impact on the aggregate amount of the Notes issued and therefore may have an effect on the liquidity of the Notes.

Furthermore, in certain circumstances, the Issuer may have the right to postpone the originally designated issue date of the Notes. In the event that the issue date is so delayed, no compensation or other amount in respect of interest shall accrue and be payable in relation to the Notes, unless otherwise agreed with the Distributor and/or specified in its distribution policies, and paid by the Distributor. Investors will have the

right, within a prescribed time period, to withdraw their acceptance of the offer as a result of such postponement.

### **Exposure to Credit Suisse International**

Even though the Notes are not issued by Credit Suisse International, Credit Suisse International acts as the Swap Counterparty under the Swap Agreement, as well as Disposal Agent and Calculation Agent. Exposure of Noteholders to Credit Suisse International in each of these capacities is described below and elsewhere in this Prospectus.

It is important that prospective investors are aware of the extent of the aggregate exposure to Credit Suisse International.

In the event of the insolvency of Credit Suisse International, the value of the Notes would drop significantly and an investor may lose some or, potentially, all of their investment in the Notes. In addition, in such circumstances, unless a replacement Swap Counterparty was appointed within 30 calendar days of any such occurrence, as described in more detail below (and in respect of which no assurance can be given), the Swap Agreement would terminate and the Notes would be subject to early redemption.

As Credit Suisse International is also the Disposal Agent, an insolvency of Credit Suisse International would be likely to cause a significant delay in the sale of any Eligible Securities delivered to the Issuer under the Credit Support Annex (which may only be so sold in connection with an early redemption of the Notes as a result of the termination of the Swap Agreement occurring as a result of the occurrence of an Event of Default in respect of the Swap Counterparty thereunder) and therefore also a significant delay in the redemption of the Notes. Such delays may potentially last for months or years and investors may never recover their investment in whole or at all.

More generally, Credit Suisse International may be subject to certain other conflicts of interest in connection with its roles under the Notes as described in more detail below.

### ***Risks relating to the business of Credit Suisse International***

Credit Suisse International is an English bank whose principal business is banking, including the trading of derivative products linked to interest rates, foreign exchange, equities, commodities and credit. The primary objective of Credit Suisse International is to provide comprehensive treasury and risk management derivative product services. It has established a significant presence in global derivative markets through offering a full range of derivative products and continues to develop new products in response to the needs of its customers and changes in underlying markets.

Certain risks, including those described below, may impact the ability of Credit Suisse International to execute its strategy and may affect its business activities, financial condition, results of operations and prospects. Because the business of a bank such as Credit Suisse International is inherently exposed to risks that become apparent only with the benefit of hindsight, risks of which it is not presently aware or which it currently does not consider material could also impact its ability to execute its strategy and could affect its business activities. The sequence in the risk factors relating to banks and presented below is not indicative of their likelihood of occurrence or the potential magnitude of their financial consequences.

### ***Regulatory and legislative changes may adversely affect business***

Fundamental changes in the laws and regulations affecting financial institutions could have a material and adverse effect on a bank's business. In the wake of the 2007-2009 financial crisis and the continuing instability in global financial markets, regulators and legislators have proposed, have adopted or are actively considering, a wide range of changes to these laws and regulations. These measures are generally designed to address the perceived causes of the crisis and to limit the systemic risks posed by major financial institutions.

A number of measures have been adopted and will be implemented over the next several years; some are subject to legislative action or to further rulemaking by regulatory authorities before final implementation. As a result, there is a high level of uncertainty regarding a number of the measures, including whether (or the form in which) they will be adopted, the timing and content of implementing regulations and interpretations and/or the dates of their effectiveness.

Notwithstanding attempts by regulators to co-ordinate their efforts, the measures adopted or proposed differ significantly across the major jurisdictions, making it increasingly difficult to manage a global institution. The absence of a co-ordinated approach, moreover, disadvantages institutions headquartered in jurisdictions that impose relatively more stringent standards. The United Kingdom has adopted capital and liquidity requirements for its major international banks that are some of the strictest among the major financial centres. This could disadvantage banks incorporated in England and Wales when they compete with peer financial institutions subject to more lenient regulation or with unregulated non-bank competitors.

The planned and potential regulatory and legislative developments in the United Kingdom and in other jurisdictions in which a bank has operations may have a material adverse effect on its business, on the profitability or viability of certain business lines globally or in particular locations, and in some cases on its ability to compete with other financial institutions. They are likely to be costly to implement and could also have a negative impact on a bank's legal structure or business model. Finally, the uncertainty related to or the implementation of legislative and regulatory changes may have a negative impact on a bank's relationships with clients and its success in attracting client business.

*Performance in the financial services industry is affected by market conditions and the macro-economic climate*

The financial services industry prospers in conditions of economic growth; stable geopolitical conditions; transparent, liquid and buoyant capital markets and positive investor sentiment. An economic downturn, continued low interest rates or a severe financial crisis can negatively affect a bank's revenues and ultimately its capital base.

A market downturn and weak macro-economic conditions can be precipitated by a number of factors, including geopolitical events, changes in monetary or fiscal policy, trade imbalances, natural disasters, pandemics, civil unrest, war or terrorism. Because financial markets are global and highly interconnected, even local and regional events can have widespread impacts well beyond the countries in which they occur. A crisis could develop, regionally or globally, as a result of disruptions in emerging markets as well as developed markets that are susceptible to macro-economic and political developments, or as a result of the failure of a major market participant. The unresolved Eurozone and US fiscal issues demonstrate that macro-economic and political developments can have unpredictable and destabilising effects.

Because banks generally have very substantial exposures to other major financial institutions, the failure of one or more of such institutions could have a material effect on any such bank.

*Operational risk may increase costs and impact revenues*

A bank's businesses are generally dependent on its ability to process a large number of complex transactions across multiple and diverse markets in different currencies, to comply with the requirements of many different legal and regulatory regimes to which it is subject and to prevent, or promptly detect and stop, unauthorised, fictitious and fraudulent transactions. Operational risk management and control systems and processes are generally used to help ensure that the risks associated with a bank's activities, including those arising from process error, failed execution, fraud, systems failure, cyber-attacks, breaches of information security and failure of security and physical protection, are appropriately controlled. If such internal controls fail or prove ineffective in identifying and remedying such risks, a bank could suffer operational failures that might result in material losses. In addition, despite any contingency plans in place, a bank's ability to conduct business may be adversely affected by a disruption in the infrastructure that supports its businesses and the communities in which it is located. This may include a disruption due to natural disasters, pandemics, civil unrest, war or terrorism and involve electrical, communications, transportation or other services used by it or third parties with whom it conducts business.

*Ability to identify or capture revenue or competitive opportunities, or retain and attract qualified employees*

The financial services industry is characterised by intense competition, continuous innovation, detailed (and sometimes fragmented) regulation and ongoing consolidation. Banks face competition both at the level of local markets and individual business lines, and from global financial institutions. Barriers to entry in individual markets and pricing levels are being eroded by new technology.

A bank's competitive strength and market position could also be eroded if it is unable to identify market trends and developments, does not respond to them by devising and implementing adequate business strategies, adequately developing or updating its technology (particularly in trading businesses), or is unable to attract or retain the qualified people needed to carry them out.

*Material legal and regulatory risks arise in the conduct of business*

The nature of a bank's business subjects it to significant regulatory oversight and liability risk. Banks are generally subject to many different legal, tax and regulatory regimes and may be involved in a variety of claims, disputes, legal proceedings and/or government investigations in jurisdictions where it is active. Any such proceedings could expose it to substantial monetary damages and legal defence costs, injunctive relief and/or criminal and/or civil penalties, in addition to potential regulatory restrictions on its businesses.

A further summary of economic, regulatory and other issues relevant to banks such as Credit Suisse International, as well as to other entities, is included under "*Recent Global Events*" below.

A description of Credit Suisse International is set out under the section of this Prospectus entitled "*Description of Credit Suisse International*".

**Nature of the Notes**

None of the Issuer, the Trustee, the Agents or Credit Suisse International or any of its affiliates makes any representation as to the performance of any Class of Notes either in absolute terms or relative to other investments. Prospective investors must note that they may lose part or, in certain circumstances substantially all of their entire investment in the Notes and must only invest in the Notes if they fully understand the nature and risks of the Notes and also are prepared to risk such loss. Furthermore, prospective investors must note that the performance and value of one Class of Notes may vary compared to the performance and value of any other Class of Notes. The payouts relating to each Class of Notes are set out in more detail in the section of this Prospectus entitled "*Transaction Description*".

The Notes are highly complex investments and involve substantial risks. The performance of, and return under, each Class of Notes will depend on a variety of different factors (in addition to those in the risk factors set out in the Base Prospectus) specific to the Notes including, but not limited to:

- (a) the performance and value of the Original Collateral together with the performance and financial condition of the Original Collateral Obligors (such Original Collateral and Original Collateral Obligors being identical across all Asset Swap Transactions), each as described below and in the section entitled "*Transaction Description*";
- (b) the performance of the Equity Basket (and the shares comprising the Equity Basket) referenced by the Equity Swap Transaction in respect of each Class of Notes;
- (c) the performance and financial condition of Credit Suisse International, in its various capacities in respect of the Notes including, without limitation, as (i) Swap Counterparty in respect of the Swap Agreement, (ii) Calculation Agent responsible for making calculations and determinations under the Notes and the Swap Agreement and (iii) Disposal Agent responsible for liquidating any Eligible Securities delivered to the Issuer under the Credit Support Annex (subject, in respect of its functions as Swap Counterparty, Calculation Agent and Disposal Agent to its potential replacement as a result of the occurrence of a Replacement Event, as described in more detail below);
- (d) the performance and value of any Eligible Securities delivered to the Issuer under the Credit Support Annex in connection with the Issuer's net exposure to the Swap Counterparty under the Swap Agreement, together with the performance and financial condition of any obligor in respect of such Eligible Securities; and
- (e) the performance and financial condition of any replacement Swap Counterparty, Calculation Agent and/or Disposal Agent, from time to time, in the event that Credit Suisse International (or any replacement thereof) is ever replaced in any of such capacities as a result of the occurrence of a Replacement Event, as described in more detail below.

The occurrence of certain events or other developments occurring in respect of one, some or all of the above may have an effect on the liquidity of the Notes and may have a material adverse effect on the value of the

Notes of any Class or all Classes and the value of such Notes may fall. Furthermore, the occurrence of any such events or developments may also reduce the amount payable under the Notes. Prospective investors may lose part of, or in circumstances where (i) a Collateral Event occurs in respect of all Collateral Components and the net proceeds of the realisation of the Collateral are not, when taken with the amounts payable to the Issuer under the Asset Swap Transaction, sufficient to discharge all payment obligations in accordance with the applicable priority payments, and (ii) the Issuer is not entitled to a final payment under the Equity Swap Transaction, substantially all of their investment.

The Issuer's ability to meet its obligations under the Notes will also be dependent on the Issuing and Paying Agent, the Registrar, the Transfer Agent and the Custodian performing their respective obligations under the Transaction Documents, including the making of relevant payments when received.

Accordingly, Noteholders are exposed, among other things, to the creditworthiness of (a) Credit Suisse International as Swap Counterparty, Calculation Agent and Disposal Agent, (b) the Original Collateral Obligors, (c) the Issuing and Paying Agent and (d) the Custodian.

More detail in respect of certain risks relating to the factors outlined above, along with other risks associated with the Notes are set out below, and elsewhere in this Prospectus and in the risk factors outlined in the Base Prospectus. Accordingly, prospective investors who consider purchasing the Notes should reach an investment decision only after carefully considering the suitability of the Notes in light of their particular circumstances. Investment in the Notes may only be suitable for investors who:

- (a) have substantial knowledge and experience in financial, business matters and expertise in assessing credit risk which enable them to evaluate the merits and risks of an investment in the Notes and the rights attaching to the Notes;
- (b) are capable of bearing the economic risk of an investment in the Notes for an indefinite period of time;
- (c) are acquiring the Notes for their own account (as principal and not as agent) for investment, not with a view to resale, distribution or other disposition of the Notes (subject to any applicable law requiring that the disposition of the investor's property be within its control); and
- (d) recognise that it may not be possible to make any transfer of the Notes for a substantial period of time, if at all.

#### **Payments of Additional Payout Amounts and postponement of scheduled maturity of the Notes**

The Additional Payout Amount (if any) payable on a Note of each Class of Notes on the Maturity Date relating to such Class of Notes will be an amount equal to that Note's *pro rata* share of the Swap Counterparty Equity Final Exchange Amount (if any) receivable by the Issuer under the Equity Swap Transaction relating to such Class of Notes.

Accordingly, the return to an investor on the Maturity Date in such circumstances will, in part, depend on the performance of the Equity Basket. In the event that:

- (a) due to the terms of the Equity Swap Transaction relating to the Class A Notes, no Swap Counterparty Equity Final Exchange Amount is payable to the Issuer thereunder, the Additional Payout Amount on the Class A Notes will be zero; or
- (b) due to the terms of the Equity Swap Transaction relating to the Class B Notes, no Swap Counterparty Equity Final Exchange Amount is payable to the Issuer thereunder, the Additional Payout Amount on the Class B Notes will be zero.

Please see, in particular, the section below in these risk factors entitled "*Certain risks relating to the baskets of shares referenced in the Equity Basket*".

#### **Equity Swap Transactions**

A number of market, economic, legal and regulatory and other factors may affect the performance of the shares referenced in the Equity Swap Transaction relating to the relevant Class of Notes. Such factors may include, without limitation, interest rates, currency exchange rates, geographically and industrially specific economic factors linked to the geographical areas and industrial sectors of the companies to which such

shares relate, sovereign credit risk and the stability of the financial system among others. Investors must not invest in any of the Notes unless they are able to fully understand the terms of the Equity Swap Transactions and assess the risks associated with the Equity Swap Transactions and understand that the performance of each Equity Swap Transaction and each related Class of Notes is dependent on the performance of the Equity Basket referenced by the Equity Swap Transaction relating to each Class of Notes. Investors may request electronic copies of the confirmation of the Equity Swap Transactions free of charge from the Issuer and the Issuing and Paying Agent.

Credit Suisse International acts in a number of capacities in respect of, and related to, the Notes, including, as Swap Counterparty in respect of the Equity Swap Transactions. Accordingly, investors are also exposed to the credit risk of Credit Suisse International as Swap Counterparty. If Credit Suisse International were to default under its obligations under an Equity Swap Transaction as a result of insolvency, bankruptcy or for any other reason, then the value of the related Class of Notes would be significantly affected and may even fall to zero. It is also highly likely in such circumstances that an Early Redemption Event would occur in respect of the Notes. More detail regarding the exposure to Credit Suisse International in respect of the Notes is set out above and below including, without limitation, under “*Risks relating to the business of Credit Suisse International*” and “*Recent Global Events*”.

***Certain risks relating to the basket of shares referenced in the Equity Basket***

The shares referenced in the Equity Basket relate to ten companies which operate in a wide variety of business areas including telecommunications, insurance, utilities, banking, energy, and real estate. Each of these companies has significant operations in Europe and internationally..

Accordingly, the performance of each of the companies whose shares are referenced in the Equity Basket may be significantly affected by market developments in each of the business areas in which it operates as well as economic, political and natural developments, changes and disasters that occur in respect of the regions in which it operates. Furthermore, in connection with businesses generally, the performance of each such company is likely to be affected by macro-economic issues affecting business on a continental and global basis. Other matters, such as litigation, regulatory changes, competition, management and other issues may also have a significant effect on the performance of any company, and its shares, referenced in the Equity Basket.

The Swap Counterparty Equity Final Exchange Amount receivable by the Issuer in respect of each Equity Swap Transaction relating to a Class of Notes (which determines the Additional Payout Amount, if any, payable in respect of such Class of Notes) is determined pursuant to a formula set out in the terms of the applicable Equity Swap Transaction (as described in more detail in the sections of this Prospectus entitled “*Transaction Description*” and “*Description of the Equity Swaps*”). Pursuant to this formula, such Swap Counterparty Equity Final Exchange Amount in respect of each Equity Swap Transaction is significantly dependent on the aggregate average share price (determined by reference to the relevant formula) in the Equity Basket on the monthly Averaging Dates falling during the term of such Equity Swap Transaction being higher than the aggregate share price (determined by reference to the relevant formula) as at the Initial Setting Date. Accordingly, the worse one or more shares perform on one or more Averaging Dates in respect of the Equity Basket the lower the Swap Counterparty Equity Final Exchange Amount in respect of the Equity Basket (which may have the effect of reducing the Additional Payout Amount in respect of the related Class of Notes) will be and may even cause such Swap Counterparty Equity Final Exchange Amount (and related Additional Payout Amount) to be zero.

It is important to note that the average share price of each share comprised in the Equity Basket is determined by reference to the share prices on a monthly basis on each Averaging Date. Accordingly, it is the official closing price of such share on such Averaging Dates that is relevant and not the price of such share at any other time for the purposes of the formula applied in determining the Swap Counterparty Equity Final Exchange Amount due under the Equity Swap Transactions. While the price of any share comprised in the Equity Basket may, on average, increase during the term of the relevant Equity Swap Transaction, this may not be reflected in the Swap Counterparty Equity Final Exchange Amount (if any) payable to the Issuer.

### ***Disruption Events in respect of the Equity Swap Transactions***

Credit Suisse International as Calculation Agent in respect of the Equity Swap Transaction relating to each Class of Notes may determine that a Market Disruption Event (as defined in the 2002 Equity Derivatives Definitions published by ISDA (the “**Equity Derivatives Definitions**”) incorporated by reference in the confirmation of the relevant Equity Swap Transaction) has occurred in respect of the Equity Basket on a relevant Averaging Date or Initial Setting Date. Market Disruption Events include events relating to the early closure of the relevant stock exchange, suspension or limitation of trading of any relevant share referenced or tracked in such Equity Basket or, any event that disrupts or impairs the ability of market participants to effect transactions in or obtain market values for any relevant share referenced or tracked in such Equity Basket. Any such determination by Credit Suisse International as Calculation Agent in respect of an Equity Swap Transaction that a Market Disruption Event has occurred, may have an adverse effect on the value of the relevant Equity Swap Transaction and may significantly delay the settlement date of such Equity Swap Transaction and, accordingly, the final payment under the relevant Equity Swap Transaction and the Maturity Date of the relevant Class of Notes.

### ***Additional Disruption Events in respect of the Equity Swap Transactions***

If Credit Suisse International as Calculation Agent under the Swap Agreement determines that, in respect of any Equity Swap Transaction, a Change in Law, Insolvency Filing, Hedging Disruption or Increased Cost of Hedging (each as defined in the Equity Derivatives Definitions) has occurred (each such event, being an “**Additional Disruption Event**” in respect of the relevant Equity Swap Transaction), it will determine (i) that such adjustments be made to the terms of the relevant Equity Swap Transaction to take account of such Additional Disruption Event or (ii) that no adjustments to the terms of the relevant Equity Swap Transaction would achieve a commercially reasonable result and as such it may deem that the Equity Swap Transaction affected by such Additional Disruption Event would be terminated. The termination of such Equity Swap Transaction will trigger the termination of the corresponding Asset Swap Transaction and an early redemption of the Class of Notes to which it relates.

Accordingly, the occurrence of any Additional Disruption Event may have an adverse effect on the value of the Equity Swap Transaction and the related Class of Notes. Furthermore, as a result of such adjustment in respect of the relevant Equity Swap Transaction as a result of such Additional Disruption Event, the Additional Payout Amount, if any, payable on redemption of the relevant Class of Notes may be significantly lower than if such Additional Disruption Event had not occurred and may even be zero. Such Additional Disruption Event could also delay the settlement date of the relevant Equity Swap Transaction and, accordingly, the final payment under the relevant Equity Swap Transaction and the Maturity Date of the Notes.

### ***Further Adjustments in respect of the Equity Swap Transactions***

Pursuant to the terms of the Equity Swap Transaction relating to each Class of Notes, Extraordinary Events in respect of the shares referenced in the Equity Basket (including merger events, tender offers, de-listing events, nationalisation and insolvency), as well as certain Potential Adjustment Events, may occur. If Credit Suisse International, as Calculation Agent in respect of the Equity Swap Transactions referencing the Equity Basket determines that any such event has occurred, the relevant Equity Swap Transaction may be terminated, or it may make such adjustments to the terms of the relevant Equity Swap Transaction, including in connection with the shares referenced therein and any calculations or determinations made, or to be made, in connection with amounts payable in respect of such Equity Swap Transaction to account for such event.

In respect of Extraordinary Events, if Credit Suisse International as Calculation Agent in respect of the Equity Swap Transactions referencing the Equity Basket determines that no adjustments to the terms of the relevant Equity Swap Transactions would achieve a commercially reasonable result, then it may deem that the Equity Swap Transactions affected would be terminated. The termination of such Equity Swap Transaction will trigger the termination of the corresponding Asset Swap Transaction and an early redemption of the Class of Notes to which it relates.

Accordingly, any such events may have a significant, negative effect on the value of the Equity Swap Transactions and may reduce any Swap Counterparty Equity Final Exchange Amount receivable by the



Issuer under the Equity Swap Transaction and the Additional Payout Amount payable on the relevant Class of Notes.

### **Risks relating to the Collateral**

#### ***No investigations***

No investigations, searches or other enquiries have been made by or on behalf of the Issuer, the Trustee, any Agent or Credit Suisse International (or any of its affiliates) in respect of the Original Collateral or the Original Collateral Obligors. No representations or warranties, express or implied, have been given by the Issuer, the Trustee, any Agent or Credit Suisse International (or any of its affiliates) or any other person on their behalf in respect of the Original Collateral or the Original Collateral Obligors. Any publicly available information in respect of the Original Collateral or the Original Collateral Obligors has been accurately reproduced and no facts have been omitted that would render such reproduced information inaccurate or misleading.

#### ***Collateral***

The Collateral relating to any Class of Notes will be subject to credit, liquidity and interest rate risks. In the event of an insolvency of the issuer or obligor in respect of any Collateral, various insolvency and related laws applicable to such issuer or obligor may (directly or indirectly) limit the amount the Issuer or the Trustee may recover in respect of such Collateral.

The Issuer has entered into a Credit Support Annex as part of its Swap Agreement, and so by virtue of the collateral requirements applicable to any such arrangements, the Collateral held by it from time to time may comprise assets other than, or in addition to the Original Collateral in respect of each Class of Notes, or may comprise less Collateral than the amount held by it on the Issue Date, as assets will be required to be delivered by the Issuer to the Swap Counterparty which have an aggregate value (after the application of the relevant valuation percentage haircut specified in the Credit Support Annex) at least equal to the exposure that the Issuer has to the Swap Counterparty under the Swap Agreement.

Pursuant to the terms of the Credit Support Annex, Credit Suisse International, as Swap Counterparty, may deliver Eligible Securities (being debt obligations issued by any of the United States of America, Canada, the United Kingdom, France, Germany or by an Original Collateral Obligor).

The outstanding principal amount of the Original Collateral held on behalf of the Issuer may also be reduced from time to time (to an amount not less than zero) to the extent that Original Collateral is required to be transferred to the Swap Counterparty pursuant to the Credit Support Annex. This will occur if the Swap Agreement increases in value from the Swap Counterparty's perspective.

The principal amount of the Original Collateral shall also be reduced by an amount equal to a Collateral Component which has redeemed in full in accordance with its terms.

If a Class of Notes redeems other than on a final redemption on the Maturity Date, the Collateral relating thereto will be sold or otherwise liquidated (except where otherwise transferred in accordance with the Conditions). No assurance can be given as to the amount of proceeds of any sale or liquidation of such Collateral at that time since the market value of such Collateral will be affected by a number of factors including but not limited to (i) the creditworthiness of the issuers and obligors of the Collateral, (ii) market perception, interest rates, yields and foreign exchange rates, (iii) the time remaining to the scheduled maturity of the Collateral and (iv) the liquidity of the Collateral. Accordingly, the price at which such Collateral is sold or liquidated may be at a discount (which could be substantial) to the market value of the Collateral on the Issue Date and the proceeds of any such sale or liquidation when taken together with the proceeds of termination of any related Swap Agreement and any other assets available to the Issuer that relate to the relevant Class of Notes may not be sufficient to repay the full amount of principal on such Class of Notes that the holders of such Notes would expect to receive in the event that the Notes were redeemed in accordance with their terms on their Maturity Date.

Credit Suisse International (or any of its affiliates) may have acquired, or during the terms of the Notes may acquire, confidential information or enter into transactions with respect to any Collateral and they shall not

be under any duty to disclose such confidential information to any Noteholder, the Issuer, the Trustee or any of the other Transaction Parties.

### ***Collateral Basket***

The Original Collateral in respect of each Class of Notes comprises separate Collateral Components and as such, a Collateral Event may occur in respect of one or more Collateral Components, resulting in the partial redemption of each Note to reflect the weighting of the Affected Collateral Component multiplied by the Specified Denomination of such Note, as set out in more detail in the section of this Prospectus entitled “*Transaction Description*”.

### ***Suspension of payments under the Notes and the Swap Agreement during the Suspension Period***

The payment obligations of the Issuer under each Class of Notes will be partially suspended if the Calculation Agent determines that facts exist which may amount to a Collateral Event following the expiration of any applicable grace period. During the Suspension Period, and with respect to a proportion of each Note corresponding to such Note's *pro rata* share of the notional amount of the Affected Collateral Component to which such suspension relates, (i) the Issuer shall make no payments on account of principal under the Notes with respect to the relevant portion; and (ii) neither the Issuer nor the Swap Counterparty shall make any payments under the Swap Agreement with respect to the relevant portion.

If a Collateral Event (i) occurs during the Suspension Period (which will be a period of ten Reference Business Days) then no further payments will be made under each Class of Notes in respect of principal and the Notes will be redeemed at the Collateral Event Early Cash Redemption Amount in respect of the proportion of each Note corresponding to such Note's *pro rata* share of the notional amount of the Affected Collateral Component or (ii) has not occurred on the last day of the Suspension Period, any principal amount which would otherwise have been payable will be payable on the second Business Day following the earlier of (a) the last day of such Suspension Period or (b) the date on which the Calculation Agent determines that the events which may have resulted in the Collateral Event have been remedied or no longer exist. This may result in an extension of the Maturity Date of the Notes.

Noteholders will not be entitled to receive any further payments as a result of such suspension and the corresponding delay in payment of any principal amount.

### ***Likelihood of Collateral Event***

The likelihood of a Collateral Event occurring in respect of a Collateral Component will generally fluctuate with, among other things, the financial condition and other characteristics of the relevant Original Collateral Obligor, general economic conditions, the condition of certain financial markets, political events, developments or trends in any particular industry and changes in prevailing interest rates. An investor's investment is at risk if a Collateral Event occurs in respect of (i) any Collateral Component, a proportion of an investor's investment corresponding to such Collateral Component will be at risk and (ii) each Collateral Component comprising the Original Collateral. Prospective investors should review the Original Collateral Obligors and conduct their own investigation and analysis with respect to the creditworthiness of the Original Collateral Obligors and the likelihood of the occurrence of a Collateral Event with respect to the Original Collateral Obligors.

The banking industry generally has been, and continues to be, subject to significant volatility due to the economic crisis that commenced during mid-2007. Banks are exposed to a number of international factors which may have a materially adverse effect on their financial performance including, without limitation, the factors set out under the heading “*Risks relating to the business of Credit Suisse International*” above.

As indicated, these factors and those events outlined in “*Recent Global Events*” below as well as other factors may affect the probability of a Collateral Event occurring in respect of a Collateral Component.

Accordingly, investors may suffer a loss of some or all of their investment on the relevant Class(es) of Notes in which they invested as a result of a Collateral Event occurring.

### ***Liquidation of the Collateral***

Where the Disposal Agent is required to liquidate Collateral following an early redemption of the Notes, it shall do so by obtaining five Quotations (as defined in the Conditions) from dealers in the market (who are not affiliates of Credit Suisse International) and selling the Collateral to the dealer with the highest Quotation. Where an asset the value of which is being sought is illiquid or of a low notional amount, there may be limited availability of dealers willing to provide Quotations. In such circumstances, the Disposal Agent would instead make such determination. No assurance can be given that a sufficient number of Quotations will be available.

### ***Swap Counterparty exposure***

Upon the scheduled maturity of the Original Collateral, the redemption proceeds in respect thereof are expected to be used by the Issuer to satisfy its payment obligations to the Swap Counterparty under the Asset Swap Transaction (save that where the redemption date of any Collateral Component falls after the Maturity Date of the Notes, the Issuer shall deliver such Collateral Component to the Swap Counterparty rather than making a payment to the Swap Counterparty). Such payment obligations fall due on the Business Day immediately following the scheduled maturity of the Original Collateral. Following its payment of such redemption proceeds to the Swap Counterparty, the Issuer will rely upon the amounts payable to it by the Swap Counterparty under the Asset Swap Transaction (which are due on the Business Day preceding the Maturity Date) along with amounts payable to it under the Equity Swap Transaction to fund its redemption on the Notes. As a result, in these circumstances, the Issuer and the Noteholders are exposed to the credit risk of the Swap Counterparty and will not have the benefit of any security over any Original Collateral or redemption proceeds thereof.

### ***Provision of information***

Neither the Issuer nor Credit Suisse International (i) has provided or will provide prospective purchasers of the Notes with any information or advice with respect to the Original Collateral, the Original Collateral Obligors, the Custodian or the Swap Counterparty, or (ii) makes any representation as to the credit quality of the Original Collateral, the Original Collateral Obligors, the Custodian or the Swap Counterparty. The Issuer, and/or Credit Suisse International may have acquired, or during the term of the Notes may acquire, non-public information with respect to the Custodian, the Original Collateral and the Original Collateral Obligors which will not be disclosed to Noteholders. The timing and limited scope of the information provided to Noteholders regarding the Original Collateral, the Original Collateral Obligors and the occurrence of one or more Collateral Events, may affect the liquidity of the Notes and the ability of Noteholders to value the Notes accordingly. Neither the Issuer nor Credit Suisse International is under any obligation to make such information, whether or not confidential, available to Noteholders.

**None of the Issuer, Credit Suisse International, the Trustee nor any Agent shall provide any information in respect of the Original Collateral Obligors to any prospective investor save for the information provided in this Prospectus. Further information in respect of the Original Collateral and the Original Collateral Obligors may be available from publicly available sources, including, without limitation, from the websites of the stock exchanges on which the Original Collateral Obligors have securities listed (including those websites set out in the section of this Prospectus entitled “*Description of the Original Collateral Obligors*”).**

### ***No claim against the Original Collateral Obligor***

No Class of Notes will represent a claim against any Original Collateral Obligor and, in the event of any loss, a Noteholder will not have recourse under the relevant Class of Notes to any Original Collateral Obligor.

In particular, Noteholders will not have:

- (a) the right to vote or give or withhold from giving any consent in relation to any Collateral Component;
- (b) the right to receive any coupons, fees or other distributions which may be paid by an Original Collateral Obligor to holders of the relevant Collateral Component; or
- (c) the right to receive any information from the Original Collateral Obligor.

Accordingly, an investment in a Class of Notes is not equivalent to an investment in the Original Collateral.

### ***Determinations***

The determination as to whether a Collateral Event has occurred shall be made by the Calculation Agent and without regard to any related determination by the Original Collateral Obligor or any action taken, omitted to be taken or suffered to be taken by any other person, including, without limitation, any creditor of the Original Collateral Obligor.

**Prospective investors must note that none of Credit Suisse International (in any capacity), the Issuer, the Trustee, any Agent or the Distributor is under any obligation to monitor whether or not a Collateral Event has occurred in respect of the Original Collateral or any responsibility for monitoring any other developments, announcements or publications relating to the Original Collateral and shall have no liability or responsibility to any Noteholder or any other person in the event of the occurrence of any Collateral Event in respect of a Collateral Component. Furthermore, none of the Issuer, Credit Suisse International, the Trustee nor any Agent, in any capacity, shall have any liability to any Noteholder in respect of any loss suffered as a result of a Collateral Event in respect of a Collateral Component.**

### ***Correlation between the Original Collateral Obligors and Credit Suisse International***

As each of the Original Collateral Obligors and Credit Suisse International is a bank, or otherwise part of a banking group, and one of the Original Collateral Obligors is a member of the same group as Credit Suisse International, there is likely to be a high correlation between defaults by Credit Suisse International in any of its capacities in respect of the Notes (including, without limitation as Swap Counterparty) and the occurrence of a Collateral Event in respect of one or more Collateral Components. Accordingly, Noteholders may suffer greater losses (and may be more likely to suffer losses) as a result of such correlation than they may otherwise have done had the Original Collateral Obligors not operated in the same industry as Credit Suisse International.

### **The Credit Support Annex**

As part of the Swap Agreement, the Issuer and the Swap Counterparty have entered into a Credit Support Annex to collateralise the Issuer's exposure to the Swap Counterparty as described in more detail in the section of this Prospectus entitled "*Transaction Description*".

As noted above, pursuant to the Credit Support Annex, the Swap Counterparty may be required to transfer additional Eligible Securities to the Issuer to collateralise the Issuer's net exposure to the Swap Counterparty under the Swap Agreement. The Swap Counterparty shall act for its own benefit and is not required to, and may not, take into account the interests of the Noteholders in determining what Eligible Securities, meeting the required criteria, to deliver to the Issuer under the Credit Support Annex for this purpose.

While any Eligible Securities delivered to the Issuer by the Swap Counterparty under the Credit Support Annex are required, at the time of delivery, to have a value (after the application of the relevant Valuation Percentage haircut specified in the Credit Support Annex) at least equal to the then net exposure the Issuer has to the Swap Counterparty under the Swap Agreement, and notwithstanding that valuations and any corresponding transfers will be conducted on a weekly basis, there can be no assurance that any amount realised from the sale of the Eligible Securities delivered and then held by the Issuer will be equal to the amount otherwise payable by the Swap Counterparty as a result of an early termination of the Swap Agreement.

Accordingly, despite the existence of the Credit Support Annex, in the event that the Swap Agreement terminates as a result of a default by the Swap Counterparty, or the occurrence of certain insolvency or bankruptcy events relating to the Swap Counterparty, in the event of the value of the Eligible Securities being less than the value of the Asset Swap Transactions and the Equity Swap Transactions under the Swap Agreement upon its termination and there is any failure by the Swap Counterparty to pay any termination amount due under the Swap Agreement, Noteholders will be exposed to the Swap Counterparty for the shortfall and the amount payable to Noteholders may be reduced, even to zero, in connection with the redemption of the Notes in such circumstances.

Alternatively, the Issuer may be required to transfer Original Collateral to the Swap Counterparty to collateralise the Swap Counterparty's net exposure to the Issuer under the Swap Agreement. Therefore, the

outstanding principal amount of the Original Collateral held on behalf of the Issuer may be reduced from time to time (to an amount not less than zero) to the extent that Original Collateral is required to be transferred to the Swap Counterparty pursuant to the Credit Support Annex. This will occur if the Swap Agreement increases in value from the Swap Counterparty's perspective.

Where a Collateral Component has redeemed in accordance with its terms and conditions, the Swap Counterparty will, subject to the net exposure under the Swap Agreement, likely be required to transfer Eligible Securities under the Credit Support Annex in order to collateralise the exposure created under the Asset Swap Transaction since following payment of the redemption amount relating to such Collateral Component by the Issuer to the Swap Counterparty, payments under the Asset Swap Transaction in respect of such redeemed Collateral Component will be due solely from the Swap Counterparty to the Issuer.

#### **Application of negative interest rates**

Negative interest rates may apply from time to time in certain circumstances to any cash funds held by the Custodian on behalf of the Issuer forming part of the Swap Counterparty's Credit Support Balance under the Credit Support Annex. To the extent that such negative interest rates were to apply, the amount of cash collateral held by the Issuer in respect of its exposure to the Swap Counterparty would be reduced. Whilst the application of any negative interest rates will ultimately be borne by the Swap Counterparty unless the Swap Agreement is terminated as a result of an Event of Default thereunder by either the Issuer or the Swap Counterparty, where such a termination does occur as a result of such an Event of Default the reduction in funds held by the Custodian could increase the amount to be claimed by the Issuer from (and therefore the credit risk to) the Swap Counterparty under the Swap Agreement.

Further, negative interest rates may apply from time to time in certain circumstances to any cash funds held by the Swap Counterparty which have been transferred by the Issuer to cover its credit risk under the Credit Support Annex or derive therefrom. To the extent that such negative interest rates were to apply, the amount of cash collateral held by the Swap Counterparty in respect of its exposure to the Issuer would be reduced, and accordingly, the Issuer may need to transfer additional Eligible Credit Support to the Swap Counterparty under the Credit Support Annex.

#### **Early Redemption in whole**

If a Class of Notes is due to redeem early in full as a result of (i) an Early Redemption Event other than a Collateral Event (for example following the occurrence of certain tax events (subject to certain exceptions including, but not limited to, where withholding or deduction of taxes on the Notes arises solely in respect of FATCA), (ii) a termination of the Equity Swap Transaction relating to such Class (or a termination of the Swap Agreement as a whole), (iii) an Event of Default by the Issuer (iv) the enforcement of the security by the Trustee at its discretion or if directed by the Noteholders of any other Class of Notes), the Swap Agreement relating to such Class (if these have not already terminated) will terminate. Where a Collateral Event occurs, the Notes will redeem in part, but an amount per note equal to SEK 1 shall remain outstanding until the Maturity Date in order to enable payment of any Additional Payment Amount.

Prospective investors in each Class of Notes must note that a Class may be redeemed early as a result of the enforcement of the security by the Trustee in respect of any other Class. The early redemption of the Notes of each Class may not be triggered at the same time unless the security is enforced.

Any net amount payable to the Issuer by the Swap Counterparty as a consequence of the termination of the Swap Agreement, together with sale proceeds of the Original Collateral and any Eligible Securities, shall first be used to pay any amount due to the Trustee, the Disposal Agent, the Custodian and any other Agent of the Issuer, including costs and expenses incurred with the sale of such securities.

The remainder of any amount received by the Issuer in respect of the termination of the Swap Agreement and any remaining proceeds of sale of the Original Collateral and Eligible Securities shall be applied in satisfaction of the amounts due to Noteholders on a *pro rata* basis.

There can be no assurance as to the value of the Original Collateral and any Eligible Securities at the time of such sale and the amounts realised may be significantly lower than the face value of the Original Collateral such Eligible Securities and may even be zero. To the extent that the value of the Original Collateral and the Eligible Securities is less than the value of the Swap Agreement upon its termination, Noteholders will be exposed to the Swap Counterparty for the shortfall. None of the Issuer, the Trustee, the Disposal Agent, any

other Agent, the Dealer or any other person is under any obligation to obtain a particular price in connection with such a sale and shall have no responsibility or liability to any Noteholder for the price at which any such assets are sold.

Accordingly, the amount payable to Noteholders on an early redemption of their Notes may be significantly lower than their initial investment and may even be zero.

### **Early Redemption in part following a Collateral Event**

If a Collateral Event occurs with respect to any Collateral Component, the Notes will fall due for redemption at an amount equal in aggregate to the Collateral Event Early Cash Redemption Amount provided that where the Outstanding Principal Amount of a Class of Notes would otherwise be reduced to zero prior to the Maturity Date as a result of the occurrence of a Collateral Event, SEK 1 of each Note of such Class of Notes shall remain outstanding so as to enable any portion of the Final Redemption Amount attributable to an Additional Payout Amount to be payable to the Noteholders of such Class on the Maturity Date.

The Collateral Event Early Cash Redemption Amount is an amount determined by Credit Suisse International (acting in its capacity as Calculation Agent) which will take into account (a) the Affected Class Collateral Proceeds (as defined herein), and (b) the Partial Class Asset Swap Gain or Partial Class Asset Swap Loss (each as defined herein).

The Partial Class Asset Swap Gain or Partial Class Asset Swap Loss reflects the early termination amount that the Calculation Agent determines would be payable to the Issuer (in the case of a Partial Class Asset Swap Gain) or by the Issuer (in the case of a Partial Class Asset Swap Loss) upon the early termination of the Swap Agreement (but assuming that the Swap Agreement comprises solely of the Asset Swap Transaction relating to the relevant Class). The Partial Class Asset Swap Gain or Partial Class Asset Swap Loss takes into account, among other things, (i) the relevant Class Asset Swap Transaction (but not, for the avoidance of doubt, the Equity Swap Transaction); (ii) amounts payable by the Swap Counterparty to the Issuer in respect of the Notes; (iii) the scheduled payments under the Original Collateral which determine the amounts payable by the Issuer to the Swap Counterparty under the Swap Agreement and (iv) the limited recourse nature of the Swap Agreement in respect of the Issuer's obligations thereunder.

### **Replacement of the Swap Counterparty**

Investors should note that upon the occurrence of (i) certain insolvency events with respect to the Swap Counterparty (a "**Counterparty Bankruptcy Credit Event**"); or (ii) an Event of Default (as defined in the Swap Agreement) with respect to the Swap Counterparty (other than a Counterparty Bankruptcy Credit Event); or (iii) a Termination Event (as defined in the Swap Agreement) where the Issuer has the right to designate an Early Termination Date in respect of the Asset Swap Transactions (an "**Asset Swap Termination Event**"); or (iv) a Termination Event (as defined in the Swap Agreement) where the Issuer has the right to designate an Early Termination Date in respect of any Equity Swap Transaction (an "**Equity Swap Termination Event**"); or (v) the long term senior, unsecured rating assigned by Moody's Investors Service Limited ("**Moody's**") to the Swap Counterparty being withdrawn or is less than Ba1 or if the short term rating assigned by Moody's to the Swap Counterparty is less than P-3 (any such downgrade or withdrawal, a "**Moody's Ba1/P-3 Downgrade**" and such event, along with each of a Counterparty Bankruptcy Credit Event, an Event of Default with respect to the Swap Counterparty (other than a Counterparty Bankruptcy Credit Event), a Tax Termination Event, an Asset Swap Termination Event, an Equity Swap Termination Event and a Moody's Ba1/P-3 Downgrade, a "**Replacement Event**"), Garantum Fondkommission AB (or any successor entity thereto) (as Noteholder Facilitator) has the right, by notice to the Issuer with a copy to the Trustee (and, provided that, in the case of a Moody's Ba1/P-3 Downgrade only that the Swap Counterparty has given its prior written consent to such replacement) to select a replacement Swap Counterparty, from (and including) the date of the occurrence of such a Replacement Event up to (and including) the date falling 30 calendar days from the occurrence of the applicable Replacement Event.

Accordingly, where the Noteholder Facilitator makes such a selection, and provided certain other requirements are met, it is possible that the identity of the Swap Counterparty will change, and accordingly, the credit exposure of the Issuer and Noteholders to the Swap Counterparty may also change. As this right may be exercised whenever a Replacement Event occurs, the identity of the Swap Counterparty may change more than once during the duration of the Notes.

However, notwithstanding the above, no assurance can be given that a replacement Swap Counterparty will be identified by the Noteholder Facilitator upon the occurrence of a Replacement Event or that such replacement will be completed.

The replacement of the Swap Counterparty as described above may prevent an early termination of the Swap Agreement and therefore the early redemption of the Notes. However, even if such replacement is made, the Notes may still redeem early, in full, on some later date as a result of the occurrence of any Early Redemption Event and Noteholders will also still be exposed to the risk of a Collateral Event in respect of the Original Collateral, notwithstanding such replacement of the Swap Counterparty (including, for the avoidance of doubt, where such Collateral Event occurred prior to such replacement). The value of the Equity Swap Transactions under the Swap Agreement to the Issuer may have been higher at the time of the occurrence of the Replacement Event than as at the time of any subsequent early redemption of the Notes. As a result, the replacement of the Swap Counterparty in such circumstances may result in Noteholders receiving less in respect of their investment than they may otherwise have done if no replacement Swap Counterparty had been selected and had the Notes redeemed early as a result of such Swap Counterparty Event, or, as the case may be, a Counterparty Bankruptcy Credit Event.

As a result of the risk highlighted in the preceding paragraph, the inclusion of this right of replacement may mean that the value of the Notes from time to time may be lower than their value would otherwise have been had no such replacement right been included.

If a replacement Swap Agreement is not entered into within 30 calendar days following the occurrence of a Replacement Event (other than a Moody's Ba1/P3 Downgrade), the Swap Agreement shall automatically terminate and, if a Swap Termination Event, or a Tax Termination Event has occurred and no Early Redemption Commencement Date or Early Redemption Event has occurred pursuant to any other applicable Condition, the Issuer shall, as soon as is practicable (or, in any case, within 2 Reference Business Days after the end of the Replacement Period), give an Early Redemption Notice to the Noteholders (the date on which such Early Redemption Notice is deemed to have been given shall be an "**Early Redemption Commencement Date**") and the Notes shall become due and payable on the related Early Redemption Date. Certain risks associated with early redemption of the Notes are discussed above under "*Early Redemption*".

#### **Instructions to the Trustee following an Event of Default or an Enforcement Event**

In respect of a Class of Notes, while the Trustee is permitted to give notice to the Issuer of its determination that an Event of Default (in respect of such Class or all Classes, as applicable) has occurred (and that accordingly such Class of Notes have become immediately due and payable) and to determine that an Enforcement Event has occurred and enforce the security, it is not required to do so, unless directed by an Extraordinary Resolution passed by the Noteholders of such Class (or all Classes, as applicable) to do so and will only do so if the Trustee is indemnified and/or secured and/or prefunded to its satisfaction. The Swap Counterparty also has the right to direct the Trustee in writing to enforce security.

Accordingly, following (i) the occurrence of an Event of Default, the Trustee may accelerate the relevant Class of Notes at its discretion, but shall be obliged to accelerate if directed by an Extraordinary Resolution passed by the Noteholders of such Class (or all Classes, as applicable) (subject, in each case, to its being indemnified and/or secured and/or prefunded to its satisfaction), by giving notice to the Issuer that an Event of Default has occurred and that such Class of Notes have become immediately due and payable and then, if required enforce the security; and (ii) the Trustee becoming aware of the occurrence of an Enforcement Event, the Trustee may enforce the security at its discretion but shall enforce the security if directed by an Extraordinary Resolution passed by the Noteholders of such Class (or all Classes, if applicable) or if directed in writing by the Swap Counterparty (subject, in each case, to its being indemnified and/or secured and/or prefunded to its satisfaction). Noteholders of each Class should be aware that there is no assurance that the Trustee would exercise such discretion in circumstances where an Event of Default or Enforcement Event occurs. Even if the Trustee is willing to exercise such discretion or the Noteholders of a Class validly pass an Extraordinary Resolution (as described below) directing the Trustee to accelerate such Class of Notes or, as the case may be, enforce the security, the Trustee shall only do so if it is indemnified and/or secured and/or prefunded to its satisfaction. There may be a significant delay between the occurrence of an Event of Default or, as the case may be, the occurrence of an Enforcement Event (and, in the case of an Event of Default, the Trustee's notice to the Issuer that the relevant Class of Notes have become immediately due and payable) and any enforcement of the security following the occurrence of such Event of Default or, as the case may be,

such Enforcement Event as a consequence of, among other things, a delay in the Trustee receiving satisfactory indemnities and/or prefunding in circumstances where the Noteholders of such Class (or all Classes, if applicable) have directed the Trustee to accelerate and/or enforce. During the period of such delay, Noteholders' *pro rata* share of the proceeds of enforcement of the security may decrease substantially from what it would otherwise have been but for such delay and may in certain circumstances be zero. Noteholders of a Class may direct the Trustee by an Extraordinary Resolution with respect to an Event of Default or an Enforcement Event which solely affects such Class, and Noteholders of all Classes may direct the Trustee by an Extraordinary Resolution with respect to an Event of Default or an Enforcement Event which affects the Notes generally.

Upon the occurrence of an Event of Default in respect of a Class of Notes, Noteholders of such Class (or all Classes, as applicable), by passing an Extraordinary Resolution, will be entitled to direct the Trustee to give an Early Redemption Notice to the Issuer and, if necessary, direct the Trustee to enforce the security following such Event of Default, provided that in each case, the Trustee shall only do so if it is also indemnified and/or secured and/or prefunded to its satisfaction. Such Extraordinary Resolution if passed by way of a signed written resolution or given by way of electronic consents through the clearing systems (where the Notes are held on behalf of a Clearing System) must be passed by Noteholders of such Class holding, in aggregate, at least 75% in principal amount of all of the outstanding Notes of such Class or, if applicable, by Noteholders holding, in aggregate, across all Classes of Notes, at least 75% in principal amount of all of the outstanding Notes. Given the wide distribution of the Notes, Noteholders should be aware that there may be a significant delay between the Noteholders becoming entitled to make such a direction to the Trustee and Noteholders holding a sufficient nominal amount of the Notes being able to make such request and provide the required indemnification, security and/or prefunding to the Trustee. Accordingly, during the period of such delay, Noteholders' *pro rata* share of the proceeds of enforcement of the security may decrease substantially from what it would otherwise have been but for such delay and may in certain circumstances be zero.

### **Evolution of international fiscal policy**

The Company may not be considered as the beneficial owner of income received and therefore not be able to rely on a double taxation treaty on its own behalf.

Luxembourg has concluded a number of double taxation treaties with other states. It may be necessary or desirable for the Company to seek to rely on such treaties particularly in respect of income and gains of the Company. Whilst each double taxation treaty needs to be considered individually taking into account fiscal practices primarily of the country from whom relief is sought a number of requirements need to be met. These requirements may include ensuring that an entity is resident in Luxembourg, is subject to taxation there on income and gains and is also beneficially owner of such income and gains. Fiscal policy and practice is constantly evolving and at present the pace of evolution has been quickened due to a number of developments which include, but are not limited to, the Organisation for Economic Co-operation and Development (“OECD”)/G20 base erosion and profit shifting project. Fiscal policy may change which may or may not be accompanied by a formal announcement by any fiscal authority or the OECD. As a result, there can be no certainty that the Issuer will be able to rely on double tax treaties because fiscal practice of the construction of double tax treaties and the operation of the administrative processes surrounding those treaties may be subject to change. For example, fiscal practice could evolve such that the Issuer could be regarded as not being the beneficial owner because the overriding commercial object of the Issuer to allocate income and gains, less certain expenses and losses for the benefit of its investors, and the Issuer is entitled to a tax deduction in respect of that allocation and, as such, the Issuer would not be able to rely on a double taxation treaty on its own behalf.

### **EU Directive on the Taxation of Savings Income**

Council Directive 2003/48/EC on the taxation of savings income (the “Savings Directive”) requires an EU Member State to provide to the tax authorities of other EU Member States details of payments of interest and other similar income paid by a person established within its jurisdiction to (or for the benefit of) an individual resident, or certain other types of entities established, in that other EU Member State.

Austria instead opted for the possibility to impose a withholding system for a transitional period (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may



request that no tax be withheld) unless during such period it elects otherwise. In accordance with the law of 25 November 2014, Luxembourg elected out of the withholding system in favour of an automatic exchange of information with effect as from 1 January 2015.

The Council of the European Union has adopted a Directive (the “**Amending Directive**”) which will, when implemented, amend and broaden the scope of the requirements of the Savings Directive described above. The Amending Directive will expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities, and the circumstances in which payments must be reported or paid subject to withholding. For example, payments made to (or for the benefit of) (i) an entity or legal arrangement effectively managed in an EU Member State that is not subject to effective taxation, or (ii) a person, entity or legal arrangement established or effectively managed outside of the EU (and outside any third country or territory that has adopted similar measures to the Savings Directive) which indirectly benefit an individual resident in an EU Member State, may fall within the scope of the Savings Directive, as amended. The Amending Directive requires EU Member States to adopt national legislation necessary to comply with it by 1 January 2016, which legislation must apply from 1 January 2017.

If a payment were to be made or collected through an EU 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 pursuant to the Savings Directive or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such Directive, 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. Furthermore, once the Amending Directive is implemented and takes effect in EU Member States, such withholding may occur in a wider range of circumstances than at present, as explained above.

The Issuer is required to maintain a Paying Agent with a specified office in an EU Member State that is not obliged to withhold or deduct tax pursuant to any law implementing the Savings Directive or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000, which may mitigate an element of this risk if the Noteholder is able to arrange for payment through such a Paying Agent. However, investors should choose their custodians and intermediaries with care, and provide each custodian and intermediary with any information that may be necessary to enable such persons to make payments free from withholding and in compliance with the Savings Directive, as amended.

The Savings Directive may, however, be repealed in due course in order to avoid overlap with the amended Council Directive 2011/16/EU on administrative cooperation in the field of taxation, pursuant to which Member States will be required to apply other new measures on mandatory automatic exchange of information from 1 January 2016 (except that Austria is allowed to start applying these measures up to one year later).

Investors who are in any doubt as to their position should consult their professional advisers.

## **FATCA and the possibility of U.S. withholding tax on payments**

### ***Background***

The foreign account tax compliance provisions of the Hiring Incentives to Restore Employment Act of 2010 impose a withholding tax of 30 per cent. on (i) certain U.S. source payments and (ii) payments of gross proceeds from the disposition of assets that produce U.S. source dividends or interest, in either case made to persons that fail to meet certain certification or reporting requirements. To avoid withholding under “FATCA” (as defined in Master Condition 1(a) (Definitions)), a non-U.S. financial institution (“**FFI**”) must enter into an agreement with the Internal Revenue Service (an “**IRS Agreement**”) (as described below) or otherwise be exempt from the requirements of FATCA. Non-U.S. financial institutions that enter into IRS Agreements or become subject to provisions of local law (“**IGA legislation**”) intended to implement an intergovernmental agreement entered into pursuant to FATCA (“**IGAs**”), may be required to identify “financial accounts” held by U.S. persons or entities with substantial U.S. ownership, as well as accounts of other financial institutions that are not themselves participating in (or otherwise exempt from) the FATCA reporting regime. In addition, in order (a) to obtain an exemption from FATCA withholding on payments it receives or (b) to comply with any applicable IGA legislation, a financial institution that enters into an IRS Agreement or is subject to IGA legislation may be required to (i) report certain information on its U.S.

account holders to the government of the United States or another relevant jurisdiction and (ii) withhold 30 per cent. from all, or a portion of, certain payments made to persons that fail to provide the financial institution information, consents and forms or other documentation that may be necessary for such financial institution to determine whether such person is compliant with FATCA or otherwise exempt from FATCA withholding.

Under FATCA, withholding is required with respect to payments to persons that are not compliant with FATCA or that do not provide the necessary information, consents or documentation, where such payments are made on or after (i) July 1, 2014 in respect of certain U.S. source payments, (ii) January 1, 2017, in respect of payments of gross proceeds (including principal repayments) on certain assets that produce U.S. source interest or dividends and (iii) January 1, 2017 (at the earliest) in respect of “foreign passthru payments”, provided that for “obligations” that are not treated as equity for U.S. federal income tax purposes, FATCA withholding will only apply to such obligations that are issued or materially modified on or after (a) July 1, 2014 or (b) the date that is six months after the date on which the final regulations defining “foreign passthru payments” are filed with the Federal Register in the case of an obligation that would only be subject to FATCA withholding to the extent payments on such obligation were treated as “foreign passthru payments”.

The application of FATCA to interest, principal or other amounts paid with respect to the Notes, the Collateral (if any) and the Swap Agreement (if any) and the information reporting obligations of the Company or the Issuer, as appropriate, and other entities in the payment chain is still developing. In particular, a number of jurisdictions (including Luxembourg) have entered into IGAs with the United States, which modify the way in which FATCA applies to their jurisdictions. The full impact of such IGAs and IGA legislation thereunder on reporting and withholding responsibilities under FATCA is unclear. The Company or the Issuer, as appropriate, and other entities in the payment chain may be required to report certain information on their U.S. account holders to government authorities in their respective jurisdictions or the United States in order (i) to obtain an exemption from FATCA withholding on payments they receive or (ii) to comply with applicable law in their jurisdiction. It is not yet certain how withholding on “foreign passthru payments” will be dealt with under the IGAs or if such withholding will be required at all.

***Possible impact on Payments on Collateral (if any) and Swap Agreement (if any)***

If the Company or the Issuer, as appropriate, fails to comply with its obligations under FATCA (including the Luxembourg IGA and any IGA legislation thereunder), it may be subject to FATCA withholding on all, or a portion of, payments it receives with respect to the Collateral (if any) or the Swap Agreement (if any). Any such withholding would, in turn, result in the Issuer having insufficient funds from which to make payments that would otherwise have become due in respect of the Notes and the Swap Agreement, as applicable. No other funds will be available to the Issuer to make up any such shortfall and, as a result, the Issuer may not have sufficient funds to satisfy its payment obligations to Noteholders. Additionally, if payments to the Issuer in respect of its assets, including the Collateral (if any), are, will become or are deemed on any test date to be subject to FATCA withholding, the Notes will be subject to early redemption (see “*Early Redemption*” above). No assurance can be given that the Company or the Issuer, as appropriate, can or will comply with its obligations under FATCA or that the Company or the Issuer, as appropriate, will not be subject to FATCA withholding.

***Possible impact on payments on the Notes***

The Issuer expects to require (and expects other intermediaries through which Notes are held to require) each Noteholder to provide certifications and identifying information about itself and its owners (or beneficial owners) in order to enable the Issuer (or such an intermediary) to identify and report on the Noteholder and certain of the Noteholder's direct and indirect U.S. beneficial owners to the Internal Revenue Service or another applicable authority. The Issuer may also be required to withhold amounts from Noteholders (including intermediaries through which such Notes are held) that are FFIs that are not compliant with, or exempt from, FATCA or Noteholders that do not provide the information, documentation or certifications required for the Issuer to comply with its obligations under FATCA. Additionally, the Issuer is also permitted to make any amendments to the Notes and the Swap Agreement (if any) as may be necessary to enable the Issuer to comply with its obligations under FATCA (including the Luxembourg IGA and any IGA legislation thereunder) and any such amendment will be binding on the Noteholders.

Neither a Noteholder nor a beneficial owner of Notes will be entitled to any additional amounts in the event FATCA withholding tax is imposed on any payments on or with respect to the Notes. As a result, Noteholders may receive less interest or principal, as applicable, than expected.

FATCA IS PARTICULARLY COMPLEX AND ITS APPLICATION TO THE COMPANY, THE ISSUER, THE NOTES AND NOTEHOLDERS IS SUBJECT TO CHANGE. EACH NOTEHOLDER SHOULD CONSULT ITS OWN TAX ADVISER TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA AND TO LEARN HOW FATCA MIGHT AFFECT SUCH NOTEHOLDER IN LIGHT OF ITS PARTICULAR CIRCUMSTANCES.

## **Recent Global Events**

### ***General***

Since mid-2007, the global economy and financial markets have experienced extreme levels of instability.

The initial trigger for the instability was a downturn in the U.S. housing market. Significant declines in house prices in the U.S. from early 2005, combined with interest rate rises, led to increases in mortgage default levels, particularly in relation to mortgages granted to sub-prime borrowers (that is borrowers with a poor or no credit history). Financial exposure to such mortgage assets had been widely distributed on a global basis via securitisations and other risk transfer mechanisms. As a result, a significant number of global commercial banks, investment banks, government-sponsored entities, hedge funds, structured investment vehicles and institutional investors had gained exposure to defaults in respect of such mortgage assets. By mid-2007, concerns about the value of mortgage assets held by these entities led to a general tightening of available credit and liquidity in the global financial markets.

During 2008, the initial instability intensified into a severe global financial crisis. Notwithstanding steps taken by the central banks of the U.S., the U.K. and certain other countries and the European Central Bank to increase liquidity, continued disruption to the credit and liquidity markets and concerns about the value of mortgage assets and credit-related products generally, led to substantial write-downs of asset values by a number of institutions, including government-sponsored entities, insurers and major commercial and investment banks. These write-downs caused many such entities to seek additional capital, to merge with other institutions and, in some cases, to go into insolvency or to be the subject of government bail-out.

In September 2008, the crisis saw a series of collapses of government-sponsored entities, insurers and major commercial and investment banks around the world. These collapses included the bail-out by the U.S. government of the Federal Home Loan Mortgage Corporation (Freddie Mac) and the Federal National Mortgage Association (Fannie Mae), the insolvency of investment bank Lehman Brothers Holdings Inc., the bail-out by the U.S. government of the major U.S. insurer American International Group, Inc., and numerous other rescues and bail-outs in other countries.

In response to the crisis various governments and central banks took substantial measures to ease liquidity problems and enacted fiscal stimulus packages and measures to support certain entities affected by the crisis. Such measures included establishing special liquidity schemes and credit facilities, bank recapitalisation programmes and credit guarantee schemes.

In an attempt to counteract recessionary pressures, the central banks of the U.S., the U.K. and certain other countries and the European Central Bank also lowered interest rates, in some cases to record low levels.

A number of countries have accumulated significant levels of public debt both absolutely and relative to GDP. In connection with this, the global economy and financial markets have further experienced levels of instability and crises, in particular in respect of certain countries that had adopted the Euro (the “**Eurozone Countries**”), such as Greece, Italy, and Spain. This has led to concerns in relation to the sovereign credit risk of other Eurozone economies, as well as to the survival of the euro itself, and it is possible that the structure, nature and regulation of financial markets, including sovereign credit markets, may be fundamentally altered.

A number of Eurozone countries have seen yields on new issues of sovereign debt increase to levels that some commentators have argued are not sustainable. Such increases, combined with existing levels of national debt, have given rise to ongoing concerns of the ability of such Eurozone countries to service their existing debt obligations. Furthermore, Greece restructured a majority of its sovereign debt in the first half of 2012.

2012 saw dialogue among the Eurozone Countries regarding, among other things, the control of fiscal policy, the operation of the European Central Bank, the structuring of the European Financial Stability Facility and the establishment of the European Stability Mechanism. During this time several rating agencies have downgraded a number of Eurozone Countries, including Spain, by one or more notches.

The ongoing concerns regarding the Eurozone Countries, including the possibility of a withdrawal from the Euro by one or more Eurozone Countries or a wider restructuring of the Euro, are likely to continue to effect the financial condition and stability of individual Eurozone Countries and, more widely, the European Union and the global economy.

The above factors have also led to substantial volatility in markets across asset classes, including (without limitation) stock markets, foreign exchange markets, fixed income markets and credit markets.

There can be no assurance that the steps taken by governments to ameliorate the global financial crisis will be successful or that the global recovery will continue. The structure, nature and regulation of financial markets in the future may be fundamentally altered as a consequence of the global financial crisis, possibly in unforeseen ways. There can be no assurance that similar or greater disruption may not occur in the future for similar or other reasons. In addition, the attempts being taken to reduce the high level of sovereign debt may themselves contribute to a further global recession.

There can be no assurance as to how severe the global recession will be or as to how long it will last. There can be no assurance that government actions to limit the impact of the crisis will be successful and that they will not instead lead or contribute to a deeper and/or longer-lasting recession. Economic prospects are subject to considerable uncertainty.

Prospective investors should ensure that they have sufficient knowledge and awareness of the global financial crisis and the responses thereto and of the economic situation and outlook as they consider necessary to enable them to make their own evaluation of the risks and merits of an investment in the Notes. In particular, prospective investors should take into account the considerable uncertainty as to how the global financial crisis and the wider economic situation will develop over time.

Any person who had held securities during the periods considered above, particularly structured securities, would be highly likely to have suffered significant adverse effects as a result of such holding, including, but not limited to, major reductions in the value of those securities and a lack of liquidity. Prospective investors should consider carefully whether they are prepared to take on similar risks by virtue of an investment in the Notes.

### ***Impact on Liquidity***

The events outlined above have had an extremely negative effect on the liquidity of financial markets generally and in the markets in respect of certain financial assets or in the obligations of certain obligors. This has particularly been the case with respect to the market for structured assets and the obligations of financial institutions and certain sovereigns. Such assets may either not be saleable at all or may only be saleable at significant discounts to their estimated fair value or to the amount originally invested. No assurance can be given that liquidity in the market generally, or in the market for any particular asset class or in the obligations of any particular financial institution or sovereign, will improve or that it will not worsen in the future. Such limited liquidity may have a negative impact on the value of the Notes and the theoretical value of the shares comprising the Equity Basket (which, in turn, may have a negative impact on the value of the Equity Swap Transactions). In particular, should the Notes be redeemed early, Noteholders will be exposed to the liquidation value of the Swap Agreement.

### ***Impact on Credit***

The events outlined above have negatively affected the creditworthiness of a number of entities, in some cases to the extent of collapse or requiring government rescue. Such credit deterioration has and may continue to be widespread and is no longer confined to the financial services sector. The value of the Notes or of the amount of payments under them may be negatively affected by such widespread credit deterioration. Prospective investors should note that recoveries on assets of affected entities have in some cases been *de minimis* and that similarly low recovery levels may be experienced with respect to other entities in the future which may include the Original Collateral Obligors and any Eligible Securities delivered pursuant to the Credit Support Annex.

### ***Impact of Increased Regulation and Nationalisation***

The events since 2007 have seen increased involvement of governmental and regulatory authorities in the financial sector and in the operation of financial institutions. In particular, governmental and regulatory authorities in a number of jurisdictions have imposed stricter regulatory controls around certain financial activities and/or have indicated that they intend to impose such controls in the future. The United States of America, the European Union and other jurisdictions are actively considering various reform measures. In certain jurisdictions (e.g. the United States of America), legislation has come into force in this respect, although the rules and regulations required to implement the particulars of any such legislation have yet to be considered. In other jurisdictions (e.g. the European Union), a number of draft pieces of legislation have been proposed and are currently being considered. Such regulatory changes and the method of their implementation may have a significant impact on the operation of the financial markets. It is uncertain how a changed regulatory environment will affect the Issuer and the treatment of the Notes, the Swap Counterparty, the Dealer and the other transaction parties. In addition, governments have shown an increased willingness wholly or partially to nationalise financial institutions, corporates and other entities in order to support the economy. Such nationalisation may impact adversely on the value of the stock or other obligations of any such entity. In addition, in order to effect such nationalisation, existing obligations or stock might have their terms mandatorily amended or be forcibly redeemed. To the extent that Credit Suisse International, as the Swap Counterparty, Disposal Agent and Calculation Agent, and/or the Original Collateral Obligors or any other person or entity connected with the Notes is subject to nationalisation or other government intervention, it may have an adverse effect on a holder of the Notes.

### ***Systemic Risk***

Financial institutions and other significant participants in the financial markets that deal with each other are interrelated as a result of trading, investment, clearing, counterparty and other relationships. This risk is sometimes referred to as “systemic risk”. Financial institutions such as Credit Suisse International, and those other parties acting as the Trustee, the Custodian and certain Agents (or any affiliate of any of them) and any Eligible Securities held by the Issuer from time to time that are financial institutions (which will be the case in respect of the Original Collateral Obligors) or are significant participants in the financial markets are likely routinely to execute a high volume of transactions with various types of counterparties, including brokers and dealers, commercial banks, investment banks, insurers, mutual and hedge funds and institutional clients. To the extent they do so, they are and will continue to be exposed to the risk of loss if counterparties fail or are otherwise unable to meet their obligations. In addition, a default by a financial institution or other significant participant in the financial markets, or concerns about the ability of a financial institution or other significant participant in the financial markets to meet its obligations, could lead to further significant systemic liquidity problems and other problems that could exacerbate the global financial crisis and as such have a material adverse impact on other entities.

### ***Foreign Exchange Risk***

The Eligible Securities may be denominated in a different currency from the Notes. Accordingly, the Noteholders shall be exposed to foreign exchange risk of EUR and/or any other currency in respect of which the Original Collateral and Eligible Securities are denominated in against SEK. The volatility of foreign exchange rates may therefore lead to Noteholders suffering a significant loss on their investment as a result of the movement of such foreign exchange rates during the life of the Notes.

### ***No disclosure of information; disclosure of confidential information***

The Issuer or Credit Suisse International may, whether by virtue of the types of relationships described herein or otherwise, at any time, be in possession of information in relation to the Original Collateral, Original Collateral Obligors, Eligible Securities or the Equity Basket or the Swap Counterparty that is or may be material in the context of the issue of the Notes and that may or may not be publicly available or known to the Noteholder, and the Notes do not create any obligation on the part of the Issuer or Credit Suisse International or any other person to disclose to any Noteholder any such relationship or information (whether or not confidential).

## TRANSACTION DESCRIPTION

*This Transaction Description must be read as a description only of certain features of the Notes. 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 herein. This Transaction Description does not contain all the information which may be important to prospective investors. Prospective investors should read the entirety of this Prospectus and the documents incorporated by reference herein. In addition, prospective investors should consult with their investment, legal, accounting, tax and other advisers with respect to any investment in the Notes.*

*The information contained in this section is subject in its entirety to the Issue Terms of the Notes.*

*This section is not intended as a description of the risks an investment in any of the Notes may involve. Risks specifically relating to the Notes are set out in the section of this Prospectus entitled "Risk Factors".*

### **Issuer**

The Notes are issued by Argentum Capital S.A. (the "**Company**") acting in respect of Compartment GAP 2477 and 2478 November 2015 (the "**Issuer**") and are secured, limited recourse obligations of the Issuer. The Issuer is described in more detail in the section of this Prospectus entitled "*Description of the Company and the Compartment*".

### **Status of the Notes**

The Notes are secured, limited recourse obligations of the Issuer. This means that the Secured Creditors (which include the Noteholders and each of the Trustee and various agents involved in the issue of the Notes) only have the right to claim against specific assets of the Issuer that relate to the Notes (being referred to in this Prospectus as the Mortgaged Property).

### **Classes**

The Notes comprise two Classes: the Class A Notes and the Class B Notes.

The Class A Notes rank *pari passu* without any preference among themselves and the Class B Notes rank *pari passu* without any preference among themselves. Furthermore, the Class A Notes and the Class B Notes rank *pari passu* with each other without any preference among the Classes.

Each Class of Notes is linked to the same Original Collateral as the other Class of Notes, but differs in its equity-linked exposure. At maturity of the Notes, a Noteholder may be entitled to an amount which is derived from the Equity Swap Transaction relating to the relevant Class and referencing a basket of shares, as described in more detail below and elsewhere in this Prospectus. Such additional equity-linked amount (if any) receivable by a Noteholder of a Class may differ from the corresponding amount (if any) receivable by a Noteholder of a different Class.

### **Aggregate Nominal Amount of the Series**

The Aggregate Nominal Amount of the Series on the Issue Date will be up to SEK 400,000,000, comprising the aggregate of the Initial Class Aggregate Nominal Amount for each Class of Notes as follows:

- (a) up to SEK 200,000,000 in aggregate nominal amount of the Class A Notes; and
- (b) up to SEK 200,000,000 in aggregate nominal amount of the Class B Notes.

The precise Initial Class Aggregate Nominal Amount of each Class of Notes to be issued will be published on the website of the Irish Stock Exchange ([www.ise.ie](http://www.ise.ie)) and filed with the Central Bank of Ireland in accordance with Article 8 of the Prospectus Directive, in each case, on or around the Issue Date.

### **Interest on the Notes**

No amount of interest will be payable in respect of any Class of Notes.

### **Maturity**

No amounts are scheduled to be paid to Noteholders under any Class of Notes until their scheduled maturity date, which is expected to be on 21 April 2022, in each case subject to any postponement in the settlement of the Equity Swap Transaction relating to the relevant Class in accordance with its terms (in respect of a Class,

the “**Maturity Date**”). The maturity date of any Class of Notes may be further postponed if the Calculation Agent determines that facts exist which may (assuming the expiration of any applicable grace period) amount to a Collateral Event in respect of a Collateral Component, as described in more detail below.

### **Overview of the Swap Agreement**

The payments which a Noteholder of a Class of Notes is entitled to receive will depend on (amongst other things) (a) the occurrence of any Collateral Event in respect of one or both of the Collateral Components and (b) the performance of the Equity Basket referenced by the Equity Swap Transaction, in each case relating to the relevant Class, and as illustrated by the diagram at the end of this Transaction Description.

On the Issue Date, the Issuer will enter into the Swap Agreement in respect of the Notes with Credit Suisse International in its capacity as Swap Counterparty, under which the Issuer and the Swap Counterparty will enter into an Asset Swap Transaction and an Equity Swap Transaction relating to each Class of Notes.

In the absence of an Early Redemption Event, the return on each Class of Notes will reflect the amount receivable by the Issuer under the related Asset Swap Transaction and the related Equity Swap Transaction. Each Equity Swap Transaction is subject to a participation percentage and references the Equity Basket. Therefore, the relative return on each Class of Notes may differ and will be dependent on the relative performance of the Equity Basket and the level of such participation for that Class, as described further below.

For so long as any Notes remain outstanding, copies of the programme documentation (including the Base Prospectus, sections of which are incorporated by reference herein) and the issue documentation (including the documentation relating to the Asset Swap Transaction and the Equity Swap Transaction in respect of each Class) will be available for inspection in physical form free of charge, during normal business hours on any weekday (Saturdays and public holidays excepted), at the registered office of the Company and at the specified offices of the Issuing and Paying Agent, the Registrar and the Noteholder Facilitator.

### **Overview of the Original Collateral and impact of Collateral Events on the Notes**

#### *Overview*

Each Class of Notes is secured, amongst other things, the Original Collateral and rights under identical (save for the notional amount) Asset Swap Transactions, as evidenced by a single confirmation.

The Original Collateral relating to a Class will be of the same type, and with the same weightings, as the Original Collateral relating to another Class.

Provided that no Early Redemption Event resulting in redemption of the Notes in full has occurred by the Reference Business Day immediately preceding the Maturity Date (subject to the existence of any Potential Collateral Event), the Swap Counterparty will be obliged to pay an amount to the Issuer on the Reference Business Day immediately preceding the Maturity Date equal to the product of (i) the then Outstanding Principal Amount of such Class and (ii) the applicable Fee Calculation Factor applicable as at the Maturity Date. If, for the avoidance of doubt, the Notes have partially redeemed following a Collateral Event and only SEK 1 remains outstanding in respect of each Note, the Swap Counterparty shall still be obliged to pay such amount to the Issuer on the Reference Business Day immediately preceding the Maturity Date.

The consequences of the occurrence of a Collateral Event are described in more detail below.

#### *Original Collateral Obligors and Collateral Components*

The Original Collateral in respect of each Class of Notes is expected to comprise (i) a nominal amount of 1.5 per cent. bonds due 2022 issued by Barclays PLC (ISIN XS1116480699); and (ii) a nominal amount in EUR of 1.25 per cent. bonds due 2022 issued by Credit Suisse Group Funding (Guernsey) Limited and guaranteed by Credit Suisse Group AG (ISIN: XS1218287230) (each of (i) and (ii) a “**Collateral Component**” and together, the “**Original Collateral**”), in each case determined by reference to the EUR equivalent of the portion of the issue proceeds of each Class allocated to the relevant Collateral Component, or such other bonds issued by one of these issuers or an entity that owns, directly or indirectly, a majority of the voting power of such issuer as may be determined by the Dealer (any such other bond, an “**Alternative Collateral Component**”) as at the Original Collateral Event Observation Start Date (expected to be 26 November 2015).

The issuers of the Collateral Components are expected to be Barclays PLC and Credit Suisse Group Funding (Guernsey) Limited respectively (each an “**Original Collateral Obligor**” and together the “**Original Collateral Obligors**”, provided that where the Collateral Components are issued by an entity that owns, directly or indirectly, a majority of the voting power of either Barclays PLC or Credit Suisse Group Funding (Guernsey) Limited, the Original Collateral Obligor in respect of such Collateral Component shall be such entity).

The Dealer shall make decisions with respect to determining any Alternative Collateral Component in a commercially reasonable manner. While such determination shall be made solely by the Dealer, it shall consult with the Noteholder Facilitator when making such determination.

The Collateral Components and Original Collateral Obligors shall be notified to the Noteholders on or about the Issue Date.

A description of the Original Collateral Obligors is set out under the section of this Prospectus entitled “*Description of the Original Collateral Obligors*”. A description of the each Collateral Component is set out under the section of this Prospectus entitled “*Description of the Original Collateral*”.

#### *Collateral Events*

The Collateral Components comprising the Original Collateral shall be subject to the occurrence of any of the following Collateral Events occurring during the term of the Notes:

- (a) an Original Collateral Call, meaning notice is given that any of the Collateral Components is called for redemption or repayment or prepayment (whether in whole or in part) prior to its scheduled maturity date;
- (b) an Original Collateral Default, meaning any of the Collateral Components becomes payable or repayable or becomes capable of being declared due and payable prior to its stated maturity for whatever reason, otherwise than in accordance with their scheduled repayment profile or as a result of the exercise of an issuer option or a holder option unless such option arises as a result of an event of default, a tax event or other similar event;
- (c) an Original Collateral Payment Failure, meaning the failure by the relevant Original Collateral Obligor to make a scheduled payment in respect of the Collateral Component on the date, in the place and in the currency such payment was originally scheduled to be made (disregarding any terms allowing for non-payment, deferral or adjustments to any scheduled payments and any notice or grace period in respect thereof) in respect of such Collateral Component; or
- (d) an Original Collateral Conversion, meaning the conversion of a Collateral Component into any other financial instrument upon the exercise by the relevant Original Collateral Obligor of any option or other right to convert the Collateral Component under the terms and conditions of the Collateral Component.

#### *Consequence of Collateral Events, including redemption of the Notes*

If the Calculation Agent determines that a Collateral Event has occurred with respect to any Collateral Component (such Collateral Component, an “**Affected Collateral Component**” and the date of such determination being the “**Collateral Event Determination Date**”), then:

- (i) as soon as reasonably practicable, and in any event within the Early Redemption Notification Period commencing on (and including) the Collateral Event Determination Date, the Issuer (or the Issuing and Paying Agent on its behalf, having been instructed by the Issuer or the Calculation Agent) will give an Early Redemption Notice (which shall relate solely to the portion of the Notes being partially redeemed) to the Noteholders of the determination of the Collateral Event (the date of such notice to the Noteholders being the “**Early Redemption Commencement Date**”), including a description in reasonable detail of the facts relevant to such determination, by forwarding with such Early Redemption Notice a copy of the notice delivered by the Calculation Agent with respect to the Collateral Event Determination Date or the information provided therein;
- (ii) on a date (the “**Collateral Event Valuation Date**”) falling as soon as reasonably practicable within 5 Business Days of the Early Redemption Commencement Date, the Calculation Agent shall, in respect of each Class of Notes, determine the Partial Class Asset Swap Value in respect of the



Affected Collateral Component and shall seek quotations from 5 dealers in the market for the Affected Collateral Component;

- (iii) the Affected Collateral Component shall be liquidated on the Collateral Event Valuation Date by selling to the Quotation Dealer who provides the highest quotation;
- (iv) each Note will be partially redeemed on the Cash Early Redemption Date by payment to each Noteholder of its Collateral Event Early Cash Redemption Amount (which may be zero), irrespective of whether the relevant Collateral Event is continuing, and the payment of such amount shall satisfy the Issuer's obligations in respect of such *pro rata* proportion of each Note, provided that where the Outstanding Principal Amount of a Class of Notes would otherwise be reduced to zero prior to the Maturity Date as a result of the occurrence of a Collateral Event, SEK 1 of each Note of such Class of Notes shall remain outstanding so as to enable any portion of the Final Redemption Amount attributable to an Additional Payout Amount to be payable to the Noteholders of such Class on the Maturity Date; and
- (v) the outstanding nominal amount of each Note of a Class shall be reduced by an amount equal to the product of (X) the Weighting of the Affected Collateral Component and (Y) the Specified Denomination of such Note, for all purposes with effect from the relevant Early Redemption Date, unless payment of the relevant Collateral Event Early Cash Redemption Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Collateral Event Early Cash Redemption Amount.

The Collateral Event Early Cash Redemption Amount means, in respect of each Note of each Class of Notes, an amount determined by the Calculation Agent equal to its *pro rata* share of (i) the proceeds of the liquidation of the Affected Collateral Component attributable to such Class of Notes *plus* (ii) the Partial Class Asset Swap Gain (if any) *minus* (iii) the Partial Class Asset Swap Loss (if any).

#### *Consequence of Suspension Periods*

The payment obligations of the Issuer under each Class of Notes will be partially suspended if the Calculation Agent determines that facts exist which may amount to a Collateral Event following the expiration of any applicable grace period. Such suspension shall relate to a proportion of each Note corresponding to such Note's *pro rata* share of the notional amount of the Affected Collateral Component to which such suspension relates. During the Suspension Period, (i) the Issuer shall make no payments on account of principal under the Notes with respect to the relevant portion; and (ii) neither the Issuer nor the Swap Counterparty shall make any payments under the Swap Agreement with respect to the relevant portion.

If a Collateral Event (i) occurs during the Suspension Period (which will be a period of ten Reference Business Days) then no further payments will be made under each Class of Notes in respect of principal and the Notes will be redeemed at the Early Cash Redemption Amount in respect of the proportion of each Note corresponding to such Note's *pro rata* share of the notional amount of the Affected Collateral Component) or (ii) has not occurred on the last day of the Suspension Period, any principal amount which would otherwise have been payable will be payable on the second Business Day following the earlier of (i) last day of such Suspension Period or (ii) the date on which the Calculation Agent determines that the events which may have resulted in the Collateral Event have been remedied or no longer exist.

Noteholders will not be entitled to receive any further payments as a result of such suspension and the corresponding delay in payment of any principal amount.

#### *Worked example of a Collateral Event*

The following sets out an example of the impact of a Collateral Event in respect of a Collateral Component on a Class of Notes and the related Asset Swap Transaction. The figures and events used for the purposes of the example are indicative only and are not intended as a guide as to the actual or expected performance of any Class of Notes. The performance of any Class of Notes may be better or worse than set out in the following example.

The example assumes the following:

- (a) the Class of Notes references two Collateral Components, each equally weighted;

- (b) the Class Collateral Component Amount relating to the Affected Collateral Component is SEK 500,000;
- (c) the Initial Class Aggregate Nominal Amount of the Class of Notes (and the notional amount in respect of the related Asset Swap Transaction) is SEK 1,000,000;
- (d) no Swap Counterparty Equity Final Exchange Amount is payable under the Equity Swap Transaction relating to the Class of Notes; and
- (e) no Early Redemption Event (including any Event of Default) has occurred in respect of the Class of Notes and all transaction parties comply with their obligations relating to the Class of Notes.

Based on these assumptions:

If a Collateral Event occurs in respect of a Collateral Component prior to 1 January 2016, the Issuer gives an irrevocable notice of early redemption and the liquidation proceeds relating to the Affected Collateral Component in respect of the relevant Class are SEK 250,000, and an amount equal to the Partial Class Asset Swap Loss of SEK 50,000 is payable to the Swap Counterparty by the Issuer and there is no Partial Class Asset Swap Gain then:

- (a) the Issuer will pay a holder of a Note of such Class having a nominal amount of SEK 10,000 a Collateral Event Early Cash Redemption Amount equal to SEK 2,000, being its *pro rata* share of (i) SEK 250,000 (being the proceeds of the liquidation) *minus* (ii) SEK 50,000 (being an amount equal to the Partial Class Asset Swap Loss payable to the Swap Counterparty by the Issuer under the related Asset Swap Transaction); and
- (b) the outstanding nominal amount of a Note of such Class having a nominal amount of SEK 10,000 shall be reduced by SEK 5,000, being equal to its *pro rata* share of the product of (X) 50% (being the Weighting of the Affected Collateral Component) and (Y) SEK 1,000,000 (being the Initial Class Aggregate Nominal Amount of such Note).

Provided no further Collateral Event occurs, a Note of such Class having an initial nominal amount of SEK 10,000 shall be redeemed on the Maturity Date by a further payment by the Issuer of SEK 5,000, representing a loss of SEK 3,000.

### **Impact of the Asset Swap Transactions on the Notes**

Under the Asset Swap Transactions, the Issuer agrees to pay the amount in respect of interest and/or principal scheduled to be paid, as at the Collateral Event Observation Start Date (expected to be 26 November 2015) in respect of each Collateral Component to the Swap Counterparty on the Reference Business Day immediately following the day on which such payments are due to be paid in respect of the relevant Collateral Component (save that where the redemption date of any Collateral Component falls after the Maturity Date of the Notes, the Issuer shall deliver such Collateral Component to the Swap Counterparty rather than making a payment to the Swap Counterparty), and the Swap Counterparty agrees to pay (i) an amount equal to the then nominal amount of the relevant Class of Notes to the Issuer on the Reference Business Day immediately prior to the Maturity Date and (ii) following the occurrence of a Collateral Event, an amount equal to any Partial Class Asset Swap Gain on the Reference Business Day immediately prior to the relevant Early Redemption Date.

### **Impact of the Equity Swap Transactions on the Notes**

#### *Overview*

In respect of each Class of Notes, an Additional Payout Amount, which is expected to be funded by the Swap Counterparty Equity Final Exchange Amount (if any) receivable by the Issuer under the Equity Swap Transaction relating to such Class and referencing the Equity Basket, may be payable as part of the redemption amount due in respect of each Note on the Maturity Date. The Equity Basket (referenced by the Equity Swap Transaction relating to each Class of Notes) references a basket of shares. Each of the Equity Swap Transactions relating to the Notes will be evidenced by a confirmation incorporating by reference the 2002 Equity Derivatives Definitions published by ISDA (the “**Equity Derivatives Definitions**”).

In respect of each Class of Notes, the performance of the Equity Basket, together with the participation percentage applicable to the Equity Swap Transaction relating to such Class (the “**Participation**”), will

determine the Additional Payout Amounts (if any) payable in respect of such Class on the Maturity Date. The Participation in respect of each Class of Notes is to be determined by the Issuer, or the Calculation Agent on its behalf, and notified to the Noteholders on or about the Issue Date, and: (i) in respect of the Class A Notes, is expected to be 110% (indicative only) but which may be higher or lower and in any event shall not be less than 80%; and (ii) in respect of the Class B Notes, is expected to be 240% (indicative only) but which may be higher or lower and in any event shall not be less than 200%.

*The Equity Basket*

The composition of the Equity Basket on the Issue Date is set out below. The shares referenced in the Equity Basket may be subject to adjustment in accordance with the terms of the corresponding Equity Swap Transaction.

The Swap Counterparty Equity Final Exchange Amount (if any) payable to the Issuer under the Class A Equity Swap Transaction and the Class B Equity Swap Transaction (and, accordingly, the Additional Payout Amounts (if any) in respect of the Class A Notes and the Class B Notes) will depend in part on the performance of the Equity Basket, which on the Issue Date consists of the following basket of shares:

<b>i</b>	<b>Share<sub>i</sub></b>	<b>Bloomberg Code</b>	<b>Exchange</b>
1	TELE2 AB	TEL2B SS Equity	Stockholm Stock Exchange
2	ALLIANZ SE	AIV GY Equity	XETRA
3	ENGIE	ENGI FP Equity	NYSE Euronext – Euronext Paris
4	MUENCHENER RUECKVERSICHERUNGSGESELLSCHAFT RUECKVER AG-REG	MUV2 GY Equity	XETRA
5	UNIBAIL-RODAMCO SE	UL NA Equity	Euronext Amsterdam
6	HSBC HOLDINGS PLC	HSBA LN Equity	London Stock Exchange
7	NATIONAL GRID PLC	NG/ LN Equity	London Stock Exchange
8	SWEDBANK AB	SWEDA SS Equity	Stockholm Stock Exchange
9	TELIASONERA AB	TLSN SS Equity	Stockholm Stock Exchange
10	SKANDINAVISKA ENSKILDA BANKEN AB	SEBA SS Equity	Stockholm Stock Exchange

Information (including information as to their past and future performance and volatility) about the shares included in the Equity Basket may be obtained on Bloomberg under the codes set out in the table above.

*Formula for calculating the Swap Counterparty Equity Final Exchange Amount and the Additional Payout Amount*

The Additional Payout Amount (if any) payable in respect of each Class of Notes is expected to be funded by the corresponding Swap Counterparty Equity Final Exchange Amount (if any) receivable by the Issuer on the Reference Business Day immediately preceding the Maturity Date (the “**Swap Counterparty Equity Final Exchange Date**”). Any such Swap Counterparty Equity Final Exchange Amount will be determined by the Calculation Agent by reference to a formula.

For the purpose of determining any Swap Counterparty Equity Final Exchange Amount receivable by the Issuer under the Equity Swap Transaction relating to each of the Class A Notes and the Class B Notes, the Calculation Agent will apply the formula to in summary:

- (a) determine, in respect of each share referenced in the Equity Basket, expressed as a percentage (i) the arithmetic average of the official closing levels of such share on the monthly Averaging Dates (which are expected to be the 22nd calendar day of each month from, and including, 22 March 2020 to, and including, 22 March 2022) *divided by* (ii) the official closing level of such share on the Initial Setting Date in respect of such Equity Swap Transaction (which is expected to be 30 November 2015) (each, an “**Average Share Return**”);
- (b) deduct, in respect of each such share, 100% from the Average Share Return for that share, generating a percentage (which may be positive or negative) indicating the performance of such share (by reference to the closing levels thereof on the Averaging Dates and not any other dates) over the life of such Equity Swap Transaction (each, a “**Relative Share Return**”);
- (c) determine, by reference to the Relative Share Returns of all the shares referenced in the Equity Basket (such performance determined as summarised in paragraphs (a) and (b) above in respect of each share), the arithmetic average performance of all the shares referenced in the Equity Basket, generating, in effect, the average relative return of the relevant basket of shares (the “**Share Return**”); and
- (d) if such Share Return is positive, determine the Swap Counterparty Equity Final Exchange Amount by multiplying the Share Return by the product of (i) the Swap Notional Amount (being equal to the Initial Class Aggregate Nominal Amount of the Class of Notes to which such Equity Swap Transaction relates, *multiplied by* the applicable Fee Calculation Factor) and (ii) the Participation.

Accordingly, a holder of a Note having a nominal amount of SEK 10,000 as at the Maturity Date will receive its *pro rata* share of the amount calculated in accordance with the applicable formula described above. More detailed information on the formula (and each component thereof) can be found in the section of this Prospectus entitled “*Description of the Equity Swaps*”.

*Adjustments and disruptions*

Prospective investors in the Class A Notes and the Class B Notes must note that certain adjustments may be made to the closing levels of any of the constituent shares of the Equity Basket and the dates on which such levels are determined for the purposes of the Equity Swap Transaction relating to the Class A Notes and the Equity Swap Transaction relating to the Class B Notes, respectively, as a result of the occurrence of (i) non-Scheduled Trading Days and Disrupted Days, (ii) Market Disruption Events, (iii) Potential Adjustment Events or (iv) a correction of a published price in respect of a share (each of the events as defined in the Equity Derivatives Definitions incorporated by reference in the terms of the relevant Equity Swap Transaction. Furthermore, the Equity Swap Transaction relating to the relevant Class may also be subject to adjustment or early termination upon the occurrence of certain Extraordinary Events (which include a merger event, tender offer, nationalisation, delisting or insolvency) or Additional Disruption Events (which include a change in law, hedging disruption, increased cost of hedging or insolvency filing) (as defined in the Equity Derivative Definitions incorporated by reference in the terms of the relevant Equity Swap Transaction).

Certain risks arising as a result of such events are outlined in the section of this Prospectus entitled “*Risk Factors*”. More detailed information on the events referred to above and the resultant adjustments can be found in the section of this Prospectus entitled “*Description of the Equity Swaps*”.

### *Payment of Additional Payout Amounts*

If a Class of Notes remains outstanding until the Maturity Date and a Swap Counterparty Equity Final Exchange Amount is receivable by the Issuer under the Equity Swap Transaction relating to such Class, a holder of a Note of such Class can expect to receive an Additional Payout Amount equal to its *pro rata* share of such Swap Counterparty Equity Final Exchange Amount.

### *Worked examples of the determination of an Additional Payout Amount*

The figures and events used for the purposes of these examples are indicative only and are not intended as a guide as to the actual or expected performance of any Class of Notes, which may be better or worse than the performance set out in the following examples.

The examples all assume the following:

- (a) the Swap Notional Amount of the Equity Swap Transaction relating to the relevant Class is SEK 1,000,000;
- (b) a Participation of 100% in respect of the Equity Basket; and
- (c) the number of shares referenced in the Equity Basket is 10.

Based on these assumptions:

#### Example 1:

This example assumes that the shares referenced in the Equity Basket have performed as following:

<b>Share<sub>i</sub></b>	<b>Official closing price of Share<sub>i</sub> on the Initial Setting Date (in the relevant currency unit)</b>	<b>Arithmetic mean of the official closing price of Share<sub>i</sub> on each Averaging Date (in the relevant currency unit)</b>	<b>Relative Share Return of Share<sub>i</sub></b>
Share 1	5	4.5	-10%
Share 2	10	12	20%
Share 3	10	10	0%
Share 4	8	6	-25%
Share 5	15	18	20%
Share 6	10	8	-20%
Share 7	10	12.5	25%
Share 8	20	16	-20%
Share 9	8	10	25%
Share 10	10	7.25	-27.5%

In this example, the average performance of the Equity Basket will be -1.25%, being the sum of the percentages in the column entitled “Relative Share Return of Share<sub>i</sub>” *divided by* 10 (the number of shares referenced in the Equity Basket). Accordingly, no Swap Counterparty Equity Final Exchange Amount will be payable under the Equity Swap Transaction relating to this Class as the average performance of the Equity Basket is below zero.

Accordingly, based on this example, in respect of this Class of Notes, a holder of a Note having a nominal amount of SEK 10,000 as at the Maturity Date will not receive an Additional Payout Amount.

Example 2:

This example assumes that the shares referenced in the Equity Basket have performed as following:

<b>Share<sub>i</sub></b>	<b>Official closing price of Share<sub>i</sub> on the Initial Setting Date (in the relevant currency unit)</b>	<b>Arithmetic mean of the official closing price of Share<sub>i</sub> on each Averaging Date (in the relevant currency unit)</b>	<b>Relative Share Return of Share<sub>i</sub></b>
Share 1	5	5.5	10%
Share 2	10	12	20%
Share 3	10	10	0%
Share 4	8	6	-25%
Share 5	15	18	20%
Share 6	10	10.5	5%
Share 7	10	12.5	25%
Share 8	20	17	-15%
Share 9	8	8	0%
Share 10	10	11	10%

In this example, the average performance of the Equity Basket will be 5%, being the sum of the percentages in the column entitled “Relative Share Return of Share<sub>i</sub>” *divided by* 10 (the number of shares referenced in the Equity Basket), which is referred to in this example as the Equity Return. Accordingly, the Swap Counterparty Equity Final Exchange Amount payable under the Equity Swap Transaction relating to this Class of Notes will be SEK 50,000, being the *product of* (i) the Swap Notional Amount of SEK 1,000,000, (ii) the Participation of 100% and (iii) the Equity Return of 5%.

Accordingly, based on this example, in respect of this Class of Notes, a holder of a Note having a nominal amount of SEK 10,000 as at the Maturity Date will receive an Additional Payout Amount of SEK 500, being its *pro rata* share of the Swap Counterparty Equity Final Exchange Amount calculated above.

Example 3:

This example assumes that the shares referenced in the Equity Basket have performed as following:

<b>Share<sub>i</sub></b>	<b>Official closing price of Share<sub>i</sub> on the Initial Setting Date (in the relevant currency unit)</b>	<b>Arithmetic mean of the official closing price of Share<sub>i</sub> on each Averaging Date (in the relevant currency unit)</b>	<b>Relative Share Return of Share<sub>i</sub></b>
Share 1	5	5.5	10%
Share 2	10	12	20%
Share 3	10	10	0%
Share 4	10	10	0%

Share 5	15	18	20%
Share 6	10	10.5	5%
Share 7	10	12	20%
Share 8	18	18.9	5%
Share 9	15	16.5	10%
Share 10	10	11	10%

In this example the average performance of the Equity Basket will be 10%, being the sum of the percentages in the column entitled “Relative Share Return of Share<sub>i</sub>” *divided by* 10 (the number of shares referenced in the Equity Basket), which is referred to in this example as the Equity Return. Accordingly, the Swap Counterparty Equity Final Exchange Amount payable under the Equity Swap Transaction relating to this Class of Notes will be SEK 100,000 being the product of (i) the Swap Notional Amount of SEK 1,000,000, (ii) the Participation of 100% and (iii) the Equity Return of 10%.

Accordingly, based on this example, in respect of this Class of Notes, a holder of a Note having a nominal amount of SEK 10,000 as at the Maturity Date will receive an Additional Payout Amount of approximately SEK 1,000, being its *pro rata* share of the Swap Counterparty Equity Final Exchange Amount calculated above.

### **Early Redemption in Full**

#### *Overview*

In certain circumstances, the Notes of a Class will be redeemed in full prior to the Maturity Date and the amount receivable by holders of the Notes of such Class will depend, amongst other things, on the mark-to-market value of the Asset Swap Transaction and the Equity Swap Transaction relating to such Class (or the net mark-to-market value of the Swap Agreement attributable to the Asset Swap Transaction and the Equity Swap Transaction).

#### *Early Redemption Events*

The Notes of a Class may be redeemed early, and in full, together with the Notes of the other Class, in any of the following circumstances:

- (a) both the Asset Swap Transaction and the Equity Swap Transaction relating to such Class of Notes are terminated, or the Swap Agreement as a whole is terminated;
- (b) the occurrence of certain insolvency events with respect to the Swap Counterparty, the occurrence of an Event of Default or a Termination Event (each as defined in the Swap Agreement), the occurrence of a Termination Event (as defined in the Swap Agreement) with respect to any Asset Swap Transaction or Equity Swap Transaction where the Issuer has the right to terminate such transaction or the occurrence of certain credit rating downgrading or withdrawal events in respect of the Swap Counterparty, no replacement Swap Counterparty is appointed within 30 calendar days of such default by the Swap Counterparty. More detailed information on the events referred to above and the resultant replacement can be found in the section of this Transaction Description entitled “*Replacement of Swap Counterparty*” below;
- (c) certain tax events occur in respect of payments due by the Issuer under the Notes of each Class, but not instances where (x) withholding or deduction of taxes on the Notes arises solely in respect of FATCA; (y) withholding or deduction of taxes on the Notes arises solely as a result of the Noteholder’s connection with the jurisdiction of incorporation of the Issuer (otherwise than by reason of the holding of any Note or receiving any payment in respect thereof); and (z) a withholding or deduction is imposed pursuant to European Council Directive 2003/48/EC (or any other directive implementing the conclusions of the ECOFIN Council Meeting of 26-27 November 2000);

- (d) due to the adoption of, or any change in, any applicable law after the Issue Date, or 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 after such date, it becomes unlawful for the Issuer (i) to perform any absolute or contingent obligation to make a payment or delivery in respect of the Notes or any agreement entered into in connection with the Notes, (ii) to hold any Collateral or to receive a payment or delivery in respect of any Collateral or (iii) to comply with any other material provision of any agreement entered into in connection with the Notes;
- (e) an Event of Default occurs with respect to such Class of Notes; or
- (f) the Trustee enforces the security following the occurrence of an Enforcement Event in respect of the other Class of Notes.

#### *Payments and Deliveries following an Early Redemption Event*

Upon the occurrence of one of the events listed above, the Notes of the relevant Class may be redeemed by payment to the holder of their relevant Early Cash Redemption Amount. A description of the calculation of the Early Cash Redemption Amount is set out in the section of this Prospectus entitled “*Description of the Swap Agreement*”.

#### **Security**

The Issuer will enter into an Issue Deed on the Issue Date with, amongst others, BNY Mellon Corporate Trustee Services Limited as trustee for the Notes (the “**Trustee**”) under English law pursuant to which the Notes will be constituted and secured (such Issue Deed as it supplements the Principal Trust Deed relating to the Programme, being the Trust Deed for the Notes). In accordance with such Issue Deed, the Trustee is granted English law governed security for the benefit of itself and the other secured creditors (including the Noteholders) over, among other things, the Original Collateral and the rights of the Issuer under the Swap Agreement as continuing security for, among other things, the payment of all sums due under the Notes. The Notes will also have the benefit of a Luxembourg law governed security interest (pledge agreement) which is granted to the Trustee (for, among other things, the benefit of itself and the other secured creditors (including the Noteholders)) over the pledged accounts allocated to Compartment GAP 2477 and 2478 November 2015.

Under the Trust Deed, the Trustee undertakes to hold on trust the security granted to it for, among other things, the benefit of itself and the Noteholders and has the right to enforce the security upon the occurrence of an Enforcement Event in respect of any Class of Notes, for example, in the event of a non-payment of certain amounts due under any Class of Notes. If the Trustee enforces the security following the occurrence of an Enforcement Event in respect of a Class of Notes, the other Class will be redeemed early at the same time as that Class.

While the Trustee is permitted to give notice to the Issuer of its determination that an Event of Default has occurred (and that accordingly any Class of Notes have become immediately due and payable) and to determine that an Enforcement Event has occurred and enforce the security for the Notes, it is not required to do so unless (i) the Trustee is directed by an Extraordinary Resolution passed by the Noteholders of the relevant Class to do so (in the case of either an Event of Default or Enforcement Event) or (ii) the Trustee is directed by the Swap Counterparty in writing (in the case of an Enforcement Event only), and, in each case, the Trustee is indemnified and/or secured and/or prefunded by the Noteholders of the relevant Class to its satisfaction.

As indicated above, the Noteholders of a Class, by passing an Extraordinary Resolution, will be entitled to direct the Trustee to give an Early Redemption Notice to the Issuer and, if necessary, enforce the security following an Enforcement Event in respect of such Class, subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction. Such Extraordinary Resolution if passed by way of a signed written resolution or given by way of electronic consents through the clearing systems (where the Notes are held on behalf of a Clearing System) must be passed by Noteholders holding, in aggregate, the relevant Class at least 75% in nominal amount of all of the outstanding Notes of such Class. Given the wide distribution of the Notes, Noteholders should be aware that there may be a significant delay between the Noteholders becoming entitled to make such a direction to the Trustee and Noteholders holding a sufficient nominal amount of the Notes of the relevant Class being able to make such request and provide the required indemnification, security and/or prefunding to the Trustee.



The Trustee is obliged to pay the proceeds from the realisation or enforcement of the Mortgaged Property with the priority set out below:

- (a) the payment of amounts owing to the Swap Counterparty pursuant to the Credit Support Annex (which will be equal to the lesser of (A) the Available Proceeds attributable to the Swap Counterparty's Credit Support Balance; and (B) an amount equal to (1) the Available Proceeds attributable to the Swap Counterparty's Credit Support Balance *minus* (2) the Early Termination Amount (whether negative or positive) with respect to the Swap Agreement);
- (b) the payment or satisfaction of all taxes owing by the Issuer;
- (c) the fees, costs, charges, expenses and liabilities due and payable to the Trustee including costs incurred in the enforcement of the security (including any taxes to be paid, legal fees and remuneration);
- (d) certain amounts owing to the Custodian, the Issuing and Paying Agent and the other Agents in respect of reimbursement for sums paid by them in advance of receipt by them of the funds to make such payment and their fees, costs, charges, expenses and liabilities;
- (e) any fees of the Disposal Agent;
- (f) any amounts owing to the Swap Counterparty under the Swap Agreement;
- (g) fees of the Corporate Services Provider; and
- (h) amounts owing to the Noteholders on a *pari passu* and *pro rata* basis.

#### **The Credit Support Annex**

The Issuer and Credit Suisse International will enter into a Credit Support Annex as part of the Swap Agreement.

Under the Credit Support Annex, in respect of the Issuer's exposure to the Swap Counterparty under the Asset Swap Transactions and the Equity Swap Transactions, the Swap Counterparty may be required to deliver to the Custodian certain securities meeting criteria set out in the Credit Support Annex (such securities, "**Eligible Securities**") if the Issuer has an exposure to the Swap Counterparty. For so long as the Custodian (on behalf of the Issuer) is holding any Eligible Securities, they shall also comprise underlying assets for the Notes. However, the Issuer or the Trustee shall only be entitled to realise the value of such Eligible Securities in limited circumstances (being, in effect, where the Notes are to redeem early). Similarly, if the Swap Counterparty has an exposure to the Issuer, the Issuer may be required to deliver some or all of the Original Collateral to the Swap Counterparty under the Credit Support Annex, in which case such assets as delivered cease to be underlying assets for the Notes.

The purpose of this mechanism is (i) to reduce the exposure of the Issuer, and therefore, the Noteholders, to the Swap Counterparty and, (ii) to reduce the exposure of the Swap Counterparty to the Issuer where the exposure of the Swap Counterparty to the Issuer is greater than that of the Issuer to the Swap Counterparty, if, upon a termination of the Swap Agreement as a result of a default by the Swap Counterparty or the Issuer under the Swap Agreement or the occurrence of certain insolvency or bankruptcy events relating to the Swap Counterparty or the Issuer, a termination amount is payable by the Swap Counterparty to the Issuer or by the Issuer to the Swap Counterparty, as applicable. Such reduction in exposure arises as the Issuer or the Swap Counterparty, as applicable, will be entitled to realise the value of such Eligible Securities or Original Collateral, as applicable, in these circumstances and account for their value in satisfaction (in whole or in part) of the amount which would otherwise have been payable by the Swap Counterparty or the Issuer, as applicable, under the Swap Agreement.

The Eligible Securities must be debt obligations issued by any of the United States of America, Canada, the United Kingdom, France, Germany or by an Original Collateral Obligor. The Swap Counterparty will deliver any such Eligible Securities to the Custodian (on behalf of the Issuer). For so long as the Custodian (on behalf of the Issuer) is holding any such Eligible Securities, they will comprise underlying assets for the Notes.

The Swap Counterparty will act for its own benefit and is not required to, and may not, take into account the interests of the Noteholders in determining what securities, meeting the required criteria, to deliver to the Issuer under the Credit Support Annex as Eligible Securities.

### **Replacement of Swap Counterparty and Agents and Rights of Noteholder Facilitator**

#### *Replacement of Swap Counterparty*

The terms of the Notes provide that, upon the occurrence of (i) a Counterparty Bankruptcy Credit Event; or (ii) an Event of Default (as defined in the Swap Agreement) with respect to the Swap Counterparty (other than a Counterparty Bankruptcy Credit Event); or (v) a Termination Event (as defined in the Swap Agreement) where the Issuer has the right to designate an Early Termination Date in respect of the Asset Swap Transactions (an “**Asset Swap Termination Event**”); or (iii) a Termination Event (as defined in the Swap Agreement) where the Issuer has the right to designate an Early Termination Date in respect of any Equity Swap Transaction (an “**Equity Swap Termination Event**”); or (iv) the long term senior, unsecured rating assigned by Moody’s Investors Service Limited (“**Moody’s**”) to the Swap Counterparty being withdrawn or less than Ba1 or if the short term rating assigned by Moody’s to the Swap Counterparty is less than P-3 (any such downgrade or withdrawal, a “**Moody’s Ba1/P-3 Downgrade**” and such event, along with each of a Counterparty Bankruptcy Credit Event, an Event of Default with respect to the Swap Counterparty, an Asset Swap Termination Event, an Equity Swap Termination Event and a Moody’s Ba1/P-3 Downgrade, a “**Replacement Event**”), the Issuer will not designate an Early Termination Date and will notify Garantum Fondkommission AB (as Noteholder Facilitator) as soon as reasonably practicable upon becoming aware of any such occurrence.

If (i) a Replacement Event (other than a Moody’s Ba1/P-3 Downgrade) occurs or (ii) (x) a Moody’s Ba1/P-3 Downgrade occurs and (y) the Swap Counterparty gives its prior written consent to such direction, Garantum Fondkommission AB as the Noteholder Facilitator is entitled to direct the Issuer by notice copied to the Trustee to enter into a replacement Swap Agreement with a replacement Swap Counterparty in respect of all Equity Swap Transactions, identified by the Noteholder Facilitator. For the avoidance of doubt, the occurrence of a Moody’s Ba1/P-3 Downgrade will not entitle the Issuer to terminate the Swap Agreement and the Noteholder Facilitator will not be entitled to give such a replacement direction upon the occurrence of a Moody’s Ba1/P-3 Downgrade unless the Swap Counterparty has given its prior written consent.

With respect to the occurrence of a Replacement Event which would otherwise have given rise to an early redemption of the Notes, if a replacement Swap Agreement is entered into by the Issuer with such replacement Swap Counterparty, within 30 calendar days of the relevant Replacement Event, then an early redemption under the Notes will not occur as a result. Instead, the ongoing payment obligations of the Swap Counterparty under the Swap Agreement would, effectively, now be ongoing payment obligations of such replacement Swap Counterparty.

Once appointed, if a replacement Swap Counterparty were itself to be subject to a Replacement Event, the same replacement process outlined herein would apply. Again, if a replacement Swap Counterparty was not appointed within 30 calendar days of the occurrence of a Replacement Event which gives rise to an early redemption of the Notes, then the Notes would redeem early.

In order for a replacement Swap Agreement to be entered into in these circumstances, certain requirements need to be met, including:

- (a) the replacement Swap Counterparty must be a reputable financial institution with a place of business in London which enters into derivative transactions as part of its ongoing business activities and which has, as a minimum, the Ba1/P-3 Rating as of the date the replacement Swap Agreement are entered into;
- (b) the replacement Swap Counterparty must be satisfactory to the Issuer and the Trustee; and
- (c) the price such replacement Swap Counterparty is willing to pay or receive to enter into such replacement Swap Agreement must be satisfactory to the Swap Counterparty subject to the Replacement Event.

Where a replacement Swap Agreement is entered into, certain costs and expenses may be incurred by the Trustee and the Issuer and these are expected to be funded by the replacement Swap Counterparty, as applicable on the date it enters into the replacement Swap Agreement, as applicable.

The Swap Counterparty may, under these provisions, be replaced more than once during the term of the Notes as a result of defaults by any subsequent replacement Swap Counterparty. Therefore, the Swap Counterparty may not be Credit Suisse International during the term of the Notes and it is not possible to know as at the Issue Date, the identity of any replacement Swap Counterparty that may enter into a replacement Swap Agreement in connection with the Notes in the circumstances referred to above.

#### *Replacement of Agents*

Where the Swap Counterparty is replaced in the circumstances contemplated above and the existing Swap Agreement has been terminated in full, it is intended that the agency roles performed by such entity, which, as at the Issue Date, include the Calculation Agent and Disposal Agent in respect of the Notes, would be transferred to another entity or entities identified by Garantum Fondkommission AB (or any successor entity thereto) (as Noteholder Facilitator), provided that certain requirements were met, including:

- (a) the entity or entities must be reputable financial institutions with a place of business in London which provides such agency services as part of their ongoing business activities and which has or have, as a minimum, the Ba1/P-3 Rating as of the date of appointment; and
- (b) the entity or entities must be satisfactory to the Issuer, Trustee and replacement Swap Counterparty.

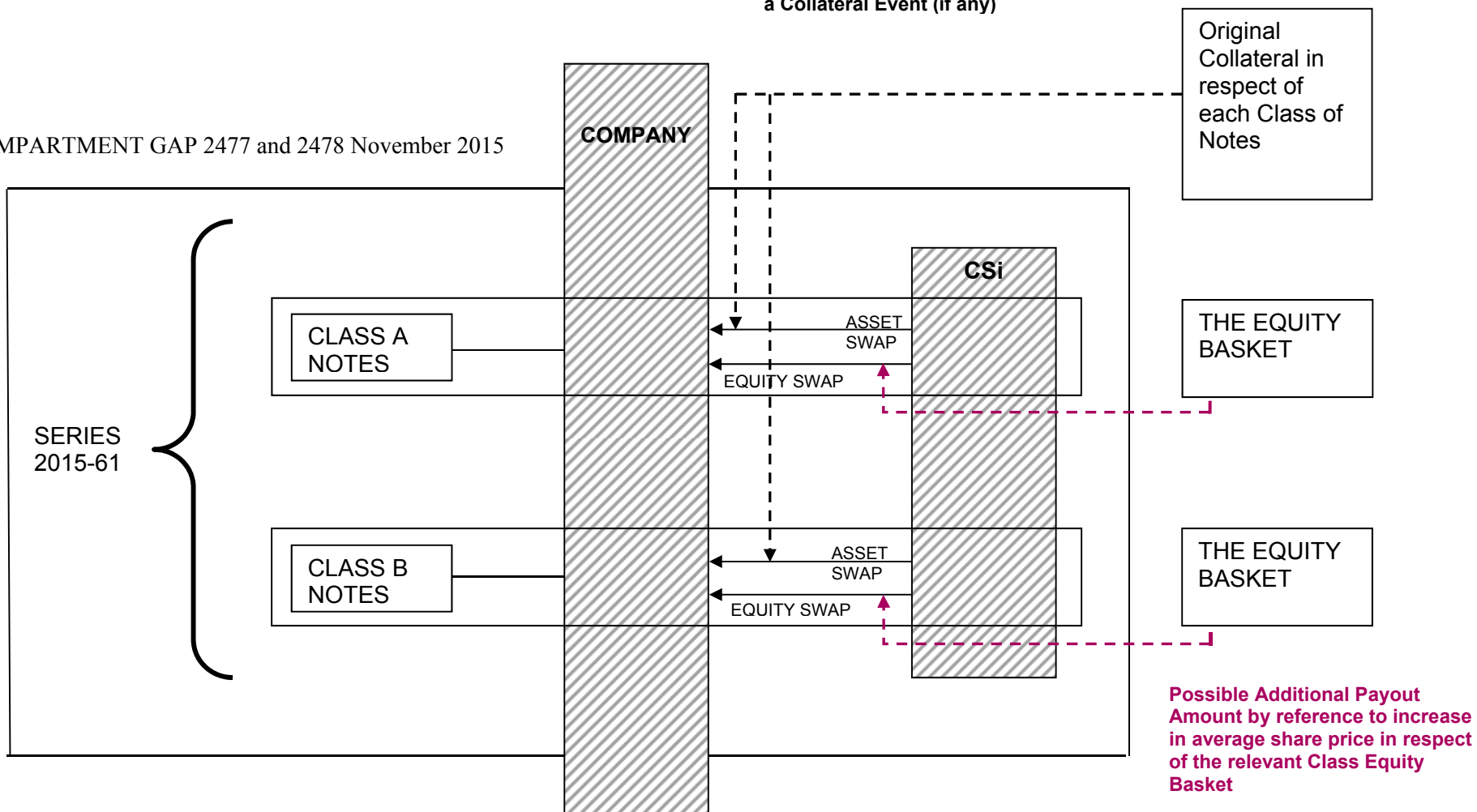
Following such identification of the replacement entity or entities, the Issuer is then required to use reasonable efforts to enter into such agreements as are necessary to appoint such entity or entities to perform such agency roles on, or as soon as reasonably practicable following, the entry into of a replacement Swap Agreement with the replacement Swap Counterparty.

The relevant Agents may, under these provisions, be replaced more than once during the term of the Notes where the Swap Counterparty is also replaced as described above.

**Equity and Original Collateral Linkage for each Class**

**Possible reduction by reference to a Collateral Event (if any)**

COMPARTMENT GAP 2477 and 2478 November 2015



## QUESTIONS AND ANSWERS

*The following section answers some questions that prospective investors might have regarding the Notes, in general terms only. It does not contain all the information which may be important to prospective investors. Prospective investors should read the entirety of this Prospectus and, in particular, the Issue Terms of the Notes, the Summary, the Risk Factors, the Transaction Description and the more detailed information in respect of the Asset Swap Transactions and the Equity Swap Transactions that is contained elsewhere in this Prospectus and in the Base Prospectus or is incorporated by reference in such documents. In addition, prospective investors should consult with their investment, legal, accounting, tax and other advisers with respect to any investment in the Notes.*

*The information contained in this section is subject in its entirety to the other sections of this Prospectus.*

**What are the Notes?** The Notes are investment instruments issued by Argentum Capital S.A. acting in respect of Compartment GAP 2477 and 2478 November 2015 in the form of notes. The Notes comprise two Classes: the Class A Notes and the Class B Notes. They are secured on, amongst other things, the Original Collateral and equity-linked to the performance of a basket of shares.

**Is any interest payable on the Notes?** No. Interest is not payable in respect of any Class of Notes.

**Where is my money invested?** (i) The Issuer will, subject to the provisions of the Securitisation Act 2004, use the proceeds of the issue of the Notes to purchase the Original Collateral from Credit Suisse Securities Europe Limited on the Issue Date and pay the commission to the Dealer and will enter into the Asset Swap Transactions and the Equity Swap Transactions; and (ii) the Dealer will, in consideration for receiving the Notes, procure that the Swap Counterparty enters into the Asset Swap Transactions and the Equity Swap Transactions with the Issuer.

The return on each Class of Notes is linked to the Equity Swap Transaction (referencing the performance of the Equity Basket) and the Asset Swap Transaction relating to the relevant Class.

**Are the Notes secured on any Original Collateral?** Yes. The Issuer will purchase Original Collateral using the issue proceeds of the Notes. Such Original Collateral will comprise two equally weighted Collateral Components expected to be issued by each of Barclays PLC and Credit Suisse Group Funding (Guernsey) Limited.

In addition, under the Credit Support Annex in respect of the Swap Agreement, the Swap Counterparty may deliver to the Custodian (on behalf of the Issuer) certain securities meeting criteria set out in the Credit Support Annex in respect of the Issuer's exposure to the Swap Counterparty. For so long as the Custodian (on behalf of the Issuer) is holding any such securities, they will comprise underlying assets for the Notes and Collateral. Similarly, if the Swap Counterparty has an exposure to the Issuer, the Issuer may be required to deliver some or all of the Original Collateral to the Swap Counterparty under the Credit Support Annex, in which case such assets as delivered cease to be underlying assets for the Notes.

**Is the scheduled return on each Class of Notes expected to be the same?** No. A portion of the return on any Class of Notes will depend on the Equity Swap Transaction relating to such Class and referencing the performance of the Equity Basket, as adjusted for the relevant Participation of that Class. The return under the Equity Swap Transaction referencing the Class Equity Basket may vary between Classes due to the Maturity Date of the relevant Class of Notes and the averaging

periods and the Participation of the related Equity Swap Transaction. As a result, one or more Classes of Notes may perform better or worse than the other Class of Notes.

**When are the Notes scheduled to mature if not redeemed early?**

The Notes are scheduled to mature on 21 April 2022. However, the scheduled maturity of the Notes may be extended beyond this date as a result of (i) any postponement in the settlement of the Equity Swap Transaction referencing the Equity Basket to the latest date for payment of any Swap Counterparty Equity Final Exchange Amount to the Issuer or (ii) as a result of any Potential Collateral Event in respect of one or both Collateral Components.

**Do the Notes redeem at par on the Maturity Date?**

It is expected that, on the Maturity Date, provided that no Early Redemption Event or Potential Credit Event has occurred, each Note having an outstanding nominal amount equal to SEK 10,000 will be redeemed on the Maturity Date by payment of:

- (a) SEK 10,000; and
- (b) an Additional Payout Amount (if any), being its *pro rata* share of an amount (if any) equal to the Swap Counterparty Equity Final Exchange Amount receivable by the Issuer under the Equity Swap Transaction relating to such Class of Notes and referencing the Equity Basket.

Notwithstanding the above, there can be no assurance that the Additional Payout Amount in respect of any Class of Notes will be greater than zero or that no Early Redemption Event will have occurred. If an Early Redemption Event does occur, the return on the Notes will be equal to (i) where the Early Redemption Event is not a Collateral Event, the Early Cash Redemption Amount; and (ii) where the Early Redemption Event is a Collateral Event, the Collateral Event Early Cash Redemption Amount and may be significantly less than the principal initially invested. Subject to the proviso above, if any such Additional Payout Amount is zero, the relevant Class of Notes will be redeemed at less than its Outstanding Principal Amount.

**Who is the Swap Counterparty and what is its role?**

The Swap Counterparty will be Credit Suisse International on the Issue Date and it will continue to act as Swap Counterparty until the Maturity Date unless (i) it defaults under the Swap Agreement; (ii) it becomes insolvent; (iii) the Asset Swap Transactions are otherwise capable of being terminated by the Issuer; (iv) any Equity Swap Transaction is otherwise capable of being terminated by the Issuer or (v) a Moody's Ba1/P-3 Downgrade occurs and, in each case, the Swap Counterparty is replaced, at the direction of Garantum Fondkommission AB (or any successor entity thereto) (as Noteholder Facilitator) in accordance with the Issue Terms of the Notes within 30 calendar days of such occurrence. There can be no assurance that any such replacement will occur even where such an event has occurred. Where such replacement does not occur within 30 calendar days following any such event (except for a Moody's Ba1/P-3 Downgrade), the Swap Agreement will terminate and the Notes of all Classes will redeem early.

In consideration for the issue of the Notes, the Dealer will procure that, in addition to the sale of the Original Collateral to the Issuer, (a) the Swap Counterparty will enter into a Swap Agreement with the Issuer governing the Asset Swap Transactions and the Equity Swap Transactions in respect of the Notes

Under the terms of the Swap Agreement, the Swap Counterparty will pay to the Issuer certain amounts that will correspond to those amounts due to be paid on the Notes and the Issuer will pay to the Swap Counterparty certain amounts due to be paid on the Original Collateral (save that where the redemption date of any Collateral Component falls after the Maturity Date of the Notes, the Issuer shall deliver such Collateral Component to the Swap Counterparty rather than making a payment to the Swap Counterparty).

The Swap Counterparty Equity Final Exchange Amount receivable by the Issuer under each Equity Swap Transaction is linked to the performance of the Equity Basket and the participation applied thereto.

**What Original Collateral is referenced by each Class of Notes?**

The Original Collateral in respect of the Series of Notes is expected to comprise the following Collateral Components:

(i) a nominal amount in EUR 1.5 per cent. bonds due 2022 issued by Barclays PLC (ISIN XS1116480699); and

(ii) a nominal amount in EUR of 1.25 per cent. bonds due 2022 issued by Credit Suisse Group Funding (Guernsey) Limited and guaranteed by Credit Suisse Group AG (ISIN: XS1218287230),

in each case determined by reference to the EUR equivalent of the portion of the issue proceeds of each Class allocated to the relevant Collateral Component, or such other bonds issued by one of these issuers or an entity that owns, directly or indirectly, a majority of the voting power of any such issuer as may be determined by the Dealer as at the Collateral Event Observation Start Date (expected to be 26 November 2015).

Such EUR amounts shall be determined by the Calculation Agent by reference to the daily fixing rate of exchange of the number of SEK per EUR 1, rounded to four decimal places, each such rate as published on Reuters page ECB37 at 14:15 CET on the Collateral Event Observation Start Date (expected to be 26 November 2015).

Each of the Original Collateral Obligors is expected to be part of a banking group, and one of the Original Collateral Obligors is a member of the same group as Credit Suisse International.

The Collateral Components and Original Collateral Obligors will be determined by the Dealer on the Collateral Event Observation Start Date and notified to the Noteholders on or about the Issue Date.

**Is it possible to change a Collateral Component?**

The Collateral Components will be fixed on the Collateral Event Observation Start Date and may not be changed thereafter.

**What happens if a Collateral Event occurs in respect of a Collateral Component?**

Collateral Events that may occur in respect of each Collateral Component consist of the following:

- (a) Original Collateral Call;
- (b) Original Collateral Default;
- (c) Original Collateral Payment Failure; and
- (d) Original Collateral Conversion.

A more detailed description of the Collateral Events is set out in the section of this Prospectus entitled "*Transaction Description*".

If the Calculation Agent determines that one of the above Collateral Events has occurred with respect to any Collateral Component (such Collateral Component, being the Affected Collateral Component), then:

- (i) the Calculation Agent shall determine the relevant value of the Asset Swap Transactions relating to each Class of Notes subject to certain assumptions;
- (ii) the Affected Collateral Component shall be liquidated by the Disposal Agent;

- (iii) each Note will be partially redeemed on the Cash Redemption Date by payment to each Noteholder of its Collateral Event Early Cash Redemption Amount; and
- (iv) the outstanding nominal amount of each Note of a Class shall be reduced by an amount equal to its *pro rata* share of the product of (X) the Weighting of the Affected Collateral Component (being 50%) and (Y) the Specified Denomination of such Note, save that where the Affected Collateral Component is the sole Collateral Component, the outstanding nominal amount of each Note shall be reduced to SEK 1 (such SEK 1 remaining outstanding until the Maturity Date solely for the purposes of keeping the Notes of such Class outstanding in the event that any Additional Payout Amount is payable under with respect to such Class).

The Collateral Event Early Cash Redemption Amount means, in respect of each Note of each Class of Notes, an amount determined by the Calculation Agent equal to its *pro rata* share of (i) the proceeds of the liquidation of the Affected Collateral Component attributable to such Class of Notes *plus* (ii) any Partial Class Asset Swap Gain *minus* (iii) any Partial Class Asset Swap Loss.

**What is the difference between the Notes and the Original Collateral?**

The Notes give the investor exposure to the credit risk of the Original Collateral without having to own the Original Collateral or a bond or other type of debt obligation of the Original Collateral Obligors. The Original Collateral Obligors are not a party to the Notes nor do the Original Collateral Obligors have a direct involvement in the issue of the Notes or the entry into the Swap Agreement, and an investor will not be able to claim against the Original Collateral Obligors for any losses it suffers from a Collateral Event of a Collateral Component.

In addition to the credit risk of the Original Collateral Obligor to which the Notes are linked, an investor will also be exposed to credit risk in relation to the Agents, the Custodian and the Swap Counterparty, so even if the Original Collateral Obligor is performing well, an investor may still suffer a loss under the Notes as a result of these other credit risks. The Notes also give the investor equity linked exposure to the Equity Basket .

**What determines the amount of any Additional Payout Amount payable under the Notes?**

The Additional Payout Amount forming part of the redemption amounts payable for each Class of Notes is determined by the Swap Counterparty Equity Final Exchange Amount receivable by the Issuer under the Equity Swap Transaction related to that Class of Notes.

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In respect of each Note, its *pro rata* share of an amount equal to the Swap Counterparty Equity Final Exchange Amount receivable by the Issuer under the Equity Swap Transaction relating to the relevant Class will be the Additional Payout Amount in respect of such Class of Notes (which will never be less than zero).

The Swap Counterparty Equity Final Exchange Amount is also subject to the levels of Participation which: (i) in respect of the Class A Notes, may be as low as 80%; (ii) in respect of the Class B Notes, may be as low as 200% and other adjustments described in this section and the section of this Prospectus entitled “*Description of the Equity Swaps*”, so the Additional Payout Amount (if any) payable in respect of each Class of Notes may vary from the actual performance of the basket of shares.

**What are the Equity Swap Transactions?**

The Equity Swap Transactions are derivative transactions entered into between the Issuer and the Swap Counterparty which track the performance (by reference to the increase or decrease in average value) of a basket of shares over certain dates within a specified period of time in respect of each Class of Notes. Each Equity Swap



Transaction allows the Issuer, and therefore the Noteholders, to benefit to the extent of its Participation if the average value of the basket of shares increases (determined by reference to the relevant formula). However, as the Swap Counterparty Equity Final Exchange Amount is subject to a floor of zero, if the average value of the basket of shares (determined by reference to the relevant formula) or in relation to an Equity Swap Transaction decreases, this will result in no final payment under the Equity Swap Transaction.

**Which shares will the Notes be exposed to?**

Each Class of Notes will be exposed to the performance of a basket of shares. The Equity Swap Transaction relating to each Class of Notes references the performance of the Equity Basket.

The basket of shares for each Class of Notes is set out in the sections of this Prospectus entitled “*Transaction Description*” and “*Description of the Equity Swaps*”.

**Can there be any change to the shares in the baskets?**

Yes. With respect to the Equity Basket on the occurrence of certain events in relation to a share its issuer, including merger events, tender offers, nationalisation, insolvency or delisting, the Calculation Agent under the Swap Agreement may select a new underlying share, which will be deemed to be one of the shares in the basket in place of the original share, and the Calculation Agent may make adjustments to the terms of the relevant Equity Swap Transaction to account for the economic effect on the relevant Equity Swap Transaction of the event and/or the replacement of the original share. Any replacement share will, to the extent practicable, be selected from the same economic sector, be denominated in the same currency and have a similar market capitalisation to the relevant replaced share.

These events and associated potential adjustments are described in more detail in the sections of this Prospectus entitled “*Transaction Description*” and “*Description of the Equity Swaps*”.

**How will the payments under the Equity Swap Transactions be calculated?**

The Swap Counterparty Equity Final Exchange Amount determined under each of the Equity Swap Transactions is calculated by the Calculation Agent under the Swap Agreement using a formula that factors in the averaged share prices of the Equity Basket and the Participation for each Class of Notes.

A summary of the formula used is set out in the sections of this Prospectus entitled “*Transaction Description*” and “*Description of the Equity Swaps*”.

**What is the Participation?**

The Participation reflects the level of exposure to the performance of the basket of shares and is a percentage to be determined by the Issuer or the Calculation Agent on its behalf, and notified to the Noteholders on or about the Issue Date, which: (i) in respect of the Class A Notes, is expected to be 110% (indicative only) but which may be higher or lower and in any event shall not be less than 80% and (ii) in respect of the Class B Notes, is expected to be 240% (indicative only) but which may be higher or lower and in any event shall not be less than 200%. A Participation of 100% will track the performance of the basket of shares. A Participation of that is higher or lower than 100% will increase or reduce, respectively, the result of any increase in the average value of the basket of shares, creating a higher or lower Additional Payout Amount, respectively, than would otherwise have been the case.

**Are there any circumstances where payments under the Equity Swap Transaction**

Yes. The terms of the Equity Swap Transactions provide for a number of circumstances where both the amounts payable under the Equity Swap Transactions and the timing of such payments may be adjusted or postponed and/or which may lead to the early redemption of the Equity Swap Transactions in certain circumstances.

**may be adjusted, delayed or postponed?**

These include, among others, as a result of:

- (a) the occurrence of certain market disruption events in respect of the stock exchanges relating to the basket of shares in the Equity Basket;
- (b) the occurrence of certain Additional Disruption Events referenced in the applicable Equity Swap Transaction; and/or
- (c) the occurrence of merger events, tender offers, delisting events, nationalisation or insolvency of any of the shares (or issuers thereof) referenced in the applicable Equity Swap Transaction.

More detail on these factors is provided in the sections of this Prospectus entitled “*Risk Factors*”, “*Transaction Description*” and “*Description of the Equity Swaps*”.

**Who is the Calculation Agent?**

Credit Suisse International will act as Calculation Agent for the Notes and the Swap Agreement for so long as it maintains the role of Swap Counterparty (and, by extension, each of the Asset Swap Transactions and Equity Swap Transactions thereunder).

**What is the role of the Calculation Agent and the Issuer in deciding certain issues related to the Notes?**

The Calculation Agent may exercise certain discretions and make certain determinations relating to the Notes, including (but not limited to) the following determination of whether a Collateral Event or a Potential Collateral Event has occurred with respect to a Collateral Component.

Noteholders should note that any determination and/or calculation by the Calculation Agent will, in the absence of manifest error, be final and binding on the Trustee and Noteholders.

**Can the Notes redeem in full prior to the Maturity Date?**

Yes. This may occur in respect of a Class of Notes in any of the following circumstances:

- (a) the Asset Swap Transaction and the Equity Swap Transaction relating to such Class are terminated, or the Swap Agreement as a whole is terminated;
- (b) the occurrence of certain insolvency events in respect of the Swap Counterparty, the occurrence of an Event of Default or a Termination Event (each as defined in the Swap Agreement), the occurrence of a Termination Event (as defined in the Swap Agreement) in respect of any Asset Swap Transaction or Equity Swap Transaction where the Issuer has the right to terminate such transaction or the occurrence of certain credit rating downgrading or withdrawal events in respect of the Swap Counterparty, no replacement Swap Counterparty is appointed within 30 calendar days of such event;
- (c) certain tax events occur in respect of payments due by the Issuer under the Notes of all Classes, but not instances where (x) withholding or deduction of taxes on the Notes arises solely in respect of FATCA; (y) withholding or deduction of taxes on the Notes arises solely as a result of the Noteholder’s connection with the jurisdiction of incorporation of the Issuer (otherwise than by reason of the holding of any Note or receiving any payment in respect thereof); and (z) a withholding or deduction is imposed pursuant to European Council Directive 2003/48/EC (or any other directive implementing the conclusions of the ECOFIN Council Meeting of 26-27 November 2000);
- (d) due to the adoption of, or any change in, any applicable law after the Issue Date, or 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 after such date, it becomes unlawful for the Issuer (i) to

perform any absolute or contingent obligation to make a payment or delivery in respect of the Notes or any agreement entered into in connection with the Notes, (ii) to hold any Collateral or to receive a payment or delivery in respect of any Collateral or (iii) to comply with any other material provision of any agreement entered into in connection with the Notes;

- (e) an Event of Default occurs in respect of such Class of Notes; or
- (f) the Trustee enforces the security following the occurrence of an Enforcement Event in respect of the other Class of Notes.

Upon the occurrence of one of the events listed above, the Notes of each Class held by a Noteholder will be due to be redeemed by payment to such holder of a *pro rata* share of the relevant Early Cash Redemption Amount applicable to such Class. A description of the calculation of the Early Cash Redemption Amount is set out in the section of this Prospectus entitled “*Description of the Swap Agreement*”.

**Will the Notes be rated?**

No. The Notes are not rated by any rating agency.

**Will there be a secondary market in the Notes?**

Credit Suisse Securities (Europe) Limited, Credit Suisse International, Credit Suisse AG, or any of their respective agents may purchase Notes subject to all regulatory requirements and the internal policies and procedures of Credit Suisse Securities (Europe) Limited, Credit Suisse International, Credit Suisse AG or such agent (as applicable). However, no assurance is given that this will be the case and investors should be prepared to retain the Notes until their maturity.

**What tax will I have to pay and how will tax affect payments made to me?**

General information relating to certain aspects of Luxembourg, Swedish and Irish taxation, to the extent applicable to you, is set out under the headings “*Luxembourg Taxation*”, “*Swedish Taxation*” and “*Irish Taxation*” in this Prospectus.

In addition, general information relating to certain aspects of United Kingdom and Swiss taxation, to the extent applicable to you, is set out under the heading “*Taxation*” in the Base Prospectus.

If withholding taxes are imposed on payments under the Notes (as described in more detail in the terms and conditions of the Notes), the Issuer will not pay any additional amounts to “gross-up” such payments.

The Issuer will not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment (including any stamp or transfer tax) which may arise as a result of the ownership, transfer, exercise or enforcement of any Note by any person and all payments made by the Issuer will be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted. For the avoidance of doubt, the Issuer will not assume any responsibility for such withholding or deduction. If any such taxes apply (subject to certain exceptions including, but not limited to where withholding or deduction of taxes on the Notes arises solely in respect of FATCA), the Notes will be redeemed early as described under “*Can the Notes redeem in full prior to the Maturity Date?*” above and elsewhere in this Prospectus.

Noteholders must also carefully review, and understand, the risk factor in the section of this Prospectus entitled “*Risk Factors*” under the heading “*FATCA and the possibility of U.S. withholding tax on payments*”.

The tax treatment of the Notes for individual Noteholders may vary significantly. The general information regarding taxation set out in this Prospectus and the Base Prospectus does not consider the implications of a holding of the Notes for individual Noteholders based upon their specific circumstances. Accordingly, you must consult

with your tax advisers (along with your legal and financial advisers) prior to making an investment in any of the Notes.

## DOCUMENTS INCORPORATED BY REFERENCE

The provisions of the base prospectus dated 4 September 2015 relating to the Secured Note Programme of the Company (the “**Base Prospectus**”), which has previously been published and have been filed with the CSSF and the Central Bank but excluding the “*Summary*” on pages 5 to 17 of the Base Prospectus and the section entitled “*The Swap Agreement*” on pages 255 to 258 of the Base Prospectus, shall be incorporated in, and form part of, this Prospectus.

For the purpose of this Prospectus, references in the Base Prospectus to the applicable Issue Terms or Alternative Drawdown Document (including, for the avoidance of doubt, within the sections thereof incorporated by reference and forming part of this Prospectus) shall be to the provisions set out below under “*Issue Terms*”. In the event of any inconsistency between the Issue Terms and this Prospectus on the one hand, and the Master Conditions or Base Prospectus on the other, the Issue Terms and this Prospectus will prevail. The Base Prospectus is available for viewing at the following link:

[http://www.ise.ie/debt\\_documents/Base%20Prospectus\\_f1058741-057c-4d37-8f67-ac45bec35c48.PDF?v=982015](http://www.ise.ie/debt_documents/Base%20Prospectus_f1058741-057c-4d37-8f67-ac45bec35c48.PDF?v=982015)

The audited financial statements of the Issuer for the financial year ended 31 December 2013 (the “**2013 Accounts**”) are incorporated in, and form a part of this Prospectus.

The 2013 Accounts are available at the following link:

<http://www.argentumcapital.lu/pdfs/financial/2013-12-31%20Argentum%20Financial%20Statements%20FULL%20SIGNED.pdf>

The audited financial statements of the Issuer for the financial year ended 31 December 2014 (the “**2014 Accounts**”), are incorporated in, and form a part of this Prospectus. There has been no material adverse change in the prospects of the Issuer since 31 December 2014, being the date of the Issuer’s last published audited financial statements.

The 2014 Accounts are available at the following link:

[http://www.argentumcapital.lu/pdfs/financial/Argentum\\_Capital\\_SA\\_aud\\_en\\_31122014\\_fully\\_signed.pdf](http://www.argentumcapital.lu/pdfs/financial/Argentum_Capital_SA_aud_en_31122014_fully_signed.pdf)

The unaudited financial statements of the Issuer for the period from 1 January 2015 to 30 June 2015 (the “**2015 Interim Accounts**”), are incorporated in, and form a part of this Prospectus.

The 2015 Interim Accounts are available at the following link:

[http://www.argentumcapital.lu/pdfs/financial/2015-06-30\\_Argentum\\_Capital\\_SA-Interim\\_Unaudited\\_FS.pdf](http://www.argentumcapital.lu/pdfs/financial/2015-06-30_Argentum_Capital_SA-Interim_Unaudited_FS.pdf)

The non-incorporated parts of the documents incorporated by reference are either not relevant for prospective investors in the Notes or covered elsewhere in this Prospectus.

Following the publication of this Prospectus, a supplement may be prepared by the Issuer and approved by the Central Bank 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. Copies of documents incorporated by reference in this Prospectus can be obtained from the specified office of the Issuing and Paying Agent for the time being in London. In addition, such documents will be available from the registered office of the Issuer.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Prospectus which is capable of affecting the assessment of the Notes, prepare a supplement to this Prospectus.

## ISSUE TERMS

### PART A – CONTRACTUAL TERMS

The Notes will be subject to the Master Conditions as set out in the Base Prospectus dated 4 September 2015 and also to the provisions set out in these issue terms (the “**Issue Terms**” which include the relevant schedule(s) attached hereto). References in such Master Conditions to the Issue Terms or Alternative Drawdown Document shall be to the provisions set out in these Issue Terms. In the case of a discrepancy or conflict with such Master Conditions, the following Issue Terms shall prevail.

#### SERIES DETAILS

1. Issuer: Argentum Capital S.A. (the “**Company**”), acting in respect of its Compartment GAP 2477 and 2478 November 2015.

2. (i) Series Number: 2015-61

(ii) Classes: Applicable.

This Series comprises two classes (each, a “**Class**” or “**Class of Notes**”). The Notes of each Class will rank *pari passu* and without any preference among themselves and each Class will rank *pari passu* and without any preference between the Classes.

A separate compartment has been created by the Board in respect of the Notes (“**Compartment GAP 2477 and 2478 November 2015**”). Compartment GAP 2477 and 2478 November 2015 is a separate part of the Company’s assets and liabilities. The Collateral (relating to the Notes) is exclusively available to satisfy the rights of the Secured Creditors (in accordance with the terms and conditions set out in these Issue Terms) and the rights of the creditors whose claims have arisen at the occasion of the creation, the operation or the liquidation of Compartment GAP 2477 and 2478 November 2015, as contemplated by the Articles and subject to the order of priority set out therein.

3. Specified Currency: Swedish Krona (“**SEK**”)

4. Aggregate Nominal Amount of Notes:

(i) Series: The Aggregate Nominal Amount of the Series as at the Issue Date (the “**Initial Aggregate Nominal Amount of the Series**”) shall be up to SEK 400,000,000.

At any time after the Issue Date, the Aggregate Nominal Amount of the Series shall be the aggregate of the Outstanding Principal Amounts of each Class as at such date.

- (ii) Classes: The Aggregate Nominal Amounts of each Class of Notes as at the Issue Date (each, an “**Initial Class Aggregate Nominal Amount**”) shall be as follows:
- (a) Class A: up to SEK 200,000,000 (the “**Class A Notes**”); and
  - (b) Class B: up to SEK 200,000,000 (the “**Class B Notes**”).
- The Initial Aggregate Nominal Amount of the Series, together with the respective Initial Class Aggregate Nominal Amount of the Class A Notes and the Class B Notes, in each case, as at the Issue Date, will be specified in the Issue Deed in respect of the Notes.
- The Initial Class Aggregate Nominal Amount of each Class and, accordingly, the Aggregate Nominal Amount of the Notes is also subject to reduction at any time and from time to time as a result of any purchase and cancellation of Notes of that Class pursuant to Master Conditions 8(r) (*Purchases*) and 8(s) (*Cancellation*).
5. Issue Price:
- (a) Class A: 100 per cent. of the Initial Class Aggregate Nominal Amount of the Class A Notes; and
  - (b) Class B: 110 per cent. of the Initial Class Aggregate Nominal Amount of the Class B Notes.
6. (i) Specified Denominations: SEK 10,000
- (ii) Calculation Amount SEK 10,000
7. (i) Issue Date: 17 December 2015
- (ii) Interest Commencement Date: In respect of each Class of Notes: Not Applicable.
8. Maturity Date: In respect of each Class of Notes, the later of (i) 21 April 2022, subject to adjustment in accordance with the Following Business Day Convention; and (ii) the Reference Business Day immediately following the Swap Counterparty Equity Final Exchange Date in respect of the Equity Swap Transaction relating to such Class (which is expected to be the Reference Business Day immediately preceding 21 April 2022, unless there are any postponements and/or adjustments in respect thereof pursuant to the terms of such Equity Swap Transaction).
- A Noteholder of any Class of Notes will not receive any compensation as a result of the Maturity Date

falling after 21 April 2022.

- |     |  |  |
|-----|--|--|
| 9.  | Interest Basis:  | In respect of each Class of Notes: Not Applicable.                                 |
| 10. | Redemption/Payment Basis:                              | Redemption at Final Redemption Amount.   |
| 11. | Date of Board approval for issuance of Notes obtained: | The issue of the Notes will be authorised by the Board on or about the Issue Date. |
| 12. | Method of distribution:                                | Non-syndicated.  |

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- |     |                                |                 |
|-----|--------------------------------|-----------------|
| 13. | Fixed Rate Note Provisions:    | Not Applicable. |
| 14. | Floating Rate Note Provisions: | Not Applicable. |
| 15. | Zero Coupon Note Provisions:   | Not Applicable. |
| 16. | Business Day Convention:       | Not Applicable. |
| 17. | Business Centre(s):            | Not Applicable. |
| 18. | Default Interest:              | Not Applicable. |

#### MORTGAGED PROPERTY

19. Mortgaged Property:

- (i) Original Collateral:

Applicable. The Issuer is expected to purchase the Original Collateral from the Dealer on the Issue Date.

The Original Collateral in respect of the Series of Notes is expected to comprise the following assets (each, a “**Collateral Component**”), in each case in an aggregate nominal amount as at the Issue Date equal to the sum of the Class Collateral Component Amounts for that Collateral Component determined in accordance with the methodology below:

##### *Collateral Component 1*

Original Collateral Barclays PLC  
Obligor:

Weighting: 50%

Asset: 1.5 per cent. bonds due 2022 issued by Barclays PLC

ISIN: XS1116480697

Common Code: 111648069



Maturity:	1 April 2022
Collateral Component Currency:	Euro
Markets on which admitted to trading:	Regulated Market of the London Stock Exchange
Governing law:	English law

*Collateral Component 2*

Original Obligor:	Collateral	Credit Suisse Group Funding Limited	(Guernsey)
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Weighting:	50%
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Asset: 1.25 per cent. bonds due 2022 issued by Credit Suisse Group Funding (Guernsey) Limited and guaranteed by Credit Suisse Group AG

ISIN:	XS1218287230
Common Code:	121828723
Maturity:	14 April 2022
Collateral Component Currency:	Euro
Markets on which admitted to trading:	Regulated Market of the Luxembourg Stock Exchange
Governing law:	English law

A nominal amount of each Collateral Component shall be determined for the purpose of each Class (each, a “**Class Collateral Component Amount**”) by the Dealer on the Collateral Event as follows:

- (1) an amount (the “**Available Currency Amount**”) will be determined in the corresponding Collateral Component Currency (as specified above for the relevant Collateral Component) equal to the quotient of:
  - (A) the product of (i) the issue proceeds of such Class of Notes and (ii) the corresponding Weighting (as specified above for the relevant Collateral Component); and
  - (B) the Collateral FX Rate (as at the Collateral Event Observation Start Date);
- (2) the Dealer shall also determine in a commercially reasonable manner on the Collateral

Event Observation Start Date the price (including any interest that has accrued since the most recent interest payment) at which it would be able to purchase a nominal amount of the relevant Collateral Component using the Available Currency Amount, such price to be expressed as a percentage of the nominal amount of such Collateral Component (the “**Dirty Price**”);

- (3) the maximum nominal amount of such Collateral Component that could be purchased by the Dealer at the Dirty Price using the Available Currency Amount shall then be determined as the quotient of:

(A) the Available Currency Proceeds; and

(B) the Dirty Price,

with the resulting value then being rounded down to the nearest tradeable amount of such Collateral Component (such amount, the “**Base Collateral Component Amount**”);

- (4) an amount (the “**Collateral Component Currency Equivalent Nominal Amount**”) will be determined in the corresponding Collateral Component Currency (as specified above for the relevant Collateral Component) equal to the quotient of:

(A) the product of (i) Initial Class Aggregate Nominal Amount of such Class of Notes and (ii) the corresponding Weighting (as specified above for the relevant Collateral Component); and

(B) the Collateral FX Rate (as at the Collateral Event Observation Start Date);

- (5) if the Base Collateral Component Amount is equal to the Collateral Component Currency Equivalent Nominal Amount, the Class Collateral Component Amount will be equal to the Base Collateral Component Amount;

- (6) if the Base Collateral Component Amount is greater than the Collateral Component Currency Equivalent Nominal Amount, the Dealer may elect for a Class Collateral Component Amount that is a tradeable amount of such Collateral Component and that is:

(A) not greater than such Base Collateral Component Amount; and

(B) not less than such Collateral Component Currency Equivalent Nominal Amount; and

- (7) if the Base Collateral Component Amount is less than the Collateral Component Currency Equivalent Nominal Amount, the Dealer may elect for a Class Collateral Component Amount that is a tradeable amount of such Collateral Component and that is:

(A) not less than such Base Collateral Component Amount; and

(B) not greater than such Collateral Component Currency Equivalent Nominal Amount; and

- (8) the Asset Swap Transaction in respect of each Class shall reflect the corresponding Base Collateral Component Amounts determined for that Class in accordance with the above.

However, on or before the Collateral Event Observation Start Date, the Dealer may elect alternative bonds to comprise one or more Collateral Component (each Collateral Component so replaced, a “**Replaced Collateral Component**” and the alternative bond, an “**Alternative Collateral Component**”) subject to the following conditions:

- (a) the Alternative Collateral Component shall be a senior unsecured bond which is admitted to trading on an EEA regulated market or from an issuer which has equity or debt outstanding that has been admitted to trading on an EEA regulated market and shall rank *pari passu* with the Replaced Collateral Component;
- (b) the Alternative Collateral Component shall be issued by the issuer of the Replaced Collateral Component or by an entity that owns, directly or indirectly, a majority of the voting power of the issuer of the Replaced Collateral Component;
- (c) the Alternative Collateral Component shall have a scheduled maturity date later than two years following the Maturity Date of the Notes;
- (d) the Alternative Collateral Component shall have a credit rating granted to it by one or more of S&P, Fitch or Moody’s equal to or greater than the credit rating granted to the Replaced Collateral Component by the relevant credit rating agency; and
- (e) the Dealer shall make decisions with respect to any Replaced Collateral Component and Alternative Collateral Component in a commercially reasonable manner and shall consider, amongst other things, the ease of access to alternative bonds from the same issuer with the same characteristics, the yield in respect of the Alternative Collateral Component compared with the Replaced Collateral Component, and the permission and economic and operational feasibility of the Dealer sourcing or trading such Replaced Collateral Component and Alternative Collateral Component. While such determination shall be made solely by the Dealer, it shall consult with the Noteholder Facilitator when making such determination.

The Original Collateral and each Class Collateral Component Amount in respect of each Class of Notes will be fixed on the Collateral Event Observation Start Date and shall be specified in the Issue Deed in respect of the Notes.

- (ii) Swap Agreement: Applicable. The Issuer and the Swap Counterparty will enter into an English law governed 2002 ISDA Master Agreement and Schedule thereto (in the form of the Master Swap Terms dated 4 September 2015, as amended and supplemented by the Issue Deed) by executing an Issue Deed to be dated on or about the Issue Date, as supplemented by (a) confirmations evidencing an asset swap transaction relating to each Class of Notes (in respect of each Class, the “**Asset Swap Transaction**” relating to such Class) between the Issuer and the Swap Counterparty and (b) confirmations evidencing an equity swap transaction relating to the Class A Notes (the “**Class A Equity Swap Transaction**”), and an equity swap transaction relating to the Class B Notes (the “**Class B Equity Swap Transaction**” and together with the Class A Equity Swap Transaction the “**Equity Swap Transactions**”, and each an “**Equity Swap Transaction**” relating to the relevant Class), each between the Issuer and the Swap Counterparty

(together, the “**Swap Agreement**”).

The confirmations evidencing each Asset Swap Transaction and Equity Swap Transaction are available for inspection at the registered office of the Company and at the specified offices of the Issuing and Paying Agent and the Registrar during normal business hours (with respect to the location of the relevant office) on any weekday (Saturdays, Sundays and public holidays excepted).

Upon the occurrence of a Replacement Event, one or more replacement Swap Agreement(s) may be entered into as provided in paragraph 3 of Schedule 2 to these Issue Terms.

- |       |                       |   |
|-------|-----------------------|---|
| (iii) | Swap Counterparty:    | Credit Suisse International   |
| (iv)  | Credit Support Annex: | Applicable. An ISDA Credit Support Annex (Bilateral Form Transfer) (English Law) (containing the paragraph 11 elections set out in the Master CSA Terms dated 4 September 2015, as amended and supplemented by the Issue Deed) will be entered into between the Issuer and the Swap Counterparty by executing an Issue Deed to be dated on or about the Issue Date. |

Under the terms of the Credit Support Annex, a weekly valuation will be performed by the Swap Counterparty (in its capacity as Valuation Agent) as to the Issuer’s Exposure (as defined in the Credit Support Annex) to the Swap Counterparty and the Swap Counterparty’s Exposure (as defined in the Credit Support Annex) to the Issuer under the Swap Agreement. If the Issuer has an Exposure to the Swap Counterparty, the Swap Counterparty may be required to transfer securities (“**Eligible Securities**”) to the Issuer as credit support in order to collateralise any such Exposure. Such Eligible Securities may, at the option of the Swap Counterparty, comprise negotiable debt obligations issued by the governments of the United States of America, Canada, the United Kingdom, France, Germany or by an Original Collateral Obligor at the relevant time. Similarly, if the Swap Counterparty has an Exposure to the Issuer (subject to certain thresholds being met, as set out below), the Issuer may be required to transfer some or all of the Original Collateral to the Swap Counterparty as credit support in order to collateralise any such Exposure.

The Valuation Percentage (as defined in the Credit Support Annex) for Eligible Securities transferred as credit support is 90%. This means that the minimum value of Eligible Securities required to have been transferred following any valuation will be greater than the corresponding Exposure of the Issuer (at around

110%).

The amount of credit support required to be transferred by the Swap Counterparty or the Issuer under the Credit Support Annex in respect of a valuation date will depend on the Issuer's Exposure to the Swap Counterparty and the Swap Counterparty's Exposure to the Issuer under the Swap Agreement and the value of any existing credit support balance held by the Issuer or the Swap Counterparty, as determined by the Swap Counterparty (in its capacity as Valuation Agent) in accordance with the terms of the Credit Support Annex.

All valuations will be by reference to the Base Currency under the Credit Support Annex, being SEK.

To the extent that the value of any existing credit support balance held by the Issuer exceeds the Issuer's Exposure to the Swap Counterparty, then the Issuer may be obliged to return any excess credit support to the Swap Counterparty in accordance with the terms of the Credit Support Annex and similarly to the extent that the value of any existing credit support balance held by the Swap Counterparty exceeds the Swap Counterparty's Exposure to the Issuer, then the Swap Counterparty may be obliged to return any excess credit support to the Swap Counterparty in accordance with the terms of the Credit Support Annex.

(v) Original Collateral Substitution:

Not Applicable.

## PROVISIONS RELATING TO REDEMPTION

20. Final Redemption Amount of each Note: Master Condition 8(a) (*Final Redemption*) shall be deleted in its entirety and replaced with the following:

### **“Final Redemption**

Provided that no Early Redemption Commencement Date or Early Redemption Date has occurred pursuant to any other Condition in respect of a Note (ignoring, for the avoidance of doubt, any Early Redemption Commencement Date or Early Redemption Date that has occurred as a result of a Collateral Event with respect to a Collateral Component that has resulted in partial redemption of such Note), such Note shall become due and payable on the Maturity Date at its Final Redemption Amount.”

21. Collateral Event:

Original Collateral Call;  
Original Collateral Default;  
Original Collateral Payment Failure; and  
Original Collateral Conversion.

22.	Early Redemption Notification Period:	As per Master Conditions.
23.	Regulatory Event:	Not Applicable.
24.	Trigger Event:	Not Applicable.
25.	Redemption by Instalments:	Not Applicable.
26.	Independent Class Early Redemption:	Applicable.
27.	Early Cash Redemption Amount:	In respect of each Class of Notes, the Early Cash Redemption Amount in respect of a Note of such Class will be: <ul style="list-style-type: none"> <li>(i) where the Notes are redeemed early as a result of any Early Redemption Event other than a Collateral Event, an amount in SEK determined in accordance with sub-paragraph (iii) of the definition of “Early Cash Redemption Amount” in Master Condition 1(a) (<i>Definitions</i>); and</li> <li>(ii) where the Notes are partially redeemed early as a result of a Collateral Event, an amount in SEK equal to the Collateral Event Early Cash Redemption Amount.</li> </ul>
28.	Early Redemption Settlement Method:	Cash Settlement, subject to the provisions set out in these Issue Terms.

#### **PRODUCT SUPPLEMENTS AND ADDITIONAL CONDITIONS**

29.	Applicable Product Supplement:	Not Applicable. The additional provisions contained in Schedules 1 to 3 to these Issue Terms amend the Master Conditions.
30.	Pass-through Notes:	Not Applicable.
31.	Collateral Basket CLNs:	Not Applicable.
32.	Collateral Event Noteholder Payment Option:	Not Applicable.
33.	Credit linked Notes:	Not Applicable.

#### **PROVISIONS RELATING TO DISPOSAL AGENT**

34.	Disposal Agent:	Applicable.
	(i) Disposal Agent:	Credit Suisse International.
	(ii) Liquidation:	As per Master Conditions.
	(iii) Liquidation Parameters:	As per Master Conditions.

- (iv) Quotation Dealers: As per Master Conditions.
- (v) Disposal Agent Fee: No.

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

35. Form of Notes:

- (i) Bearer or Registered:

**Registered Notes:**

Global Certificates of up to SEK 200,000,000 in nominal amount in respect of the Class A Notes and up to SEK 200,000,000 in nominal amount in respect of the Class B Notes, in each case, registered in the name of a nominee for a common depository for Euroclear and exchangeable for Certificates in the limited circumstances specified in the respective Global Certificate for each Class of Notes.

- (ii) The Issuer intends to permit indirect interests in the Notes to be held through the CREST Depository Interests to be issued through the CREST Depository:

Not Applicable.

36. Applicable TEFRA exemption:

TEFRA Not Applicable.

37. New Global Note:

No.

38. Financial Centre(s):

For the purpose of Master Condition 9(d) (*Business Day Convention*), a “**Business Day**” shall mean a Reference Business Day as defined in Master Condition 1(a) (*Definitions*).

Notwithstanding anything to the contrary in the Master Conditions or these Issue Terms, the definition of Business Day shall also include a day on which the TARGET System is open for the settlement of payments in EUR.

39. Reference Business Day:

London, Stockholm and TARGET Settlement Day.

40. Reference Business Day Convention:

Not Applicable.

41. Agents:

- (i) Calculation Agent:

Credit Suisse International  
One Cabot Square  
London E14 4QJ

- (ii) Custodian:

The Bank of New York Mellon (Luxembourg) S.A.  
2-4 rue Eugène Ruppert  
Vertigo Building – Polaris

		L-2453 Luxembourg
(iii)	Disposal Agent:	Credit Suisse International One Cabot Square London E14 4QJ
(iv)	Issuing and Paying Agent:	The Bank of New York Mellon, acting through its London Branch One Canada Square London E14 5AL
(v)	Additional Paying Agents:	Not Applicable.
(vi)	Registrar:	The Bank of New York Mellon (Luxembourg) S.A. 2-4 rue Eugène Ruppert Vertigo Building – Polaris L-2453 Luxembourg
(vii)	Transfer Agent(s):	The Bank of New York Mellon (Luxembourg) S.A. 2-4 rue Eugène Ruppert Vertigo Building – Polaris L-2453 Luxembourg
(viii)	Listing Agent:	Maples and Calder 75 St. Stephen’s Green Dublin 2 Ireland
(ix)	Swedish Agent:	Skandinaviska Enskilda Banken AB (publ) Kungsträdgårdsgatan 8 SE-106 40 Stockholm Kingdom of Sweden

## DISTRIBUTION

42.	(i)	If syndicated, names of Managers:	Not Applicable.
	(ii)	Stabilising Manager(s) (if any):	Not Applicable.
43.		If non-syndicated, name of Dealer:	Credit Suisse International.
44.		Non-exempt Offer:	An offer of the Notes may be made by Garantum Fondkommission AB (the “ <b>Financial Intermediary</b> ”) other than pursuant to Article 3(2) of the Prospectus Directive in the Kingdom of Sweden (“ <b>Public Offer Jurisdiction</b> ”) during the period from 28 October 2015 until 23 November 2015 (“ <b>Offer Period</b> ”).  See further paragraph 6 of Part B – “ <i>Other Information</i> ” below.
45.		Fees and Commissions:	The total commission payable by the Issuer to the Dealer in respect of the issue of the Notes will not



exceed 6.5% of the Aggregate Nominal Amount of the Notes issued. The Issuer will fund the payment of such commission using a portion of the issue proceeds, which payment will be satisfied by the aggregate purchase price received by the Dealer from the Issuer in respect of the purchase of the Original Collateral. The Dealer will use such commission payable by the Issuer to pay a corresponding commission to the Distributor. d

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46. Additional Selling Restrictions:

**Sweden**

Each of the Issuer, Credit Suisse International as Dealer, Garantum Fondkommission AB as Distributor, and any authorised offeror has represented and agreed that the Notes have not been offered or sold and will not be offered, sold or delivered directly or indirectly in the Kingdom of Sweden by way of public offering, unless in compliance with the Swedish Financial Instruments Trading Act (*Sw. lag (1991:980) om handel med finansiella instrument*), as amended from time to time.

## PART B – OTHER INFORMATION

### 1. LISTING:

Listing and admission to trading: Application has been made by the Issuer (or on its behalf) to the Irish Stock Exchange for the Notes to be admitted to the Official List of the Irish Stock Exchange and to trading on the Irish Stock Exchange's regulated market with effect from the Issue Date. Application has also been made for the Notes to be admitted to trading and listed on the regulated market of the Stockholm Stock Exchange.

Estimate of total expenses related to admission to trading: EUR 3,000

### 2. RATINGS:

Ratings: The Notes will not be rated.

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE:

Save for the fees payable to the Dealer and the Distributor, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the issue.

### 4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES:

- (i) Reasons for the offer: See the section entitled “*Use of Proceeds*” in the Base Prospectus.
- (ii) Estimated net proceeds: Up to SEK 400,000,000
- (iii) Estimated total expenses: EUR 3,000

### 5. OPERATIONAL INFORMATION

ISIN Code: In respect of the Class A Notes: XS1303771221  
In respect of the Class B Notes: XS1303770686

Common Code: In respect of the Class A Notes: 130377122  
In respect of the Class B Notes: 130377068

Clearing system(s) and any relevant identification number(s): Euroclear Bank S.A./N.V. and Clearstream Banking, S.A. Luxembourg.  
Euroclear Sweden AB of Box 191, SE-103 23,

Stockholm will also act as accountholder at Euroclear.

Delivery:

Delivery free of payment.

Intended to be held in a manner which would allow Eurosystem eligibility:

No.

Whilst the designation is specified as “no” at the date of these Issue Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper (and registered in the name of a nominee of one of the ICSDs acting as common safekeeper). Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

## 6. TERMS AND CONDITIONS OF THE OFFER

Offer Price:

In respect of each Class of Notes, the Issue Price in respect of such Class *plus* a subscription fee of up to 2% of such Issue Price. Such subscription fee shall be charged by and payable to the Distributor, and, for the avoidance of doubt, shall not be payable by the Issuer or the Swap Counterparty.

Conditions to which the offer is subject:

Offers of the Notes are conditional upon their issue.

The Issuer reserves the right for any reason to close the Offer Period early.

Any early closure of the Offer will be published on the Irish Stock Exchange's website ([www.ise.ie](http://www.ise.ie)).

Description of the application process:

A prospective investor should contact the Distributor during the Offer Period. The Issuer has the right to close the Offer Period early. A prospective investor will acquire the Notes in accordance with the arrangements existing between the Distributor and its customers relating to the subscription of securities generally and not directly with the Issuer or the Dealer.

Persons interested in purchasing Notes should contact their financial adviser. If an investor in any jurisdiction other than Sweden wishes to purchase Notes, such investor should (a) be aware that sales in the relevant jurisdiction may not be permitted due to selling restrictions and thus that the application may be rejected by the Distributor; and (b) contact its financial adviser, bank or financial intermediary for more information.

Details of the minimum and/or maximum amount of application:	The minimum amount of an application in respect of any Class of Notes is SEK 10,000. Any application in respect of any Class of Notes in excess of SEK 10,000 must be in respect of integral multiples of SEK 10,000.
Description of possibility to reduce subscriptions:	<p>The Issuer has the right to terminate the Offer Period at any time and not proceed with the issuance.</p> <p>Any early closure of the Offer will be published on the Irish Stock Exchange's website (<a href="http://www.ise.ie">www.ise.ie</a>).</p>
Details of the method and time limits for paying up and delivering the Notes:	The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys by debit of a cash account on or before the Issue Date or in accordance with the procedures specified by the Distributor. Allotted Notes will be delivered to a securities account of each Noteholder as soon as practicable after the Issue Date.
Manner in and date on which results of the offer are to be made public:	The precise Initial Class Aggregate Nominal Amount of each Class of Notes will be published on the website of the Irish Stock Exchange ( <a href="http://www.ise.ie">www.ise.ie</a> ) and filed with the Central Bank of Ireland in accordance with Article 8 of the Prospectus Directive in each case on or around the Issue Date.
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	Not Applicable.
Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries:	Offers may be made by the Distributor in Sweden to any person.
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	<p>Following the end of the Offer Period, the Distributor will proceed to notify the prospective Noteholders as to the amount of their allotment of the Notes, if any.</p> <p>Dealing may not begin before notification is made.</p>
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	<p>Taxes charged in connection with the subscription, transfer, purchase, or holding of the Notes must be paid by the Noteholders. Neither the Issuer nor the Distributor shall have any obligation in relation thereto. In this respect, prospective investors must consult professional tax advisers to determine the tax regime applicable to their own circumstances.</p> <p><b>Subscription fees:</b> In respect of each Class: up to 2% of the Issue Price of the Notes of such Class, which will be charged by, and payable to, Garantum Fondkommission AB in its capacity as Distributor of the Notes. For the avoidance of doubt, neither the Issuer nor the Swap Counterparty shall be liable to pay</p>

any subscription fees.

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place: Garantum Fondkommission AB of Norrmalmstorg 16, Stockholm, Sweden (the “**Distributor**”) will be the sole Distributor in Sweden.

## 7. DOCUMENTS ON DISPLAY:

For so long as any Notes remain outstanding, copies of the following documents will, when published (to the extent applicable), be available in physical form free of charge during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Company and at the specified offices of the Issuing and Paying Agent, the Registrar and the Noteholder Facilitator:

- (a) the Articles of the Company;
- (b) copies of the latest annual reports and accounts of the Issuer;
- (c) the Issue Deed relating to the Notes;
- (d) the Programme Deed (and the documents incorporated therein, including, *inter alia*, the Principal Trust Deed, the Agency Agreement, the Dealer Agreement, the Mandate Agreement and the Repurchase and Cancellation Agreement), as amended from time to time;
- (e) the confirmations of the Asset Swap Transactions and the Equity Swap Transactions;
- (f) a copy of the Base Prospectus and this Prospectus, together with any other document required or permitted to be published by the Irish Stock Exchange; and
- (g) any future supplements to the Base Prospectus and this Prospectus.

The Base Prospectus has been published on the Irish Stock Exchange's website at [www.ise.ie](http://www.ise.ie). This Prospectus together with any other document required or permitted to be published by the Irish Stock Exchange and any future supplements to this Prospectus will be published on the Irish Stock Exchange's website at [www.ise.ie](http://www.ise.ie).

### Clearing Systems

The Notes have been accepted for clearance through Euroclear.

The address for Euroclear is 3 Boulevard du Roi Albert II, B.1210 Brussels, Belgium.

The Notes have also been accepted for clearance through Euroclear Sweden.

### Significant or Material Change

There has been no significant change in the financial or trading position of the Company and no material adverse change in the financial position or prospects of the Company since 31 December 2014, being the date of the Company's last audited financial statements.

### Litigation

There have been no governmental, legal or arbitration proceedings (including any such

proceedings which are pending or threatened of which the Company is aware) since 11 December 2013 (being the date of incorporation of the Company) which may have or have in such period had a significant effect on the financial position or profitability of the Company.

### **Company Chairman**

Alexandra Fantuz was appointed by the directors of the Company as the chairman of the Board on 8 August 2014.

### **Auditors**

The approved statutory auditors (*réviseurs d'entreprises agréés*) of the Company, which were appointed by a resolution of the Board dated 18 August 2015 until the date of the meeting of the Board resolving to submit the annual accounts of the Company for the 2015 financial period, are PricewaterhouseCoopers, Société coopérative whose address is 2, rue Gerhard Mercator, L-2182 Luxembourg and who belong to the Luxembourg institute of auditors (*Instituts des réviseurs d'entreprises*). PricewaterhouseCoopers, Société cooperative, in its capacity as auditors of the Company, have no material interest in the Company.

### **Post-Issuance Information**

The Issuer does not intend to provide any post-issuance information in relation to the Notes or Collateral.

### **Listing Agent**

Maples and Calder is acting solely in its capacity as listing agent for the Issuer in relation to the Notes and is not itself seeking admission of the Notes to the Official List of the Irish Stock Exchange or to trading on the regulated market of the Irish Stock Exchange for the purposes of the Prospectus Directive.

### **Process Agent**

Law Debenture Corporate Services Limited will be appointed as the Issuer's agent for the service of proceedings issued out of the Courts of England in respect of each of the Issue Deed, the Swap Agreement and the Global Certificates relating to the Notes.

## **8. CREDIT SUISSE:**

Credit Suisse International acts as the Swap Counterparty under the Swap Agreement.

The business of Credit Suisse International is banking and it is regulated as an EU credit institution by the Financial Conduct Authority and the Prudential Regulation Authority of England and Wales. Credit Suisse International was incorporated in England and Wales under the Companies Act 1985, on 9 May 1990, with registered no. 2500199 and was re-registered as an unlimited company under the name "Credit Suisse Financial Products" on 6 July 1990, and was renamed Credit Suisse First Boston International on 27 March 2000 and Credit Suisse International on 16 January 2006. Credit Suisse International's registered office and principal place of business is at One Cabot Square, London E14 4QJ, telephone number +44 (0)20 7888 8888. Credit Suisse International has securities admitted to trading on the Main Securities Market of the Irish Stock Exchange. Such market is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC.

## SCHEDULE 1 TO THE ISSUE TERMS – ADDITIONAL DEFINITIONS

The following words and expressions shall be deemed to be inserted as additional definitions in the correct alphabetical order or, as the case may be, replace the existing definitions, in each case, in Master Condition 1(a) (*Definitions*):

“**Additional Payout Amount**” means, in respect of each Note of a Class, its *pro rata* share of the Swap Counterparty Equity Final Exchange Amount (if any) receivable by the Issuer under the Equity Swap Transaction relating to such Class, subject to a minimum of zero.

“**Affected Collateral Component**” has the meaning given to such term in paragraph 1 of Schedule 2 to these Issue Terms.

“**Agency Agreement**” has the meaning given to it in Master Condition 1(a) (*Definitions*), as such agreement may be amended and/or restated from time to time.

“**Class Collateral**” means, in respect of a Class, the proportion of the Original Collateral equal to the aggregate of the Class Collateral Component Amounts relating to such Class.

“**Class Collateral Component Amount**” has the meaning given to it in paragraph 19(i) (*Original Collateral*) of the Issue Terms.

“**Class Swap Counterparty CSA Interest Amount**” means the portion of any Interest Amount (as defined in the Credit Support Annex) that the Swap Counterparty is obliged to transfer to the Issuer as a result of the Notes falling due for redemption which the Calculation Agent determines, acting in a commercially reasonable manner, to be attributable to the relevant Class of Notes being redeemed, provided that where such amount is not denominated in the Specified Currency of that Class, such amount shall be converted by the Disposal Agent into the Specified Currency.

“**Collateral Component**” has the meaning given to such term in paragraph 19(i) of Part A of these Issue Terms.

“**Collateral Component Currency Equivalent Nominal Amount**” has the meaning given to it in paragraph 19(i) (*Original Collateral*) of the Issue Terms.

“**Collateral Event Early Cash Redemption Amount**” means, in respect of each Note of a Class, its *pro rata* share of an amount determined by the Calculation Agent equal to: (i) the Affected Class Collateral Proceeds; *plus* (ii) the Partial Class Asset Swap Gain; *minus* (iii) the Partial Class Asset Swap Loss.

“**Collateral Event Observation Start Date**”, in respect of each Class, is expected to be 26 November 2015.

“**Collateral FX Rate**” means, in respect of a date, the daily fixing rate of exchange of the number of SEK per EUR 1, rounded to four decimal places, each such rate as published on Reuters page ECB37 at 14:15 CET on such date, or such successor page or rate, or if any such rate or page is not available, such other rate as selected or determined by the Calculation Agent.

The Collateral FX Rate will be subject to corrections, if any, as a result of information subsequently displayed by the source within one hour of the time when such rate is first displayed by such source, unless the Calculation Agent determines in its discretion, acting in good faith and in a commercially reasonable manner, that it is not practicable to take into account such correction.

“**Early Redemption Event**” means a Liquidation Event, other than the occurrence of an Early Redemption Commencement Date owing to the occurrence of a Counterparty Bankruptcy Credit Event.

“**Final Redemption Amount**” means, in respect of each Note of a Class, the sum of (i) its *pro rata* share of an amount equal to the Outstanding Principal Amount of such Class as at the Reference Business Day immediately preceding the Maturity Date; (ii) any Additional Payout Amount in respect of such Note; and (iii) that Note’s *pro rata* share of the Class Swap Counterparty CSA Interest Amount (if any).

“**Outstanding Principal Amount**” means, in respect of each Class, (i) as at the Issue Date, the Initial Class Aggregate Nominal Amount; and (ii) thereafter, the aggregate principal amount of such Class outstanding from time to time, determined and reduced as such in accordance with paragraph 4 of Part A of these Issue Terms and Master Condition 8(c) (*Redemption in Part following a Collateral Event*).

**“Partial Class Asset Swap Gain”** means (i) where the Partial Class Asset Swap Value would be negative (and therefore payable to the Issuer), the absolute value of the Partial Class Asset Swap Value, or (ii) otherwise, zero.

**“Partial Class Asset Swap Loss”** means (i) where the Partial Class Asset Swap Value would be positive (and therefore payable to the Swap Counterparty), the absolute value of the Partial Class Asset Swap Value, or (ii) otherwise, zero.

**“Partial Class Asset Swap Value”** means, for the purposes of the Collateral Event Valuation Date with respect to a Class of Notes, an amount determined by the Calculation Agent in SEK equal to the Early Termination Amount (as defined in the Swap Agreement) of the Swap Agreement that would be payable by the Issuer to the Swap Counterparty or by the Swap Counterparty to the Issuer under the Swap Agreement upon a termination of the Swap Agreement (excluding the Equity Swap Transaction) on the Collateral Event Valuation Date. Such Early Termination Amount shall be determined on the basis that:

- (i) the Swap Counterparty is not the Affected Party;
- (ii) the Base Currency is SEK;
- (iii) the Asset Swap Transaction relating to such Class is deemed to relate to (a) in respect of the payments due from the Swap Counterparty to the Issuer, a nominal amount of Notes equal to the product of the Outstanding Principal Amount of such Class and the Weighting of the Affected Collateral Component and (b) in respect of the payments due from the Issuer to the Swap Counterparty, the nominal amount of the Class relating to the Affected Collateral Component only;
- (iv) the Swap Counterparty’s claim to any Early Termination Amount payable to the Issuer shall be limited to the prevailing market value of the Original Collateral in respect of such Class at that time that corresponds to the Affected Collateral Component;
- (v) the Calculation Agent is the Determining Party and Section 6(e)(ii)(1) of the Swap Agreement applies but without reference to Section 6(e)(ii)(3) thereof;
- (vi) the Swap Agreement is deemed for this purpose to comprise only the Asset Swap Transaction relating to the relevant Class and the portion of the Credit Support Balance of the Issuer relating thereto and shall be deemed to exclude, for the avoidance of doubt, the Equity Swap Transaction relating to the relevant Class and both the Asset Swap Transactions and the Equity Swap Transactions not relating to the relevant Class;
- (vii) where the Issuer has a Credit Support Balance under the Credit Support Annex, a proportion of such Credit Support Balance determined to relate to the Asset Swap Transaction for the relevant Class shall be taken into account in determining an Unpaid Amount; and
- (viii) the portion of the Party B Payment Amounts relating to the payment of interest scheduled to be paid in respect of the Affected Collateral Component as at the Collateral Event Observation Start Date shall be valued taking into account that such portion would have been payable in whole to the Swap Counterparty up to, and including, the Maturity Date had the relevant Collateral Event not occurred.

**“Potential Affected Collateral Component”** has the meaning given to such term in Master Condition 8(o) (*Suspension of Payments*).

**“Potential Collateral Event”** has the meaning given to such term in Master Condition 8(o) (*Suspension of Payments*).

**“Replacement Event”** has the meaning given to such term in paragraph 2 of Schedule 2 to these Issue Terms.

**“Swap Counterparty Equity Final Exchange Amount”**, in respect of each Class, has the meaning given to such term in the Equity Swap Transaction relating to such Class.

**“Swap Counterparty Equity Final Exchange Date”**, in respect of each Class, has the meaning given to such term in the Equity Swap Transaction relating to such Class.



**“Swap Counterparty Event”** means, in accordance with the terms of the Swap Agreement, the occurrence of an Event of Default (as defined in the Swap Agreement) with respect to the Swap Counterparty.

**“Swap Termination Event”** means, in respect of each Class, that an Early Termination Date in respect of the Asset Swap Transaction and the Equity Swap Transaction relating to such Class, as applicable, has been designated or deemed to have been designated by the Issuer or the Swap Counterparty, as applicable, under the Swap Agreement for any reason other than (i) as a result of the occurrence of a Swap Counterparty Event or (ii) as a result of the occurrence of an Early Redemption Commencement Date in respect of the Notes other than pursuant to Master Condition 8(f) (*Redemption for Termination of Swap Agreement*).

## SCHEDULE 2 TO THE ISSUE TERMS – AMENDMENTS TO MASTER CONDITIONS

### 1. Collateral Components and Collateral Events

#### (a) Amendments to Master Condition 1(a) (*Definitions*)

- (i) The definition of “Affected Class Terminated Transaction” shall be deleted in its entirety and replaced with the following:

““**Affected Class Terminated Transaction**” means, in respect of an Early Redeeming Class of Notes and the Swap Agreement, each of the Asset Swap Transaction and the Equity Swap Transaction relating to such Early Redeeming Class of Notes entered into under such Swap Agreement.”.

- (ii) The definition of “Affected Class Termination Payment” shall be deleted in its entirety and replaced with the following:

““**Affected Class Termination Payment**” means, in respect of an Early Redeeming Class of Notes, any Termination Payment in the Base Currency in respect of the Swap Agreement and the relevant Affected Class Terminated Transactions, together, if applicable, with any interest payable thereon, provided that the Swap Counterparty’s claim to any Affected Class Termination Payment payable by the Issuer shall be limited to the prevailing value of the Affected Class Collateral at the time.”.

- (iii) The definition of “Identical Collateral” shall be deleted in its entirety and all references to “Identical Collateral” throughout the Master Conditions shall be ignored.

#### (b) Amendment to Master Condition 8(d) (*Redemption for Taxation Reasons*), Master Condition 8(f) (*Redemption for Termination of Swap Agreement*), Master Condition 8(g) (*Redemption for a Counterparty Bankruptcy Credit Event*), Master Condition 8(h) (*Redemption Following an Illegality Event*), Master Condition 8(i) (*Redemption Following a Regulatory Event*) and Master Condition 8(k) (*Redemption Following the Occurrence of an Event of Default*)

- (i) Master Condition 8(d) (*Redemption for Taxation Reasons*) and Master Condition 8(k) (*Redemption Following the Occurrence of an Event of Default*) shall each be amended by inserting the words “ignoring, for the avoidance of doubt, any Early Redemption Commencement Date or Early Redemption Date that has occurred as a result of a Collateral Event with respect to a Collateral Component that has resulted in partial redemption of such Note” immediately following the words “(which, for the avoidance of doubt, may have occurred separately pursuant to one or more Master Conditions)”.

- (ii) Master Condition 8(f) (*Redemption for Termination of Swap Agreement*), Master Condition 8(g) (*Redemption for a Counterparty Bankruptcy Credit Event*), Master Condition 8(h) (*Redemption Following an Illegality Event*) and Master Condition 8(i) (*Redemption Following a Regulatory Event*) shall each be amended by inserting the words “(ignoring, for the avoidance of doubt, any Early Redemption Commencement Date or Early Redemption Date that has occurred as a result of a Collateral Event with respect to a Collateral Component that has resulted in partial redemption of such Note)” immediately following the words “in respect of which no Early Redemption Commencement Date or Early Redemption Date has previously occurred pursuant to any other Condition”.

#### (c) Amendment to Master Condition 8(c) (*Redemption Following a Collateral Event*)

Master Condition 8(c) (*Redemption following a Collateral Event*) shall be deleted in its entirety and replaced with the following:

##### “(c) **Redemption in Part following a Collateral Event**

Provided that no Early Redemption Commencement Date or Early Redemption Date has occurred pursuant to any other Condition (ignoring, for the avoidance of doubt, any Early Redemption Commencement Date that has occurred as a result of a different Collateral Component becoming an Affected Collateral Component), if the Calculation Agent determines that a Collateral Event has occurred with respect to any Collateral Component

(such Collateral Component, an “**Affected Collateral Component**”) and gives notice of such determination (including a description in reasonable detail of the facts relevant to such determination) to the Issuer (copied to the Issuing and Paying Agent, the Trustee and the Swap Counterparty) pursuant to the Swap Agreement (the date of such determination being the “**Collateral Event Determination Date**”), then:

- (i) as soon as reasonably practicable, and in any event within the Early Redemption Notification Period commencing on (and including) the Collateral Event Determination Date, the Issuer (or the Issuing and Paying Agent on its behalf, having been instructed by the Issuer or the Calculation Agent) will give an Early Redemption Notice (which shall relate solely to the portion of the Notes being partially redeemed in accordance with this Master Condition 8(c) and the Conditions shall be construed accordingly) to the Noteholders of the determination of the Collateral Event (the date of such notice to the Noteholders being the “**Early Redemption Commencement Date**”), including a description in reasonable detail of the facts relevant to such determination, by forwarding with such Early Redemption Notice a copy of the notice delivered by the Calculation Agent with respect to the Collateral Event Determination Date or the information provided therein;
- (ii) on a date (the “**Collateral Event Valuation Date**”) falling as soon as reasonably practicable within 5 Business Days of the Early Redemption Commencement Date, the Calculation Agent shall, in respect of each Class of Notes, determine the Partial Class Asset Swap Value in respect of the Affected Collateral Component and shall seek quotations from 5 dealers in the market for the Affected Collateral Component;
- (iii) the Affected Collateral Component shall be liquidated on the Collateral Event Valuation Date by selling to the Quotation Dealer who provides the highest quotation;
- (iv) each Note will be partially redeemed on the Early Redemption Date by payment to each Noteholder of its Collateral Event Early Cash Redemption Amount (which may be zero), irrespective of whether the relevant Collateral Event is continuing, and the payment of such amount shall satisfy the Issuer's obligations in respect of such *pro rata* proportion of each Note, provided that where the Outstanding Principal Amount of a Class of Notes would otherwise be reduced to zero prior to the Maturity Date as a result of the occurrence of a Collateral Event, SEK 1 of each Note of such Class of Notes shall remain outstanding so as to enable any portion of the Final Redemption Amount attributable to an Additional Payout Amount to be payable to the Noteholders of such Class on the Maturity Date; and
- (v) the outstanding nominal amount of each Note of a Class shall, subject to paragraph (iv) above, be reduced by an amount equal to the product of (X) the Weighting of the Affected Collateral Component and (Y) the Specified Denomination of such Note, for all purposes with effect from the relevant Early Redemption Date, unless payment of the relevant Collateral Event Early Cash Redemption Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Collateral Event Early Cash Redemption Amount.

(d) **Amendment to Master Condition 8(o) (*Suspension of Payments*)**

Master Condition 8(o) (*Suspension of Payments*) shall be deleted in its entirety and replaced with the following:

“(o) **Suspension of Payments**

If the Calculation Agent determines that facts exist which may (assuming the expiration of any applicable grace period) amount to a Collateral Event with respect of a Collateral Component (a “**Potential Collateral Event**”), no payment of principal shall be made by the

Issuer in respect of the proportion of each Note corresponding to such Note's *pro rata* share of the notional amount of the outstanding principal amount of the Collateral Component to which such suspension relates (such Collateral Component, a "**Potential Affected Collateral Component**") during the period of ten Reference Business Days following such determination (the "**Suspension Period**"). If, at any time during the Suspension Period, the Calculation Agent determines that a Collateral Event has occurred, then the provisions relating to Condition 8(c) (*Redemption in Part following a Collateral Event*) shall apply. If, on the final Business Day of the Suspension Period, no such determination has been made, then the balance of the principal or interest that would otherwise have been payable in respect of the Potential Affected Collateral Component shall be due on the second Business Day after such final Business Day of the Suspension Period. Noteholders or Couponholders shall not be entitled to a further payment as a consequence of the fact that such payment of such principal or interest is postponed pursuant to this paragraph 8(o).

Notwithstanding the foregoing, if the Calculation Agent determines that the circumstances giving rise to such potential Collateral Event have been remedied (if possible) or no longer exist prior to the end of the applicable grace period such that no related Collateral Event has occurred, then the Issuer shall make any payments that would otherwise have been payable in respect of the Potential Affected Collateral Component on the second Business Day following the date on which the Calculation Agent makes such determination. In determining whether a payment failure has (or may have) occurred, the Calculation Agent may rely on evidence of non-receipt of funds.

For the avoidance of doubt, payments of principal in respect of the proportion of each Note corresponding to such Note's *pro rata* share of the notional amount of the outstanding principal amount of the Collateral Component which is not a Potential Affected Collateral Component (if any) shall continue to be due and payable, and no Suspension Period shall apply in respect of such unaffected portion of each Note.

The Calculation Agent shall, as soon as reasonably practicable, notify the Issuing and Paying Agent of any suspensions of payments pursuant to this Master Condition 8(o)".

## 2. **Redemption for Termination of Swap Agreement and Swap Counterparty Replacement Option**

For the purposes of Master Condition 8(f) (*Redemption for Termination of Swap Agreement*), the reference to Swap Counterparty Event in item (i) of the second paragraph thereof shall be deemed to be deleted and instead refer to the occurrence of a Termination Event (as defined in the Swap Agreement) where the Issuer has the right to designate an Early Termination Date in respect of all outstanding Asset Swap Transactions and Equity Swap Transactions under the Swap Agreement.

### ***Swap Counterparty Replacement Option***

Upon the occurrence of (i) a Counterparty Bankruptcy Credit Event; (ii) a Swap Counterparty Event (other than a Counterparty Bankruptcy Credit Event); or (iii) a Termination Event (as defined in the Swap Agreement) where the Issuer has the right to designate an Early Termination Date in respect of the Asset Swap Transactions (an "**Asset Swap Termination Event**"); or (iv) a Termination Event (as defined in the Swap Agreement) where the Issuer has the right to designate an Early Termination Date in respect of any Equity Swap Transaction (an "**Equity Swap Termination Event**"); or (v) the long term senior, unsecured rating assigned by Moody's Investors Service Limited ("**Moody's**") to the Swap Counterparty being withdrawn or less than Ba1 or the short term rating assigned by Moody's to the Swap Counterparty being less than P-3 (any such downgrade or withdrawal, a "**Moody's Ba1/P-3 Downgrade**" and such event, along with each of a Counterparty Bankruptcy Credit Event, a Swap Counterparty Event (other than a Counterparty Bankruptcy Credit Event), an Asset Swap Termination Event, an Equity Swap Termination Event and a Moody's Ba1/P-3 Downgrade, each a "**Replacement Event**"), the Issuer shall not designate an Early Termination Date and shall notify the Noteholder Facilitator as soon as reasonably practicable upon becoming aware of any such occurrence. Upon receipt by the Issuer of written directions (such notice to be copied to the Trustee) (a "**Replacement Counterparty Notice**") from Garantum Fondkommission AB (or any

successor thereto) (in such capacity, the “**Noteholder Facilitator**”) requesting the Issuer to enter into a replacement Swap Agreement in respect of all Asset Swap Transactions and all Equity Swap Transactions (the “**Replacement Swap Agreement**”) with a replacement swap counterparty (the “**Replacement Swap Counterparty**”) designated by the Noteholder Facilitator (and, provided that, in the case of a Replacement Event that is a Moody’s Ba1/P-3 Downgrade, the Swap Counterparty has provided its prior written consent to such replacement) the Issuer shall use reasonable efforts to enter into such Replacement Swap Agreement with such Replacement Swap Counterparty; provided that (A) each such Replacement Swap Counterparty is a reputable financial institution with a place of business in London which enters into derivative transactions as part of its ongoing business activities and which has, as a minimum, a long term senior, unsecured rating of Ba1 and/or a short term rating of P-3 (or their equivalent ratings, in each case, as assigned by Moody’s) as of the date the Replacement Swap Agreement is entered into, (B) the Replacement Swap Counterparty must be satisfactory to the Trustee and the Issuer, (C) the price that the Replacement Swap Counterparty is willing to pay to, or receive from the existing Swap Counterparty (the “**Existing Swap Counterparty**”) is reasonably satisfactory to the Existing Swap Counterparty, and (D) where such Replacement Counterparty Notice relates to a Replacement Event other than a Moody’s Ba1/P-3 Downgrade, such Replacement Swap Agreement is entered into within 30 calendar days of the occurrence of the relevant Replacement Event (and provided such Replacement Event is still continuing at such time) (such period, the “**Replacement Period**”).

If the relevant Replacement Swap Agreement is not entered into following a Replacement Event other than a Moody’s Ba1/P-3 Downgrade within the Replacement Period (including where, in such circumstances, no Replacement Counterparty Notice is delivered by the Noteholder Facilitator), the Swap Agreement shall automatically terminate and, if a Swap Termination Event has occurred and no Early Redemption Commencement Date or Early Redemption Event has occurred pursuant to any other applicable Condition, the Issuer shall, as soon as is practicable (or, in any case, within 2 Reference Business Days after the end of the Replacement Period), give an Early Redemption Notice to the Noteholders (the date on which such Early Redemption Notice is deemed to have been given shall be an “**Early Redemption Commencement Date**”).

Following the delivery of such Early Redemption Notice, each Note shall become due and payable on the related Early Redemption Date. In connection with such redemption of each Note on the Early Redemption Date, the Disposal Agent shall (in accordance with the Agency Agreement) arrange for, and administer the sale of any Eligible Securities delivered by the Swap Counterparty to the Issuer under the Credit Support Annex (and the security created pursuant to the Trust Deed over such Eligible Securities (if any) shall automatically be released for purposes of permitting such sale). Each Class of Notes will be redeemed at their applicable Early Cash Redemption Amount (as defined in paragraph 26 of Part A of these Issue Terms) on the relevant Early Redemption Date by payment of such Early Cash Redemption Amount to the Noteholders of such Class on a *pro rata* basis.

Any Replacement Swap Agreement shall be entered into on identical terms as the Swap Agreement (including the relevant Asset Swap Transaction(s) and/or Equity Swap Transaction(s) thereunder), save for such terms as the Issuer and the Replacement Swap Counterparty, acting in good faith, determine are necessary to reflect the replacement of the Existing Swap Counterparty with the Replacement Swap Counterparty.

On the entry into of the Replacement Swap Agreement, the Swap Agreement with the Existing Swap Counterparty shall to the extent of the relevant replacement terminate immediately and:

- (i) the amount (if any) due to the Existing Swap Counterparty from the Issuer upon termination of the Swap Agreement shall be funded out of the amount paid to it by the Replacement Swap Counterparty, and the Existing Swap Counterparty, shall have no further claims against the Issuer or any other party in respect of such amounts; and
- (ii) the amount (if any) due to the Issuer from the Replacement Swap Counterparty upon the entry into of the Replacement Swap Agreement shall be increased (or, as the case may be, the amount due from the Issuer to the Replacement Swap Counterparty shall be reduced) by an amount equal to any fees, costs and/or expenses incurred by the Issuer and/or the Trustee

in relation to the appointment of the Replacement Swap Counterparty and any Replacement Agents appointed pursuant to paragraph 4 of this Schedule 2 to these Issue Terms below.

Following the entry into of a Replacement Swap Agreement, all references to the Replacement Swap Counterparty shall be deemed to be the Swap Counterparty, as applicable, for the purposes of these Issue Terms and any other documentation relating to the Notes. Accordingly, more than one Replacement Event may occur.

For the avoidance of doubt, and notwithstanding any other provisions of the Issue Deed, Principal Trust Deed or any other document relating to the Notes, no Swap Termination Event shall occur for the purposes of Master Condition 8(f) (*Redemption for Termination of Swap Agreement*) as a result of the termination of the Swap Agreement and entry into the Replacement Swap Agreement in accordance with the foregoing, and the consent of the Noteholders will not be sought or be required in connection with a Replacement Event in accordance with the foregoing nor for any amendments to the Master Conditions or these Issue Terms and any other documentation relating to the Notes that the Noteholder Facilitator certifies in writing to the Trustee are consequential to and necessary in connection with the entry into of such Replacement Swap Agreement (upon which certificate the Trustee shall be entitled to rely on absolutely without incurring any liability to any person for so doing (even though such certificate may later be found to have been invalidly given)). None of the Issuer, the Trustee, the Swap Counterparty, the Noteholder Facilitator, the Calculation Agent, the Disposal Agent, the Custodian, the Issuing and Paying Agent, the Registrar, the Transfer Agent, the Dealer, the Arranger or any other person connected to the Notes shall be liable to any Noteholder or any other person in connection with any Replacement Event and/or any entry into of a Replacement Swap Agreement or in respect of any amendments to the Master Conditions or these Issue Terms and any other documentation relating to the Notes which the Noteholder Facilitator has certified in writing to the Trustee are consequential and necessary in connection with the entry into of such Replacement Swap Agreement and shall have no responsibility to any Noteholder or any other person in respect of any of the consequences resulting from a Replacement Event and/or any entry into of a Replacement Swap Agreement.

### 3. **Agent Replacement Option**

Concurrently with the appointment of a Replacement Swap Counterparty and entry into of a Replacement Swap Agreement pursuant to paragraph 3 of this Schedule 2 to these Issue Terms above, but only where the Swap Agreement with the Existing Swap Counterparty has been terminated in full, the Issuer undertakes, upon receipt of written directions from the Noteholder Facilitator requesting the Issuer to replace the existing Calculation Agent and/or Disposal Agent (a “**Replacement Agent Notice**”), to use reasonable efforts to appoint a replacement calculation agent (the “**Replacement Calculation Agent**”) and replacement disposal agent (the “**Replacement Disposal Agent**”, and together with the Replacement Calculation Agent, the “**Replacement Agents**”) designated by the Noteholder Facilitator, provided that (i) in the case of a Replacement Calculation Agent, is a reputable financial institution with a place of business in London which provides calculation agency services as part of its ongoing business activities and (ii) in the case of a Replacement Disposal Agent, is a reputable financial institution with a place of business in London which customarily sells securities in the market as part of its ongoing business activities, and in each case, are satisfactory to the Issuer, the Trustee and the Replacement Swap Counterparty. Upon receipt of such Replacement Agent Notice, the Issuer shall make reasonable efforts to effect such replacement on, or as soon as practicable following, the entry into of the Replacement Swap Agreement. The costs of appointment of the Replacement Agents shall be borne by the Replacement Swap Counterparty.

Following the appointment of any Replacement Agent, all references to the Calculation Agent and/or Disposal Agent, as applicable, shall be deemed to be references to the Replacement Agent for the purposes of these Issue Terms and any other documentation relating to the Notes. Accordingly, the Calculation Agent and/or Disposal Agent may be replaced more than once.

For the avoidance of doubt, and notwithstanding Master Condition 11 (*Agents*) or any other provisions of the Issue Deed, Principal Trust Deed or any other document relating to the Notes, the consent of the Noteholders will not be sought or be required in connection with the appointment of

any Replacement Agents in accordance with the foregoing nor for any amendments to the Master Conditions or these Issue Terms and any other documentation relating to the Notes that the Noteholder Facilitator certifies in writing to the Trustee are consequential to and necessary in connection with the appointment of such Replacement Agents upon which certificate the Trustee shall be entitled to rely absolutely without incurring any liability to any person for so doing (even though such certificate may later be found to have been invalidly given). None of the Issuer, the Trustee, the Swap Counterparty, the Noteholder Facilitator, the Calculation Agent, the Disposal Agent, the Custodian, the Issuing and Paying Agent, the Registrar, the Transfer Agent, the Dealer, the Arranger or any other person connected to the Notes shall be liable to any Noteholder or any other person in connection with the appointment of any Replacement Agent or in connection with any amendment which may be made to the Master Conditions insofar as the proposed amendments relate to this Series only or these Issue Terms and any other documentation relating to the Notes which the Noteholder Facilitator has certified in writing to the Trustee are consequential to and necessary in connection with the entry into of the Replacement Swap Agreement in accordance with the foregoing and shall have no responsibility to any Noteholder or any other person in respect of any of the consequences resulting from any such appointment of a Replacement Agent.

4. **Original Collateral**

For the purposes of this Series of Notes only, “Original Collateral” shall be construed to include any Original Collateral that is transferred by the Issuer to the Swap Counterparty pursuant to the Credit Support Annex.

## SCHEDULE 3 TO THE ISSUE TERMS – PROVISIONS RELATING TO EUROCLEAR SWEDEN

### 1. General

For so long as the Notes are represented by a Global Certificate and are shown in the records of Euroclear as being held by the Swedish CSD as defined below, the provisions of paragraph 2 of this Schedule will apply.

#### 1.1 Form of Swedish Notes

The Global Certificate issued in respect of the Notes will be deposited upon issuance with and registered in the name of a nominee for Euroclear. The Notes will be shown in the records of Euroclear as being held by a Swedish central securities depository (the “**Swedish CSD**”) which will be Euroclear Sweden AB (“**Euroclear Sweden**”) or any successor acceptable to or substitute appointed by the Issuer. The Swedish CSD will hold all interests in the Notes for the sole purpose of enabling clearing and settlement of interests therein in uncertificated and dematerialised book-entry form in the records maintained by the Swedish CSD in accordance with the CSD Rules (as defined below) for the benefit of the ultimate beneficial owners.

Beneficial interests in the Swedish CSD's interest in the Notes will be shown in the records of the Swedish CSD pursuant to an affiliation agreement dated prior to the Issue Date entered into between the Issuer and the Swedish CSD. No owner of such a beneficial interest is entitled to transfer (and the Swedish CSD will not allow any such transfer) such interest directly to the records of Euroclear and thereby removing the relevant Notes from the records of the Swedish CSD.

The holders of the Notes expressly accept and acknowledge that the Swedish CSD will only distribute payments for the Notes that the Swedish CSD has received from Euroclear in respect of the Notes.

#### 1.2 Euroclear Sweden

Euroclear Sweden is a subsidiary within the Euroclear group of companies. Euroclear Sweden is a limited liability company. It is authorised and regulated by the Swedish Financial Supervisory Authority as a central securities depository within the meaning of the Swedish Financial Instruments Accounts Act (1998:1479 (as amended)) and as a clearing organisation within the meaning of the Swedish Securities Markets Act (2007:528 (as amended)). All transactions relating to the beneficial interests in the Swedish CSD's interest in the Notes (such as issuance, sale and transfer, pledge arrangements and other dispositions and redemptions) are executed as computerised book-entry registrations. Consequently, in order to effect such entries beneficial owners must establish a book-entry account through a credit institution or a securities firm acting as an account operator with the Swedish CSD (currently Euroclear Sweden). More information regarding Euroclear Sweden and its rules and operating procedures can be found at its internet web site at [www.euroclear.com](http://www.euroclear.com).

#### 1.3 Swedish Agent

In addition, the Issuer has appointed or will appoint Skandinaviska Enskilda Banken AB (publ) as “**Swedish Agent**” in relation to the Notes pursuant to an issuing and paying agency agreement dated 16 April 2014 (the “**Swedish Agency Agreement**”).

### 2. Amendments to the Master Conditions

The following provisions shall supplement and amend the Master Conditions and the provisions of the Global Certificate:

#### 2.1 Beneficial interests and transfer

The beneficial interests in the Swedish CSD's interest in the Notes will be held in Swedish uncertificated and dematerialised book-entry form in accordance with the Swedish Financial Instruments Accounts Act (*Sw. lag (1998:1479) om kontoföring av finansiella instrument*) and all such other Swedish laws, regulations and operating procedures applicable to and/or issued by the Swedish CSD (the “**CSD Rules**”). No owner of such a beneficial interest is entitled to transfer (and



the Swedish CSD will not allow any such transfer) such interest directly to the records of Euroclear and thereby removing the relevant Notes from the records of the Swedish CSD.

Such beneficial interests will be transferable only in accordance with the CSD Rules. Title to such beneficial interests shall pass in the records maintained by the Swedish CSD in accordance with the CSD Rules.

The Issuer shall be entitled to obtain information from the register of the Swedish CSD in accordance with the CSD Rules.

## **2.2 Amendments while in global form**

For the purpose of ascertaining the validity of a beneficial holding by a person on whose behalf the Swedish CSD is holding an interest in the Notes, the records of the Swedish CSD (in which regard, any electronic record, record statement, certificate or other information issued by the Swedish CSD as to the beneficial holding or the holding of any person duly authorised to act as a nominee (*Sw. förvaltare*)) shall be conclusive and final for all purposes and shall constitute commercially reasonable evidence, save in the case of manifest error.

## **2.3 Payments**

Each holder of beneficial interests in the Swedish CSD's interest in the Notes must look solely to the Swedish CSD for its share of the payments so made by the Issuer. The Swedish CSD does not assume the obligations of the Issuer and is only obliged to distribute payments it has received in its capacity of Swedish CSD in respect of the Notes. It is expected that payments in respect of the Notes will be received by holders of the beneficial interests in the Swedish CSD's interest in the Notes holding such interests at an account with the Swedish CSD no later than the seventh business day (as defined by the then applicable CSD Rules) after the date on which such payment becomes due and payable in accordance with the terms and conditions of the Notes. Pursuant to the CSD Rules, payments in respect of any such beneficial interest shall be made to the holders shown as such on the fifth business day (as defined by the then applicable CSD Rules) before the due date for such payment, or such other business day falling closer to the due date as then may be stipulated in the CSD Rules. Such day shall be the “**Record Date**” in respect of the Notes in accordance with the CSD Rules. Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment and will be made in accordance with the CSD Rules.

## **2.4 Notices**

So long as any Notes are represented by a Global Certificate and such Global Certificate is held on behalf of a clearing system, notices to the Swedish CSD may be given by the Issuer delivering the relevant notice to that clearing system for communication to the Swedish CSD (along with a copy of such notice being delivered by the Issuer to the Swedish Agent pursuant to the Swedish Agency Agreement) rather than by mail as required by the Conditions (except that if and for so long as the Notes are listed on a stock exchange, all notices to holders of the Notes will be published in accordance with the rules of such stock exchange). Notices to each holder of beneficial interests in the Swedish CSD's interest in the Notes will be sent in accordance with the CSD Rules but shall be deemed to have been given to the holders of the Notes on the Reference Business Day immediately following the day on which the said notice was given to the Swedish CSD.

## **2.5 Agents**

Master Condition 11(a) (*Appointment of Agents*) will be deleted and the following substituted therefor:

“(a) **Appointment of Agents:** The Issuing and Paying Agent, the Registrar, the Transfer Agents, the Custodian, the Disposal Agent and the Calculation Agent initially appointed by the Issuer and their respective Specified Offices, along with the Swedish Agent, are listed in the applicable Issue Terms. Subject to the provisions of (i) the Agency Agreement, the Issuing and Paying Agent, the Registrar, the Transfer Agents, the Custodian, the Disposal Agent and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or

relationship of agency or trust for or with any Noteholder and (ii) the Issuing and Paying Agency Agreement dated 16 April 2014 (in respect of the Swedish Agent), the Swedish Agent acts solely as agent of the Issuer and does not assume any obligation or relationship of agency or trust for or with any Noteholder, other than to the extent any such obligations result from mandatory provisions in the Swedish Financial Instruments Accounts Act. The Issuer reserves the right at any time with the approval of the Trustee (except that the approval of the Trustee shall not be required for the appointment of a replacement Disposal Agent or Calculation Agent where Noteholders direct the Issuer to appoint such replacement pursuant to this Condition) to vary or terminate the appointment of the Issuing and Paying Agent, the Registrar, any Transfer Agent, the Custodian, the Disposal Agent, the Calculation Agent, the Swedish Agent and the Swedish CSD and to appoint additional or other Issuing and Paying Agent(s), Transfer Agent(s), Custodian(s), Disposal Agent(s), Calculation Agent(s), Swedish Agent(s), a substitute Swedish CSD or such other agents as may be required provided that the Issuer shall at all times maintain (i) an Issuing and Paying Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) a Disposal Agent, (v) a Calculation Agent, (vi) a Custodian, (vii) a Swedish Agent in Sweden duly authorised under the CSD Rules, (viii) a Swedish CSD duly authorised as a central securities depository under the Swedish Financial Instruments Accounts Act, and (ix) such other agents as may be required by any other stock exchange on which the Notes may be listed, in each case as approved by the Trustee (subject as provided above).

Notice of any such change or any change of any Specified Office shall promptly be given by the Issuer to the Noteholders in accordance with Master Condition 22 (*Notices*).

## **2.6 Substitution**

The following sentence shall be added at the end of Master Condition 19(c) (*Substitution*):

“In respect of any such substitution of the Issuer, the substitution will, in addition to the other criteria set forth above in this Master Condition 19(c), be subject to the prior written consent of the Swedish CSD.”

## DESCRIPTION OF THE COMPANY AND THE COMPARTMENT

### Company

Argentum Capital S.A. (the “**Company**”) is a public limited liability company (*société anonyme*) incorporated under Luxembourg law and is established as a *société de titrisation* within the meaning of the Securitisation Act 2004 (as may be amended from time to time). The Company has been approved by the Luxembourg *Commission de Surveillance du Secteur Financier* (the “**CSSF**”) as a regulated securitisation undertaking within the meaning of articles 19 et seq. of the Securitisation Act 2004 and is supervised by the CSSF.

The registered office of the Company is at 51 Avenue J.-F. Kennedy, L-1855 Luxembourg. The share capital of the Company is EUR 31,000 divided into 31,000 shares with a par value of EUR 1 (each a “**Company Share**”) all of which are fully paid. All the issued Company Shares are held by Stichting Argentum, a foundation (*stichting*) incorporated under the laws of The Netherlands (the “**Shareholder**”).

### Compartment and source of funds

In connection with the issue of the Notes, the board of directors of the Company will create a compartment of the Company (Compartment GAP 2477 and 2478 November 2015 (the “**Compartment**”)) relating solely to these Notes separate from any other Series of Notes issued by the Company. A compartment is a separate part of the Company’s assets and liabilities. An investor’s recourse to the Issuer in respect of these Notes is limited to the assets and liabilities allocated to the Compartment created in respect of these Notes.

The principal assets of the Issuer allocated to the Compartment are the Original Collateral and the Issuer’s rights against the Swap Counterparty under the Swap Agreement.

The ability of the Issuer to pay the intended amounts due under the Notes (as described in more detail in the sections of this Prospectus entitled “*Transaction Description*” and “*Issue Terms*”) will be dependent upon the payment of:

- (a) the net amounts due from the Swap Counterparty under the Swap Agreement;
- (b) the payment of all sums due from the Original Collateral Obligor in respect of the Original Collateral;
- (c) the value of the Original Collateral; and
- (d) the value of any Eligible Securities delivered to the Issuer under the Credit Support Annex in certain circumstances.

Where such assets are not sufficient to meet the claims of the investors in relation to the Notes, investors will have no further recourse to any other assets of the Company. In connection with this, investors should be aware that where any Notes redeem early the assets allocated to the Compartment relating to the Notes and any amounts derived from such assets shall first be used to pay certain amounts owing to other parties, including Credit Suisse International as the Swap Counterparty to the extent that any amounts are owing to it. These amounts may be significant and will reduce the amount available to investors in the Notes, potentially to zero.

Under the Securitisation Act 2004, the assets of each Compartment for each Series and the proceeds thereof are, in principle, exclusively available for distribution to the specified Noteholders and the relevant swap counterparties relating to such Series and Class of Notes. A creditor of the Company may have claims against the Company in respect of more than one Series, in which case the claims in respect of each individual Series will be limited to the Mortgaged Property relating to such Series only. Upon a liquidation of a Compartment, if the Mortgaged Property and the proceeds of enforcement and realisation thereof, as applicable, are not sufficient to make all payments and deliveries, as applicable, due in respect of the Notes, then the obligations of the Issuer in respect of the Notes of that Series will be limited to the Mortgaged Property of the Compartment in respect of that Series, as specified in the Master Conditions and this Prospectus. The Issuer will not be obliged to make any further payment or delivery, as applicable, for any Series of Notes in excess thereof. Following application of the relevant Mortgaged Property and the proceeds of enforcement and realisation thereof, as applicable, in accordance with the Master Conditions, the claims of the relevant Noteholders and the relevant swap counterparties of the relevant Series for any shortfall shall

be extinguished and the relevant Noteholders and the relevant swap counterparties (and any person acting on behalf of any of them) may not take any further action to recover such shortfall and none of them should be able to petition for the winding-up, the liquidation or the bankruptcy of the Company or any other similar insolvency related proceedings. Failure to make any payment or delivery, as applicable, in respect of any such shortfall shall in no circumstances constitute an event of default under the Master Conditions. Any shortfall shall be borne by the Noteholders and the swap counterparties of the relevant Series in respect of which the Notes have been issued according to the priorities specified in the Master Conditions as amended by this Prospectus.

## DESCRIPTION OF THE SWAP AGREEMENT

### Overview of the Swap Agreement

The Swap Agreement comprises the swap agreement relating to the Notes and entered into by the Issuer and the Swap Counterparty by their execution of the Issue Deed relating to the Notes on the terms of the ISDA 2002 form of Master Agreement as amended by the Schedule set out in the Master Swap Terms (dated 4 September 2015) incorporated by reference into (and as modified and/or supplemented by) such Issue Deed and as supplemented by (a) a confirmation evidencing an asset swap transaction relating to each Class of Notes (in respect of each Class, the “**Asset Swap Transaction**” relating to such Class) between the Issuer and the Swap Counterparty; (b) a confirmation evidencing an equity swap transaction relating to the Class A Notes (the “**Class A Equity Swap Transaction**”); (c) a confirmation evidencing an equity swap transaction relating to the Class B Notes (the “**Class B Equity Swap Transaction**” and together with the Class A Equity Swap Transaction the “**Equity Swap Transactions**” and each an “**Equity Swap Transaction**” relating to the relevant Class), each between the Issuer and the Swap Counterparty; and (e) an ISDA Credit Support Annex (Bilateral Form-Transfer) (English Law) containing the paragraph 11 elections set out in the Master CSA Terms dated 4 September 2015 which are also incorporated by reference into (and as modified and/or supplemented by) such Issue Deed (the “**Credit Support Annex**”) dated as of the same date (together, the “**Swap Agreement**”).

The Issuer has assigned by way of security in favour of the Trustee for itself and as trustee for the Noteholders all of the Issuer’s rights, under the Swap Agreement (without prejudice to, and after giving effect to, any contractual netting provision contained in the Swap Agreement).

The Master Swap Terms comprised in the Swap Agreement in respect of the Notes include the following provisions:

- (A) The transactions comprised in the Swap Agreement will be capable of termination at the option of the Issuer upon the occurrence of any of the following events of default in relation to the Swap Counterparty: failure to pay or deliver, misrepresentation, bankruptcy and merger without assumption (as such events are more particularly described in the Master Swap Terms) provided that, the Issuer may be obliged to first use reasonable efforts to enter into a replacement swap agreement with a replacement counterparty and if a replacement swap transaction is not entered into, the Swap Agreement will automatically terminate (as more fully described in the Issue Terms of the Notes). The transactions comprised in the Swap Agreement will be capable of termination at the option of the Swap Counterparty upon the occurrence of any of the following events of default in relation to the Issuer: failure to pay or deliver, bankruptcy and merger without assumption (as such events are more particularly described in the Master Swap Terms).
- (B) In the event that it becomes unlawful for either the Issuer or the Swap Counterparty to perform its obligations under a transaction comprised in the Swap Agreement, either the Issuer or the Swap Counterparty (or both) will have the right to terminate such transaction.
- (C) In the event that a withholding or deduction is imposed on any payment to be made by the Issuer or the Swap Counterparty to the other under a transaction comprised in the Swap Agreement as a result of (i) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986; (ii) any similar or successor legislation to (i); (iii) any agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986; (iv) any regulations or guidance pursuant to any of the foregoing; (v) any official interpretations of any of the foregoing; (vi) any intergovernmental agreement to facilitate the implementation of any of the foregoing (an “**IGA**”); or (vii) any law implementing an IGA, either the Issuer or the Swap Counterparty (or both) has the right to terminate such transaction.
- (D) Subject to sub-paragraphs (E), (F) and (G) below, in the event that a withholding or deduction for or on account of any Indemnifiable Tax is imposed on any payment to be made by either the Issuer or the Swap Counterparty to the other under a transaction comprised in the Swap Agreement, neither party is obliged to gross up such payment.

- (E) Subject to sub-paragraph (G) below, in the event that a withholding or deduction is or there is a substantial likelihood that a withholding or deduction will be imposed on any payment to be made by either the Issuer or the Swap Counterparty to the other under a transaction comprised in the Swap Agreement as a result of (i) any action taken by a taxing authority or brought in a court of competent jurisdiction or (ii) a change in tax law(s), either the Issuer or the Swap Counterparty (or both) have the right to terminate such transaction.
- (F) Subject to sub-paragraph (G) below, in the event that the Issuer or the Swap Counterparty will receive a payment from the other party from which an amount has been withheld or deducted on account of any tax (such receiving party, the “**Burdened Party**”) under a transaction comprised in the Swap Agreement solely as a result of a merger event affecting the Burdened Party, the Burdened Party has the right to terminate such transaction.
- (G) In the event that the Swap Counterparty has the right to terminate a transaction comprised in the Swap Agreement as a result of the events described in sub-paragraphs (E) or (F) above, the Swap Counterparty is required to use its reasonable endeavours to arrange for the transfer of all of its rights and obligations under the relevant transactions comprised in the Swap Agreement to an office or affiliated company of the Swap Counterparty within 30 days such that the relevant termination event described in sub-paragraph (E) or (F) above ceases to exist, failing which, the Swap Counterparty shall give notice to the Issuer and may terminate the transaction.
- (H) If an Early Redemption Commencement Date occurs or the Issuer fails to give an Early Redemption Notice when required to do so (in each case, other than in circumstance where the Swap Agreement has already terminated) then the Swap Counterparty has the right to terminate the Swap Agreement.
- (I) The Swap Counterparty has the right to terminate the Swap Agreement if any of the clauses in the Principal Trust Deed relating to pre-liquidation and enforcement of the Security, post-liquidation and enforcement of the Security or post-enforcement of the Security are amended, or if the equivalent provisions of the Conditions are amended (after the Issue Date of the Notes) such that the Issuer’s obligations to the Swap Counterparty under the Swap Agreement are further contractually subordinated to the Issuer’s obligations to any other secured creditor.
- (J) The Swap Counterparty has the right to terminate the Swap Agreement if certain amendments or waivers are made by the Issuer to the relevant Series documents without the Swap Counterparty’s prior written consent which would result in the Swap Counterparty paying more or receiving less under the Swap Agreement than would otherwise have been the case immediately prior to such amendment or waiver.
- (K) The Swap Counterparty has the right to terminate the Swap Agreement if the Issuer breaches any of the covenants contained in the Principal Trust Deed, unless the Trustee and the Swap Counterparty have given their prior written consent to such breach of a restrictive covenant in accordance with the terms of the Principal Trust Deed.
- (L) If the Notes are repurchased and cancelled by the Issuer pursuant to Master Conditions 8(r) (*Purchases*) and 8(s) (*Cancellation*), a proportionate part of each transaction attributable to such Notes comprised in the Swap Agreement will terminate.

In the event of any inconsistency between the Master Swap Terms and the terms of any confirmation in respect of a transaction comprised in the Swap Agreement, the terms of such confirmation shall prevail.

### **Payments and early redemption**

Payments to the Noteholders under each Class of Notes are entirely contingent on the full and timely performance of the obligations of the Swap Counterparty under the Swap Agreement.

In respect of each Class of Notes, if the Asset Swap Transaction and the Equity Swap Transaction relating to such Class comprised in the Swap Agreement are terminated (or the Swap Agreement is terminated in whole), such Class shall be redeemed by payment of the Early Cash Redemption Amount, subject as provided in paragraph 27 of Part A of the Issue Terms and paragraph 2 of Schedule 2 of the Issue Terms of the Notes.

### **Early Cash Redemption Amount**

Where the Notes of a Class are to be redeemed in whole early, each Noteholder shall be entitled to an amount per Note referred to as its “Early Cash Redemption Amount”. The quantum of such amount will depend on the value of the Asset Swap Transaction and the Equity Swap Transaction relating to such Class, in each case from the perspective of the Issuer and as determined in accordance with the relevant Swap Agreement, and the *pro rata* share of the liquidation proceeds of the Original Collateral relating to such Class.

### **Partial Termination of Swap Agreement in connection with the Early Redemption of a Class**

Where a Class of Notes is redeemed in circumstances where swap transactions in respect of the other Class will remain outstanding (which is possible, for example, if an Equity Swap Transaction relating to a Class is terminated early as a result of certain disruption or adjustment events described in the section of this Prospectus entitled “*Description of the Equity Swaps*”), then the Early Cash Redemption Amount for such Class of Notes shall be informed by the amount payable by the Swap Counterparty to the Issuer as a result of the termination of the Asset Swap Transaction and the Equity Swap Transaction relating to such Class. This is referred to in the terms and conditions of the Notes as the “Affected Class Termination Payment”. The Affected Class Termination Payment shall be applied together with the liquidation proceeds of the Original Collateral relating to such Class in order to fund the Early Cash Redemption Amount.

#### *Termination Payment under the Swap Agreement*

The Termination Payment determined in accordance with the Swap Agreement is defined under the Swap Agreement as the “Early Termination Amount”. The Early Termination Amount is determined by aggregating three components that are detailed within the terms of the Swap Agreement:

- (A) the value (expressed in SEK), considered from the Issuer’s perspective, of each of the Equity Swap Transaction and/or Asset Swap Transaction relating to such Class under the Swap Agreement (referred to in the Swap Agreement as the Close-out Amount(s) for each swap transaction being terminated, as described below); *plus*
- (B) the value (expressed in SEK) of any Unpaid Amounts (as described below) owing to the Issuer; less
- (C) the value (expressed in SEK) of any Unpaid Amounts (as described below) owing to the Swap Counterparty.

#### *Unpaid Amounts*

Unpaid Amounts are, broadly, (a) payments or (b) valuations in respect of deliveries, that were scheduled to have been made to a party on or before the date that the relevant Swap Transactions were terminated but which were not made, in each case together with interest from (and including) the date the relevant obligation was scheduled to be performed to (but excluding) the relevant early termination date. These payments or deliveries may not have been made, for example, because of a default by the payer, the deferral of payment as a result of the payee being in default or the payment obligation having terminated by reason of designation of the early termination date.

#### *Close-out Amount*

The Close-out Amount for the Asset Swap Transaction and the Equity Swap Transaction is, broadly, a measure of determining the value to the Issuer of such swap transactions by determining the cost that it would incur in replacing, or providing the economic equivalent of, the material terms of such swap transactions. In calculating the Close-out Amounts, Unpaid Amounts (as described above) and legal fees and out-of-pocket expenses are excluded.

In determining a Close-out Amount, the determining party (which is likely to be the Swap Counterparty other than where it has defaulted) may consider any relevant information, including, without limitation, *one*

or more of the following types of information: (a) quotations for replacement transactions supplied by one or more third parties; (b) relevant market data in the relevant market supplied by one or more third parties (of the type described below), including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or (c) information of the types described in clause (a) or (b) above from internal sources (including any of the determining party's affiliates) if that information is of the same type used by the determining party in the regular course of its business for the valuation of similar transactions. In addition, there may be situations in which it is commercially reasonable for the determining party to consider any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to the terminated transactions (or any gain resulting from any of them), provided that there is no double-counting of such amounts in the determining party's calculation.

Commercially reasonable procedures used in determining a Close-out Amount may include the following: (a) application by the Swap Counterparty of pricing or other valuation models to relevant market data from third parties or information from internal sources, provided that, at the time of the determination of the Close-out Amount, these models are used by it in the regular course of its business in pricing or valuing transactions between the determining party and unrelated third parties that are similar transactions; and (b) application of different valuation methods to terminated transactions depending on the type, complexity, size or number of the terminated transactions.

#### **Termination of the Swap Agreement in full in connection with the Early Redemption of all Classes of the Notes**

Where all Classes of Notes are redeemed, then, as noted above, the Early Cash Redemption Amount for such Class of Notes shall be determined not only by the Close-out Amounts and Unpaid Amounts relating to the terminating swap transactions and the Termination Payment under the Swap Agreement and the liquidation proceeds of the relevant Original Collateral (as described above), but also by the SEK equivalent value of any assets transferred by the Swap Counterparty and then held by the Issuer under the Credit Support Annex relating to such Swap Agreement.

#### *Liquidation of Collateral under the Credit Support Annex*

In such circumstances, any Collateral transferred to the Issuer under the Credit Support Annex shall be liquidated by the Disposal Agent on behalf of the Issuer pursuant to the terms of the Agency Agreement in order to realise cash proceeds for the non-cash assets comprised therein, and then the remaining cash converted into SEK (the "CSB Collateral Value"). Such CSB Collateral Value, after satisfaction of certain costs and expenses that may be due, shall be treated as an Unpaid Amount due from the Issuer to the Swap Counterparty for the purposes of determining the Early Termination Amount in lieu of the Issuer having to redeliver equivalent assets or pay equivalent cash amounts in the relevant currencies to the Issuer. Whilst this treatment as an Unpaid Amount will reduce the Early Termination Amount that would otherwise be determined to be payable from the Swap Counterparty or possibly reverse the payment (so that the Issuer owes the Swap Counterparty such excess), the Early Cash Redemption Amount includes the CSB Collateral Value within the amount that is ultimately payable by the Issuer to Noteholders.

The aggregate Early Cash Redemption Amount payable to the Noteholders of the relevant redeeming Class in such circumstances is therefore expected to be (i) the proportion of the liquidation proceeds of the relevant Original Collateral, *plus* (ii) the proportion of the CSB Collateral Value relating to the value of the swap transactions in respect of such Class, *plus* (iii) the Early Termination Amount if payable to the Issuer (which will be the case where the combined Close-out Amounts and Unpaid Amounts in respect of the relevant terminating transactions exceeds the CSB Collateral Value) or *minus* (iv) the Early Termination Amount (which will be the case where the combined Close-out Amounts and Unpaid Amounts in respect of the relevant terminating transactions are less than the CSB Collateral Value).



## DESCRIPTION OF THE ASSET SWAP TRANSACTIONS

### Asset Swaps

Asset swap transactions are usually derivative transactions entered into between two parties to create a right for the parties to make and receive payments that match or track the performance of one or more assets.

### Payments under the Asset Swap Transactions

In respect of the Notes, there will be a separate Asset Swap Transaction for each Class. Under each Asset Swap Transaction:

- (a) the Swap Counterparty agrees to pay to the Issuer, unless the Notes have fallen due for redemption in full prior to the Maturity Date, an amount equal to the Final Redemption Amount payable by the Issuer in respect of the relevant Class of Notes on the Reference Business Day falling immediately prior to the Maturity Date of the Notes; and
- (b) the Issuer agrees to pay to the Swap Counterparty an amount equal to the amount in respect of interest and/or principal scheduled to be paid in respect of the Original Collateral (and in the currency in which it is scheduled to be paid) as at the Collateral Event Observation Start Date (expected to be 26 November 2015), including any Original Collateral transferred by the Issuer to the Swap Counterparty under the Credit Support Annex, in respect of each day on which a payment in respect of interest and/or principal is due to be made in respect of the Original Collateral (each, an “**Original Collateral Payment Date**”). Such amounts shall be paid on the Reference Business Day immediately following the relevant Original Collateral Payment Date.

Where the Calculation Agent determines that there is a Potential Collateral Event in respect of a Collateral Component, no payments shall be made by the Swap Counterparty under the Asset Swap Transaction relating to each Class of Notes with respect to the portion of the Asset Swap Transaction relating to the Potential Affected Collateral Component during the applicable Suspension Period. At any time during the Suspension Period, the Calculation Agent may determine that a Collateral Event has occurred.

Where any Collateral Component is redeemed in full, under the terms of the Asset Swap Transaction the Issuer shall pay to the Swap Counterparty an amount equal to the redemption proceeds of such Collateral Component. The Swap Counterparty will still be obliged to pay an amount equal to the Final Redemption Amount described in paragraph (a) above, and the Issuer will therefore have a greater exposure to the Swap Counterparty. The Issuer’s net exposure to the Swap Counterparty will be collateralised under the Credit Support Annex and, therefore, it is likely that following the scheduled redemption of a Collateral Component, the Swap Counterparty will transfer Eligible Securities under the Credit Support Annex of a similar value to the nominal amount of the Collateral Component prior to such redemption.

Where the Dealer elects bonds to comprise one or more Collateral Components that differ from those expected to comprise the Collateral Components, such bonds may have a scheduled maturity date which falls after the Maturity Date of the Notes. If this is the case, the Swap Counterparty will pay across the Final Redemption Amount described in paragraph (a) above, but the Issuer shall, rather than paying the Swap Counterparty an amount equal to the principal scheduled to be paid by the Original Collateral as described in paragraph (b) above, deliver to the Swap Counterparty the Collateral Component and any cash related thereto to the Swap Counterparty two Business Days prior to the Maturity Date.

## DESCRIPTION OF THE EQUITY SWAPS

### Equity Swaps

Equity swap transactions are usually derivative transactions entered into between two parties to create a right for the parties to make and receive payments that match or track the performance of one or more shares. In respect of the Notes, the Equity Swap Transactions are bespoke transactions, the final exchange amount receivable by the Issuer under which will determine any Additional Payout Amounts payable in respect of each Class of Notes. Such final exchange amount is referred to in this section as the Swap Counterparty Equity Final Exchange Amount.

The Equity Swap Transactions relating to the Class A Notes and the Class B Notes reference the performance of the Equity Basket. Whether any Swap Counterparty Equity Final Exchange Amount shall be receivable by the Issuer under each Equity Swap Transaction, and accordingly whether any Additional Payout Amount shall be payable as part of the redemption amounts on the Notes in respect of the relevant Class, will depend in part on the relative performance of the corresponding basket of shares.

The Swap Counterparty Equity Final Exchange Amount is subject to a floor of zero. As a result, if the relative performance of the basket of shares, calculated under an Equity Swap Transaction decreases, this will simply result in no Swap Counterparty Equity Final Exchange Amount being receivable by the Issuer under the Equity Swap Transaction, and therefore no Additional Payout Amount being taken into account when determining the Final Redemption Amount in respect of the Class of Notes to which such Equity Swap Transaction relates.

A description of the Equity Swap Transactions, including of the amounts potentially receivable by the Issuer thereunder and the related definitions, is set out in the section of this Prospectus entitled “*Transaction Description*” under the heading “*Impact of the Equity Swap Transactions on the Notes*”.

### Basket of shares

#### The Equity Basket

The Swap Counterparty Equity Final Exchange Amount (if any) payable to the Issuer under the Class A Equity Swap Transaction (and, accordingly, the Additional Payout Amounts (if any) in respect of the Class A Notes and the Class B Notes) will depend in part on the performance of the Equity Basket, which on the Issue Date consists of the following basket of shares:

i	Share <sub>i</sub>	Bloomberg Code	Exchange
1	TELE2 AB	TEL2B SS Equity	Stockholm Stock Exchange
2	ALLIANZ SE	ALV GY Equity	XETRA
3	ENGIE	ENGI FP Equity	NYSE Euronext – Euronext Paris
4	MUENCHENER RUECKVERISCHERUNGSGESELLSCHAFT RUECKVER AG-REG	MUV2GY Equity	XETRA
5	UNIBAIL-RODAMCO SE	UL NA Equity	Euronext Amsterdam
6	HSBC HOLDINGS PLC	HSBA LN EQUITY	London Stock Exchange
7	NATIONAL GRID PLC	NG/ LN Equity	London Stock Exchange
8	SWEDBANK AB	SWEDA SS Equity	Stockholm Stock Exchange

i	Share <sub>i</sub>	Bloomberg Code	Exchange
9	TELIASONERA AB	TLSN SS Equity	Stockholm Stock Exchange
10	SKANDINAVISKA ENSKILDA BANKEN AB	SEBA SS Equity	Stockholm Stock Exchange

Information (including information as to their past and future performance and volatility) about the shares included in the Equity Basket may be obtained on Bloomberg under the codes set out in the table above.

### Payments under the Equity Swap Transactions

The Swap Counterparty Equity Final Exchange Amount in respect of each Equity Swap Transaction will be determined by reference to a formula. A description of the formula is set out in the section of this Prospectus entitled “*Transaction Description*” under the heading “*Formula for calculating the Swap Counterparty Equity Final Exchange Amount and the Additional Payout Amount*”.

In mathematical terms:

- (a) the Swap Counterparty Equity Final Exchange Amount in respect of the Class A Equity Swap Transaction will be an amount in SEK payable by the Swap Counterparty and determined by the Calculation Agent in accordance with the following formula:

$$\text{Swap Notional Amount} \times \text{Participation} \times \text{Max}\{0, \text{Equity Return}\}$$

- (b) the Swap Counterparty Equity Final Exchange Amount in respect of the Class B Equity Swap Transaction will be an amount in SEK payable by the Swap Counterparty and determined by the Calculation Agent in accordance with the following formula:

$$\text{Swap Notional Amount} \times \text{Participation} \times \text{Max}\{0, \text{Equity Return}\}$$

where:

“**Averaging Dates**” means:

- (a) in respect of the Class A Equity Swap Transaction, the 22nd calendar day of each month from, and including, 22 March 2020 to, and including, 22 March 2022, subject to adjustments to account for certain disruptions in respect of the relevant Share<sub>i</sub>; and
- (b) in respect of the Class B Equity Swap Transaction, the 22nd calendar day of each month from, and including, 22 March 2020 to, and including, 22 March 2022, subject to adjustments to account for certain disruptions in respect of the relevant Share<sub>i</sub>.

“**Equity Return**” means, in respect of each of the Class A Equity Swap Transaction and the Class B Equity Swap Transaction, the return (expressed as a percentage) calculated as follows:

$$\frac{1}{10} \sum_{i=1}^{10} \left( \frac{\text{Final Level}_i}{\text{Initial Level}_i} - 100\% \right)$$

“**Final Level<sub>i</sub>**” means,

in respect of each of the Class A Equity Swap Transaction and the Class B Equity Swap Transaction, the arithmetic mean of the official closing level of Share<sub>i</sub> on each Averaging Date, as determined by the Calculation Agent.

“**Initial Level<sub>i</sub>**” means in respect of each of the Class A Equity Swap Transaction and the Class B Equity Swap Transaction, the official closing level of Share<sub>i</sub> on the Initial Setting Date, as determined by the Calculation Agent.

“**Initial Setting Date**” is expected to be in respect of each of the Class A Equity Swap Transaction and the Class B Equity Swap Transaction, 30 November 2015, subject to adjustments to account for certain disruptions in respect of the relevant Share<sub>i</sub>.

“**Max**” means, when followed by a series of amounts (or values) inside brackets, whichever is the greater of the amounts (or values) separated by a comma inside those brackets.

“**Participation**” means:

- (a) in respect of the Class A Equity Swap Transaction, a percentage to be determined by the Issuer or the Calculation Agent on its behalf and notified to the Noteholders on or about the Issue Date which is expected to be 110% (indicative only) but which may be higher or lower and in any event shall not be less than 80%; and
- (b) in respect of the Class B Equity Swap Transaction, a percentage to be determined by the Issuer or the Calculation Agent on its behalf and notified to the Noteholders on or about the Issue Date which is expected to be 240% (indicative only) but which may be higher or lower and in any event shall not be less than 200%;

in each case as determined by the Issuer or the Calculation Agent on or about the Issue Date.

“**Swap Notional Amount**” means:

- (a) in respect of the Class A Equity Swap Transaction, the *product of* (i) an amount in SEK equal to the Initial Class Aggregate Nominal Amount of the Class A Notes and (ii) the relevant Fee Calculation Factor; and
- (b) in respect of the Class B Equity Swap Transaction, the *product of* (i) an amount in SEK equal to the Initial Class Aggregate Nominal Amount of the Class B Notes and (ii) the relevant Fee Calculation Factor.

in each case, subject to reduction at any time and from time to time as a result of any purchase and cancellation of Notes of that Class pursuant to Master Conditions 8(r) (*Purchases*) and 8(s) (*Cancellation*).

The Swap Counterparty Equity Final Exchange Amount, if any, in respect to each Equity Swap Transaction will be paid to the Issuer on the Reference Business Day immediately preceding the Maturity Date.

### **Adjustments and disruptions**

In respect of each of the Class A Equity Swap Transaction and the Class B Equity Swap Transaction, certain adjustments may be made to the closing levels of any of the constituent shares of the Equity Basket and the dates on which such levels are determined for the purposes of the relevant Equity Swap Transaction as a result of the occurrence of: (i) non-Scheduled Trading Days and Disrupted Days; (ii) Market Disruption Events; (iii) Potential Adjustment Events or; (iv) a correction of a published price in respect of a share. Any adjustment or disruption due to the occurrence of any such event may delay any Averaging Dates.

Pursuant to the terms of the Class A Equity Swap Transaction and the Class B Equity Swap Transaction, Extraordinary Events in respect of the shares referenced in the Equity Basket (including Merger Events, Tender Offers, De-listing, Nationalization and Insolvency), as well as certain Potential Adjustment Events, may occur.

On the occurrence of one of these events in relation to a share, the affected Equity Swap Transaction may be terminated, or the Calculation Agent may:

- (a) select a new underlying share, which will be deemed to be one of the shares in the basket in place of the share, and make adjustments to the terms of the relevant Equity Swap Transaction to account for the economic effect of the event and/or the replacement of the share. Any replacement share will, to the extent practicable, be selected from the same economic sector, have shares denominated in the same currency and have a similar market capitalisation to the relevant replaced share; or
- (b) (i) make adjustments to terms of the relevant Equity Swap Transaction to account for the economic effect of the event and determine the effective date of that adjustment, or (ii) if the Calculation Agent determines that no adjustment that it could make under (i) will produce a commercially reasonable

result, notify the parties that the relevant consequence shall be the termination of such Equity Swap Transaction, in which case such Equity Swap Transaction will be terminated,

in each case, in accordance with the terms of the relevant Equity Swap Transaction.

The Equity Swap Transactions may also be subject to adjustment or early termination upon the occurrence of certain Additional Disruption Events including in respect of each of the Class A Equity Swap Transaction and the Class B Equity Swap Transaction, a Change in Law, Insolvency Filing, Hedging Disruption and Increased Cost of Hedging.

If the Calculation Agent determines that an Additional Disruption Event has occurred, the Calculation Agent under the Swap Agreement may determine:

- (a) the appropriate adjustment, if any, to be made to any one or more of the terms of the Equity Swap Transaction, including without limitation, any variable or term relevant to settlement or payment under the Equity Swap Transaction, as the Calculation Agent determines appropriate to account for the economic effect of such Additional Disruption Event, as applicable, on the Equity Swap Transaction, and determine the effective date of that adjustment; or
- (b) that no adjustments to the terms of the Equity Swap Transaction would achieve a commercially reasonable result, and determine that the Equity Swap Transaction shall be terminated.

The termination of each Equity Swap Transaction will trigger the termination of the corresponding Asset Swap Transaction and an early redemption of the Class of Notes to which it relates.

For the avoidance of doubt, where the Calculation Agent is required to act or make a determination under the Swap Agreement, it will be its own decision and will do so in good faith and in a commercially reasonable manner.

These adjustment and disruption events (and the related definitions) are summarised below, and certain risks in respect of such events are set out in the section of this Prospectus entitled “*Risk Factors*”. Prospective investors must refer to the terms of the relevant Equity Swap Transaction and the Equity Derivatives Definitions incorporated therein by reference for the full meaning and effect of these events.

**Exchange and Related Exchange:** In respect of a Share<sub>i</sub>, the exchange or quotation system specified as such in or determined in accordance with the terms of the relevant Equity Swap Transaction.

**Non-Scheduled Trading Days:** If any Averaging Date in relation to any share is not a Scheduled Trading Day, such date will be the next following Scheduled Trading Day. A “**Scheduled Trading Day**” is one on which each Exchange or Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

**Disrupted Days:** A Disrupted Day is 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.

If any Averaging Date is a Disrupted Day, the Averaging Date for each share in the basket not affected by the occurrence of a Disrupted Day shall not change, but the Averaging Date for any share that is affected by the occurrence of a Disrupted Day shall be the next Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur (such date being a “**Valid Date**”) in relation to such share. If the first Valid Date in respect of the share has not occurred in eight Scheduled Trading Days following the original date, that eighth Scheduled Trading Day will be deemed to be the Averaging Date and the Calculation Agent will determine the relevant level for that Averaging Date.

**Market Disruption Events:** Market Disruption Events include, as determined by the Calculation Agent: (a) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to the share on the Exchange, or (ii) in futures or options contracts relating to the share on any relevant Related Exchange; (b) any event (other than an early closure) that disrupts or impairs the ability of market participants in general (i) to effect transactions in, or obtain market values for, the relevant 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; and (c) the

closure on any exchange business day of the Exchange or the Related Exchange prior to its scheduled closing time (subject to certain exceptions).

**Potential Adjustment Events:** Following a Potential Adjustment Event, the Calculation Agent will determine whether it has a diluting or concentrative effect on the theoretical value of the relevant shares and, if so, will (i) make the adjustments, if any, to any one or more of the variables relevant to the terms of the relevant Equity Swap Transaction to account for that diluting or concentrative effect and (ii) determine the effective date of the adjustment.

Potential Adjustment Events include, but are not limited to: (i) certain subdivisions, consolidations or reclassifications of relevant shares; (ii) free distributions or dividends of any such shares to existing holders; (iii) extraordinary dividends; (iv) calls by an issuer in respect of shares that are not fully paid; (v) a repurchase of shares by the issuer; (vi) events affecting shareholders' rights; and (vii) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant shares.

**Extraordinary Events:** Extraordinary Events include a Merger Event, Tender Offer, Nationalization, Delisting or Insolvency.

**Merger Event:** A Merger Event includes, but is not limited to: (i) transfer of or an irrevocable commitment to transfer all of such shares outstanding to another entity or person; (ii) consolidation, amalgamation, merger or binding share exchange into another entity or person; (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding shares of the issuer; or (iv) consolidation, amalgamation, merger or binding share exchange of the issuer or its subsidiaries with or into another entity in which the issuer is the continuing entity and which does not result in a reclassification or change of all such shares outstanding, but results in the shares before the event representing less than 50% of the shares immediately following such event.

**Tender Offer:** A Tender Offer includes, but is not limited to, 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% and less than 100% of the outstanding voting shares of the issuer of the shares, as determined by the Calculation Agent.

**Nationalization:** Nationalization occurs when all the shares or all or substantially all the assets of an issuer of relevant shares are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority or entity.

**Delisting:** Delisting occurs when an Exchange announces that pursuant to the rules of such Exchange, the shares will cease to be listed, traded or publicly quoted on the Exchange for any reason and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union).

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

**Correction of a published Share Price:** In the event that any price published on the Exchange which is used for any calculation or determination made under the Equity Swap Transactions is subsequently corrected and the correction is published after the original publication by the Exchange within the period it would usually take for settlement of a transaction in the shares to occur under the rules of the Exchange, the Swap Counterparty may notify the parties of that correction in which case the Calculation Agent will determine the amount that is payable or deliverable as a result of that correction, and, to the extent necessary, will adjust the terms of such Equity Swap Transaction to account for such correction.

**Additional Disruption Events:** Change in Law, Insolvency Filing, Hedging Disruption and Increased Cost of Hedging, as applicable.

**Change in Law:** On or after the Trade Date due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or 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 (following receipt of a request from either party for such a determination) in good faith that (i) it has become illegal for a party to the Equity Swap Transaction to hold, acquire or dispose of hedge positions relating to such transaction, or (ii) it will incur a materially increased cost in performing its obligations under such transaction (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position) provided that this event shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality.

**Insolvency Filing:** The share issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a 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 it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the share issuer shall not be deemed an insolvency filing.

**Hedging Disruption:** The Swap Counterparty 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 price risk of entering into and performing its obligations with respect to the relevant transaction, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

**Increased Cost of Hedging:** The Swap Counterparty 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 price risk of entering into and performing its obligations with respect to the relevant transaction, or (ii) realize, 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 Swap Counterparty shall not be deemed an Increased Cost of Hedging.

## DESCRIPTION OF CREDIT SUISSE INTERNATIONAL

Credit Suisse International (which undertakes various roles in respect of the Notes, including acting as Swap Counterparty as at the Issue Date) (“**CSi**”) was incorporated in England and Wales under the Companies Act 1985, on 9 May 1990, with registered no. 2500199 and was re-registered as an unlimited company under the name “Credit Suisse Financial Products” on 6 July 1990, and was renamed “Credit Suisse First Boston International” on 27 March 2000 and “Credit Suisse International” on 16 January 2006. CSi is a UK domiciled bank established under English law, is an indirectly wholly owned subsidiary of Credit Suisse Group AG. Its registered head office is in London and is located at One Cabot Square, London E14 4QJ and its telephone number is +44 (0)20 7888 8888.

CSi is an English bank and is regulated as an EU credit institution by the Financial Conduct Authority (“**FCA**”) and the Prudential Regulation Authority (“**PRA**”). The PRA has issued a scope of permission notice authorising CSi to carry out specified regulated investment activities.

CSi is an unlimited company and, as such, its shareholders have a joint, several and unlimited obligation to meet any insufficiency in the assets of CSi in the event of its liquidation. The joint, several and unlimited liability of the shareholders of CSi to meet any insufficiency in the assets of CSi will only apply upon liquidation of CSi. Therefore, prior to any liquidation of CSi, the creditors may only have recourse to the assets of CSi and not to those of its shareholders.

CSi commenced business on 16 July 1990. Its principal business is banking, including the trading of derivative products linked to interest rates, foreign exchange, equities, commodities and credit. The primary objective of CSi is to provide comprehensive treasury and risk management derivative product services. CSi has established a significant presence in global derivative markets through offering a full range of derivative products and continues to develop new products in response to the needs of its customers and changes in underlying markets. The business is managed as a part of the Investment Banking Division of Credit Suisse AG in the Europe, Middle East and Africa region, and is supported by Credit Suisse AG’s Shared Services Division, which provides business support services in such areas as finance, legal, compliance, risk management, and information technology.

CSi has debt securities listed and admitted to trading on the regulated markets of the Luxembourg Stock Exchange and the Irish Stock Exchange, amongst others.



## DESCRIPTION OF THE ORIGINAL COLLATERAL

To the extent that the information contained in this section has been reproduced from the underlying documentation relating to the Original Collateral, it has been accurately reproduced from such underlying documentation. So far as the Issuer and Swap Counterparty are aware and able to ascertain from information published by the obligor of the Original Collateral, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The following information and any other information contained herein relating to the Original Collateral with respect to the Notes is a summary only of certain terms of the Original Collateral. Prospective purchasers of the Notes should make their own independent investigations and enquiries into the Original Collateral and the obligor(s) in respect thereof.

As at the date of this Prospectus, the Original Collateral is listed on the regulated markets of the London Stock Exchange, in respect of the Original Collateral issued by Barclays PLC, and the Luxembourg Stock Exchange, in respect of the Original Collateral issued by Credit Suisse Group Funding (Guernsey) Limited.

The Original Collateral in respect of the Series of Notes is expected to comprise the following Collateral Components:

(i) a nominal amount in EUR 1.5 per cent. bonds due 2022 issued by Barclays PLC (ISIN XS1116480699); and

(ii) a nominal amount in EUR of 1.25 per cent. bonds due 2022 issued by Credit Suisse Group Funding (Guernsey) Limited and guaranteed by Credit Suisse Group AG (ISIN: XS1218287230),

in each case determined by reference to the EUR equivalent of the portion of the issue proceeds of each Class allocated to the relevant Collateral Component, or such other bonds issued by one of these issuers or an entity that owns, directly or indirectly, a majority of the voting power of any such issuer as may be determined by the Dealer as at the Collateral Event Observation Start Date (expected to be 26 November 2015).

Such EUR amounts shall be determined by the Calculation Agent by reference to the daily fixing rate of exchange of the number of SEK per EUR 1, rounded to four decimal places, each such rate as published on Reuters page ECB37 at 14:15 CET on the Collateral Event Observation Start Date (expected to be 26 November 2015).

## DESCRIPTION OF THE ORIGINAL COLLATERAL OBLIGORS

### PART A: Barclays PLC

*The following has been taken from the Base Prospectus of Barclays PLC dated 4 August 2015 and as amended from time to time and is subject to and qualified by such Base Prospectus.*

Barclays PLC is a public limited company registered in England and Wales under number 48839. The liability of the members of the Company is limited. It has its registered head office at 1 Churchill Place, London E14 5HP, United Kingdom, (telephone number +44 (0)20 7116 1000). Tracing its origins to 17th century London, the Company has evolved from a group of English partnerships into a global bank. The Company was incorporated on 20 July 1896 under the Companies Acts 1862 to 1890.

Barclays PLC, together with its consolidated subsidiaries (the “**Barclays Group**”), is one of the largest financial services companies in the world by market capitalisation.

The Barclays Group is engaged in personal banking, credit cards, corporate and investment banking and wealth and investment management services with an extensive international presence in Europe, United States, Africa and Asia. The Barclays Group is structured around four core businesses: Personal and Corporate Banking, Barclaycard, Africa Banking and the Investment Bank. Businesses and assets which no longer fit the Barclays Group’s strategic objectives, are not expected to meet certain returns criteria and/or offer limited growth opportunities to the Barclays Group, have been reorganised into Barclays Non-Core. Together with its predecessor companies, the Barclays Group has over 300 years of history and expertise in banking. Today the Barclays Group operates in over 50 countries. The Barclays Group moves, lends, invests and protects money for customers and clients internationally.

As at the date of this Prospectus, Barclays PLC has securities listed on the Regulated Market of the London Stock Exchange, amongst other exchanges. Information as to the past and future performance of Barclays PLC may be obtained on Bloomberg page BARC:LN.

## **PART B: Credit Suisse Group Funding (Guernsey) Limited**

***The following has been taken from the Base Prospectus of Credit Suisse Group Finance (Guernsey) Limited dated 25 February 2015 and as amended from time to time and is subject to and qualified by such Base Prospectus.***

Credit Suisse Group Funding (Guernsey) Limited (“**CSG Funding Guernsey**”) is a non-cellular company incorporated in Guernsey, limited by shares. CSG Funding Guernsey was incorporated on 4 August 2014 in Guernsey with registration number 58814 and shall continue in existence until it is removed from the Register of Companies in accordance with Guernsey law. The registered office of CSG Funding Guernsey is located at Helvetia Court, South Esplanade, St. Peter Port, Guernsey GY1 3WF. Their telephone number is +44-1481-719-088.

CSG Funding Guernsey is wholly-owned by Credit Suisse Group AG. CSG Funding Guernsey exists for the purpose of and its principal activities involve issuing debt securities, the proceeds of which will be advanced to, or otherwise invested in, internal notes to be issued by Credit Suisse AG, acting through its London branch. Accordingly, CSG Funding Guernsey is dependent on Credit Suisse Group AG and other members of the Credit Suisse Group servicing these advances. CSG Funding Guernsey will commence operations upon its first issuance of debt securities.

The issued share capital of CSG Funding Guernsey is CHF 50,000.00 divided into 50,000 fully paid up ordinary shares of no par value each.

As at the date of this Prospectus, CSG Funding Guernsey has securities listed on the Luxembourg Stock Exchange. Information as to the past and future performance of CSG Funding Guernsey may be obtained on Bloomberg page 754823Z GU Equity.

## LUXEMBOURG TAXATION

*The following summary is of a general nature only. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.*

### **Taxation of the Issuer**

The Company will be considered a fiscal resident of Luxembourg from a Luxembourg tax law perspective and should therefore be able to obtain a residence certificate from the Luxembourg tax authorities.

The Company will be liable for Luxembourg corporation taxes. The standard applicable rate in Luxembourg city, including corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*) and solidarity taxes, is currently 29.22 per cent. Liability for such corporation taxes extends to the Company's worldwide profits including capital gains, subject to the provisions of any relevant double taxation treaty. The taxable income of the Company is computed by application of all rules of the Luxembourg income tax law of 4 December 1967, as amended (*loi concernant l'impôt sur le revenu*), as commented and currently applied by the Luxembourg tax authorities.

Under certain conditions, dividends received by the Company from qualifying participations and capital gains realised by the Company on the sale of qualifying participations may be exempt from Luxembourg corporation taxes under the Luxembourg participation exemption. The Company may further deduct from its taxable profits interest payments made to Noteholders.

A fixed registration duty (*droit fixe spécifique d'enregistrement*) of EUR75 is payable at the moment of the amendment of the Articles. The transfer or sale of securities of the Issuer or the Company (as appropriate) will not be subject to Luxembourg registration or stamp duty.

The Company will be exempt from wealth tax (*impôt sur la fortune*).

### **Taxation of the Noteholders**

#### **Withholding tax**

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to certain individual Noteholders or so-called residual entities, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest). There is also no Luxembourg withholding tax, with the possible exception of payments made to certain individual Noteholders or so-called residual entities, upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Notes.

In accordance with the law of 25 November 2014, Luxembourg elected out of the withholding tax system in favour of an automatic exchange of information under the Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**") with effect as from 1 January 2015. Payments of interest or repayments of principal by Luxembourg paying agents to non resident individual Noteholders or to certain entities are thus no longer subject to any Luxembourg withholding tax.

In accordance with the law of 23 December 2005, as amended, interest payments made by Luxembourg paying agents to Luxembourg individual residents are subject to a 10 per cent. withholding tax. Responsibility for withholding such tax will be assumed by the Luxembourg paying agent.

#### **Income Taxation**

Noteholders who are residents of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

A Noteholder who is a resident of Luxembourg for tax purposes or a foreign Noteholder who has a permanent establishment or a fixed place of business in Luxembourg, to which the Notes are attributable, is subject to Luxembourg income tax in respect of the interest paid or accrued on, or any other income derived from, the Notes. An individual Luxembourg resident Noteholder, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest or any other income received, except if withholding tax has been levied on such payments in accordance with the Law.

Under Luxembourg domestic tax law, gains realised by an individual Noteholder, who acts in the course of the management of his private wealth and who is a resident of Luxembourg for tax purposes, on the sale or disposal, in any form whatsoever, of Notes are not subject to Luxembourg income tax, provided this sale or disposal took place at least six months after the acquisition of the Notes. An individual Noteholder, who acts in the course of the management of his private wealth and who is a resident of Luxembourg for tax purposes, has further to include the portion of the gain corresponding to accrued but unpaid interest in respect of the Notes in his taxable income, except if (i) withholding tax has been levied on such payments in accordance with the Law, or (ii) the individual Noteholder has opted for the application of a 10 per cent. tax in full discharge of income tax in accordance with the Law, which applies if a payment of interest has been made or ascribed by a paying agent established in an EU Member State (other than Luxembourg), or in a member state of the European Economic Area (other than an EU Member State), or in a state that has entered into a treaty with Luxembourg relating to the Savings Directive.

The withholding tax or self-applied tax are the final tax liability for the Luxembourg individual resident taxpayers receiving the interest payment in the framework of their private wealth.

Gains realised by a corporate Noteholder or by an individual Noteholder, who acts in the course of the management of a professional or business undertaking, who is a resident of Luxembourg for tax purposes or who has a permanent establishment or a fixed place of business in Luxembourg, to which the Notes are attributable, on the sale or disposal, in any form whatsoever, of Notes are subject to Luxembourg income tax.

A Luxembourg Noteholder that is governed by the law of 11 May 2007 on family estate companies, as amended, by the law of 17 December 2010 on undertakings for collective investment, as amended, or by the law of 13 February 2007 on specialised investment funds, as amended, will not be subject to any Luxembourg income tax in respect of interest received or accrued on the Notes, or on gains realised on the sale or disposal, in any form whatsoever, of Notes.

Noteholders will not be deemed to be resident, domiciled or carrying on business in Luxembourg solely by reason of holding, execution, performance, delivery, exchange and/or enforcement of the Notes.

Gains realised by a non-resident Noteholder, who does not have a permanent establishment or fixed place of business in Luxembourg, to which the Notes are attributable, on the sale or disposal of Notes are not subject to Luxembourg income tax.

### **Wealth tax**

A corporate Noteholder, whether it is a resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which such Notes are attributable, is subject to Luxembourg wealth tax on such Notes, except if the Noteholder is governed by the law of 11 May 2007 on family estate companies, as amended, by the law of 17 December 2010 on undertakings for collective investment, as amended, by the law of 13 February 2007 on specialised investment funds, as amended, or is a securitisation company governed by the law of 22 March 2004 on securitisation, as amended, or a capital company governed by the law of 15 June 2004 on venture capital vehicles, as amended.

An individual Noteholder, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg wealth tax on Notes.

### **Other Taxes**

Under present Luxembourg tax law, in the case where a Noteholder is a resident for inheritance tax purposes of Luxembourg at the time of his death, the Notes are included in his taxable estate, for inheritance tax purposes and gift tax may be due on a gift or donation of Notes, if the gift is recorded in a Luxembourg deed.

## SWEDISH TAXATION

*The following summary outlines certain Swedish tax consequences relating to holders of Notes that are considered to be Swedish residents for Swedish tax purposes. The summary is based on the laws of Sweden as effect as at the date of this Prospectus. The summary does not constitute tax or legal advice but is intended to provide general information only. The summary does for example not address situations where Notes are held in an investment savings account (Sw. investeringssparkonto) or the rules regarding reporting obligations for, among others, payers of interest. Further, the summary does not address credit of foreign taxes. Investors should consult their professional tax advisers regarding the Swedish tax and other tax consequences (including the applicability and effect of tax treaties for the avoidance of double taxation) of acquiring, owning and disposing of Notes in their particular circumstances.*

### **Swedish tax residents**

Generally, for Swedish corporations and private individuals (and estates of deceased individuals) with residence in Sweden for Swedish tax purposes, all capital income (e.g. income that is considered to be interest for Swedish tax purposes and capital gains on Notes) will be taxable. Specific tax consequences, however, may be applicable to certain categories of corporations, e.g. life insurance companies. Further, specific tax consequences may be applicable if, and to the extent that, a holder of Notes realises a capital loss on the Notes.

If amounts that are considered to be interest for Swedish tax purposes are paid by Euroclear Sweden AB or by another legal entity domiciled in Sweden, including a Swedish branch, to a private individual (or an estate of a deceased individual) with residence in Sweden for Swedish tax purposes, Swedish preliminary taxes are normally withheld by Euroclear Sweden AB or the legal entity on such payments. Swedish preliminary taxes should normally also be withheld on other returns on securities and receivables (but not capital gains), if the return is paid out together with such a payment of interest referred to above. Swedish preliminary taxes are withheld at 30 per cent. less any foreign withholding tax.

## IRISH TAXATION

*The following is a summary based on the laws and practices currently in force in Ireland of Irish withholding tax on interest and addresses the tax position of investors who are the absolute beneficial owners of the Notes. Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, including dealers in securities and trusts. The summary does not constitute tax or legal advice and the comments below are of a general nature only and it does not discuss all aspects of Irish taxation that may be relevant to any particular holder of Notes. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of payments thereon under the laws of their country of residence, citizenship or domicile.*

### **Withholding Tax**

Tax at the standard rate of income tax (currently 20 per cent.) is required to be withheld from payments of Irish source interest. The Issuer will not be obliged to withhold Irish income tax from payments of interest on the Notes so long as such payments do not constitute Irish source income. Interest paid on the Notes may be treated as having an Irish source if:

- (a) the Issuer is resident in Ireland for tax purposes; or
- (b) the Issuer has a branch or permanent establishment in Ireland, the assets or income of which is used to fund the payments on the Notes; or
- (c) the Issuer is not resident in Ireland for tax purposes but the register for the Notes is maintained in Ireland or (if the Notes are in bearer form) the Notes are physically held in Ireland.

It is anticipated that (i) the Issuer is not and will not be resident in Ireland for tax purposes; (ii) the Issuer does not and will not have a branch or permanent establishment in Ireland; and (iii) bearer Notes will not be physically located in Ireland and the Issuer will not maintain a register of any registered Notes in Ireland.

### **Encashment Tax**

In certain circumstances, Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent.) on any interest, dividends or annual payments paid on the Notes issued by a company not resident in Ireland, where such interest, dividends or annual payments are collected or realised by a bank or encashment agent in Ireland for payment to any holder of the Notes who is Irish resident.

Encashment tax does not apply where the holder of the Notes is not resident in Ireland and has made a declaration in the prescribed form to the encashment agent or bank.

### **European Union Directive on Taxation of Savings Income**

Ireland has implemented the EC Council Directive 2003/48/EC (the “**Savings Directive**”) on the taxation of savings income into national law. Accordingly, any Irish paying agent making an interest payment on behalf of the Issuer to an individual or certain residual entities resident in another Member State of the European Union or certain associated and dependent territories of a Member State will have to provide details of the payment and certain details relating to the Noteholder (including the Noteholder’s name and address) to the Irish Revenue Commissioners who in turn are obliged to provide such information to the competent authorities of the state or territory of residence of the individual or residual entity concerned.

Prospective holders of Notes should note that an amended version of the Savings Directive was adopted by the European Council on 24 March 2014, which is intended to close loopholes identified in the current Savings Directive. The amendments, which must be transposed by Member States prior to 1 January 2016 and which will apply from 1 January 2017, will extend the scope of the Savings Directive to (i) payments made through certain intermediate structures (whether or not established in a Member State) for the ultimate benefit of an EU resident individual, and (ii) a wider range of income similar to interest.

## SUBSCRIPTION AND SALE AND TRANSFER 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**”) and in the Dealer Agreement, the Dealer will 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 to the public in that Relevant Member State other than the offers contemplated in the Prospectus in the Kingdom of Sweden from the time the Prospectus has been approved by the Central Bank of Ireland, being the competent authority in Ireland, and published and notified to the relevant competent authority in accordance with the Prospectus Directive as implemented in the Kingdom of Sweden until 23 November 2015, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Issuer or the 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 (as amended by Directive 2010/73/EU) and includes any relevant implementing measure in each Relevant Member State.

### Ireland

Each of Credit Suisse International as Dealer and Garantum Fondkommission AB as Distributor has represented and agreed that:

- (a) it will not underwrite the issue of, or place the Notes, otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3) (as amended), including, without limitation, Regulations 7 and 152 thereof or any codes of conduct used in connection therewith and the provisions of the Investor Compensation Act 1998;
- (b) it will not underwrite the issue of, or place, the Notes, otherwise than in conformity with the provisions of the Companies Acts 1963 – 2013 (as amended) of Ireland (as amended), the Central Bank Acts 1942 - 2012 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989; and
- (c) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the Notes, otherwise than in conformity with the provisions of the Market Abuse (Directive 2003/6/EC) Regulations 2005 (as amended) and any rules issued under Section 34 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 by the Central Bank of Ireland.

### Sweden

Each of the Issuer, Credit Suisse International as Dealer and Garantum Fondkommission AB as Distributor and any authorised offeror has represented and agreed that the Notes have not been offered or sold and will not be offered, sold or delivered directly or indirectly in the Kingdom of Sweden by way of public offering,



unless in compliance with the Swedish Financial Instruments Trading Act (Sw. lag (1991:980) om handel med finansiella instrument), as amended from time to time.

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**Issuing and Paying Agent**

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acting through its London Branch**

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United Kingdom

**Registrar and Transfer Agent**

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**Custodian**

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**Swap Counterparty, Disposal Agent  
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**Credit Suisse International**

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**Arranger and Dealer**

**Credit Suisse International**

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**Noteholder Facilitator**

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