

BASE PROSPECTUS

dated 1 October 2021

of

UBS AG

(a public company with limited liability established under the laws of Switzerland)



Swiss Base Prospectus for the Issuance of Securities

Under this document (together with all information incorporated by reference herein or otherwise forming part of this document and any and all supplements approved by the Reviewing Body (as defined below) and published by UBS AG, the "**Base Prospectus**"), UBS AG (the "**Issuer**" or "**UBS AG**"), which may also be acting through its Jersey branch ("**UBS AG, Jersey Branch**") or its London branch ("**UBS AG, London Branch**") or its Hong Kong branch ("**UBS AG, Hong Kong Branch**"), may, from time to time, issue structured securities, certificates and notes (the "**Securities**" or the "**Products**", and each a "**Security**" or a "**Product**"). The Securities will be issued in the form of intermediated securities (*Bucheffekten*; "**Intermediated Securities**") pursuant to the Swiss Federal Act on Intermediated Securities, as the same may be amended from time to time (*Bucheffektengesetz*; the "**FISA**"). Such Intermediated Securities may be created based on global notes (*Globalurkunden*; "**Global Notes**") pursuant to article 973b of the Swiss Federal Code of Obligations, as the same may be amended from time to time ("**CO**") or uncertificated securities (*Wertrechte*; "**Uncertificated Securities**") pursuant to article 973c CO by (a) depositing the Global Notes with a depository (*Verwahrungsstelle*) in accordance with the FISA (the "**Main Depository**") or entering the Uncertificated Securities into the main register of a Main Depository, and (b) making a credit entry into one or more securities account(s) (*Effektenkonten*).

This Base Prospectus is dated 1 October 2021 and has been approved by and registered with SIX Exchange Regulation Ltd. as reviewing body ("**Reviewing Body**") within the meaning of article 52 of the Swiss Federal Act on Financial Services, as the same may be amended from time to time (*Finanzdienstleistungsgesetz*; the "**FinSA**") on 1 October 2021.

The Issuer may decide to apply for listing and/or admission to trading on or inclusion of any Securities into (as applicable) (together referred to as the "**listing**" or "**trading**" of the Securities) either the SIX Swiss Exchange Ltd. ("**SIX**") or the BX Swiss Ltd. ("**BX**"). In addition or as an alternative, the Issuer may decide to apply for the listing of the Securities on any other regulated stock exchange or unregulated market. However, the Issuer may also decide not to apply for listing and/or trading of the Securities on any securities exchange. Any listing and/or trading of the Securities will be specified in the relevant final terms of the Securities (the "**Final Terms**") or the Final Terms will specify that no such application for listing and/or trading will be made. The Securities offered and/or listed on a regulated or another market under this Base Prospectus may be based on the performance of a share (including a certificate representing shares), an index (including indices composed by the Issuer and other legal entities belonging to UBS AG or one of its affiliates), a currency exchange rate, a precious metal, a commodity, an interest rate, an UBS internal reference rate, a non-equity security, an exchange traded fund unit, a not exchange traded fund unit, a futures contract, an actively managed notional reference portfolio, a dynamic strategy, a crypto asset, a reference obligation, or, as the case may be, and as specified in the relevant Final Terms (as defined below), another reference rate (including, but not limited to, interest rate swap (IRS) rates, currency swap rates or, as the case may be, credit default swap levels) or any other asset, as well as a basket, strategy or portfolio comprising the aforementioned assets or any other asset.

Important – The Securities do not represent a participation in any of the collective investment schemes pursuant to articles 7 *et seqq.* of the Swiss Federal Act on Collective Investment Schemes (CISA) and are not subject to an authorisation of the Swiss Financial Market Supervisory Authority (FINMA). Investors in the Securities are subject to the market risk and the Issuer's credit risk.

This Base Prospectus does not qualify as a prospectus published in accordance with the requirements of Regulation (EU) 2017/1129, as amended, (the "**EU Prospectus Regulation**") and is not filed with or notified to a financial supervisory authority of an EEA jurisdiction. Therefore, the Securities issued under this Base Prospectus

may not be offered or sold in EEA jurisdictions other than (a) in minimum denominations of, or total consideration per investor of at least, EUR 100,000 (or equivalent in other currencies); or (b) only to Qualified Investors (as defined in the EU Prospectus Regulation); or (c) (aggregated for all distributors) to less than 150 natural or legal persons that are not Qualified Investors (as defined in the EU Prospectus Regulation) per EEA jurisdiction. If the Final Terms in respect of any Securities include a legend entitled "Prohibition of Sales to EEA Retail Investors", the Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in EU Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF THE SECURITIES OR THE ACCURACY OR THE ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

THE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND ARE BEING SOLD PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE SECURITIES MAY INCLUDE SECURITIES IN BEARER FORM THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. TRADING IN THE SECURITIES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE "COMMODITY EXCHANGE ACT") OR BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION. SUBJECT TO CERTAIN EXCEPTIONS, THE SECURITIES MAY NOT BE OFFERED, SOLD OR, IN THE CASE OF BEARER SECURITIES, DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")).

Potential investors in the Securities are explicitly reminded that an investment in Securities entails financial risks. Holders of the Securities (each a "**Holder**" or "**Investor**", and collectively the "**Holders**" or "**Investors**") run the risk of losing all or part of the amount invested by them in the Securities. All potential investors in Securities are, therefore, advised to study the full contents of this Base Prospectus, in particular the risk factors (see section "*Risk Factors*").

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SUMMARY OF THE BASE PROSPECTUS

This summary (the "Summary") contains all the information required to be included in a summary of a base prospectus pursuant to article 45 of the Swiss Federal Act on Financial Services for this type of securities and issuer.

This Summary is an introduction to and should be read together with the base prospectus (the "Base Prospectus"). Any decision to invest in the securities to be issued under the Base Prospectus (the "Securities") should be based on consideration of the Base Prospectus in its entirety by the investor (including documents incorporated into the Base Prospectus by reference or otherwise forming part of the Base Prospectus), and not on the Summary alone. In particular, each investor should consider the risk factors described in the Base Prospectus (including documents incorporated into the Base Prospectus by reference or otherwise forming part of the Base Prospectus).

ANY LIABILITY FOR THE CONTENT OF THIS SUMMARY IS LIMITED TO CASES WHERE THE INFORMATION CONTAINED IN THIS SUMMARY IS MISLEADING, INACCURATE OR INCONSISTENT WHEN READ TOGETHER WITH THE OTHER PARTS OF THE BASE PROSPECTUS.

Issuer:

UBS AG (the "Issuer" or "UBS"). UBS is incorporated and domiciled in Switzerland and operates under the Swiss Code of Obligations as an *Aktiengesellschaft*, a corporation limited by shares. The two registered offices of UBS are Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland.

Types of Securities described in the Base Prospectus:

This section includes a summary description of the types of Securities which may be issued under the Base Prospectus. The list of types of Securities set out below is not exhaustive and the Issuer is free to issue Securities with different and/or additional features under this Base Prospectus. Additional information on the Securities, including a description of the particular Securities, will be included in the applicable final terms of the Securities (the "Final Terms").

The Securities offered and/or listed on a regulated or another market under the Base Prospectus may be based on the performance of any kind of underlying (each an "Underlying"), including, without limitation, a share (including a certificate representing shares), an index (including indices composed by the Issuer and other legal entities belonging to the UBS AG or one of its affiliates), a currency exchange rate, a precious metal, a commodity, an interest rate, an UBS internal reference rate, a non-equity security, an exchange traded fund unit, a not exchange traded fund unit, a futures contract, an actively managed notional reference portfolio, a dynamic strategy, a crypto asset, a reference obligation, or, as the case may be, and as specified in the relevant Final Terms, another reference rate (including, but not limited to, interest rate swap (IRS) rates, currency swap rates or, as the case may be, credit default swap levels) or any other asset, as well as a basket, strategy or portfolio comprising the aforementioned assets or any other asset.

The following types of Securities may be issued under the Base Prospectus. For a more detailed description of each of these types of Securities, please refer to the section titled "*General Description of the Securities*" below on pages 53 to 73 of this Base Prospectus:

- Structured Products

The main categories of Structured Products that may be issued under the Base Prospectus are the following:

- *Capital Protection Products*
- *Yield Enhancement Products*
- *Participation Products*
- *Investment products with additional credit risk*
- *Leverage Products*

- Portfolio Certificates
- Accumulator Securities
- Airbag Certificates
- Buy on Dips Certificates
- Callable Daily Range Accrual (CDRAN) Securities
- Extendible Money Market Certificates
- Exchangeable Series of Extendible Money Market Certificates
- Fixed Rate Securities
- Fixed Rate Amortising Securities
- Floating Rate Securities
- Fixed to Floating Rate Securities
- Floating to Fixed Rate Securities
- Open End Rate Accrual Securities
- Open End Daily Accrual Securities
- Steepener Securities
- Zero Coupon Securities

Investors should be aware that this is not an exhaustive list of the types of Securities which may be issued under the Base Prospectus. The types of Securities which may be issued under the Base Prospectus include any other types of Securities (including any series of Securities comprising a combination of two or more of any of the types of Securities mentioned above) as set out in the applicable Final Terms.

Information on the Securities:

The most important information relating to the Securities in view of a particular public offering or admission to trading of the Securities (if any) will be set out in the relevant Final Terms.

Information on the Offering:

The most important information relating to the offering in view of a particular public offering of Securities (if any) will be set out in the relevant Final Terms.

Information on any Listing or Admission to Trading:

The most important information relating to a specific listing and/or admission to trading of the Securities (if any) will be set out in the relevant Final Terms.

Approval of Base Prospectus:

This Base Prospectus is dated as of 1 October 2021 and has been approved by and registered with SIX Exchange Regulation Ltd. (the "**Reviewing Body**") on 1 October 2021.

Final Terms:

In case of an issue of Securities (a) offered to the public in Switzerland pursuant to article 35 of the FinSA (except as specified under article 36(1) or article 37 of the FinSA) or (b) admitted to trading on a trading venue in accordance with article 26(a) of the Swiss Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivates Trading dated 19 June 2015, as the same may be amended from time to time (except as specified under article 38 of the FinSA) ("**Non-Exempt Securities**"), the Final Terms relating to the relevant Non-Exempt Securities will be published and filed with the Reviewing Body as soon as possible after the final information relating to the relevant Non-Exempt Securities is available. In case of Securities to be admitted to trading in Switzerland, a publication and filing with the Reviewing Body will take place no later than on the date the relevant Securities are admitted to trading.

IMPORTANT NOTICE

This Base Prospectus should be read and construed with any supplement hereto and with any other documents (and any supplement thereto) incorporated by reference into or otherwise forming part of this Base Prospectus and, in relation to any tranche of Securities, with the relevant Final Terms.

The Managers (as defined in section "*General Information—Managers*") except the Issuer have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Managers as to the accuracy or completeness of the information contained in this Base Prospectus or any other information provided by the Issuer in connection with this Base Prospectus.

No person has been authorised by the Issuer to issue any statement which is not consistent with or not contained in this document, any other document entered into in relation to this Base Prospectus or any information supplied by the Issuer or any information as is in the public domain and, if issued, such statement may not be relied upon as having been authorised by the Issuer or the Managers.

The distribution of (i) this Base Prospectus, (ii) any Final Terms, (iii) any term sheet or other document prepared in connection with the offering of the Securities, and (iv) any offering material relating to the Securities and the offering, sale and delivery of the Securities in certain jurisdictions may be restricted by law. Nobody may use this Base Prospectus or any Final Terms or any term sheet or other document prepared in connection with the offering of the Securities for the purpose of an offer or solicitation if in any jurisdiction such use would be unlawful. In particular, the Securities issued under this Base Prospectus may not be offered or sold in EEA jurisdictions other than (a) in minimum denominations of, or total consideration per investor of at least, EUR 100,000 (or equivalent in other currencies); or (b) only to Qualified Investors (as defined in the EU Prospectus Regulation); or (c) (aggregated for all distributors) to less than 150 natural or legal persons that are not Qualified Investors (as defined in the EU Prospectus Regulation) per EEA jurisdiction. If the Final Terms in respect of any Securities include a legend entitled "Prohibition of Sales to EEA Retail Investors", the Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the EU Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. Additionally, Securities issued under this Base Prospectus have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and will include Securities in bearer form that are subject to U.S. tax law requirements. The Securities may not be offered, sold or delivered, at any time, within the United States or its possessions or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act or under the U.S. Internal Revenue Code of 1986). Furthermore, this Base Prospectus may only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of the Financial Services and Markets Act 2000 does not apply.

For a more detailed description of some restrictions, see section "*Selling Restrictions*".

Neither this Base Prospectus nor any Final Terms nor any term sheet or other document prepared in connection with the offering of the Securities constitutes an offer to purchase any Securities and should not be considered as a recommendation by the Issuer or the Managers that any recipient of this Base Prospectus or any Final Terms, term sheet or other document prepared in connection with the offering of the Securities should purchase any Securities. Each such recipient shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer on the basis of this Base Prospectus and the relevant Final Terms (see also section "*Risk Factors*").

The relevant offering documentation prepared in connection with any Securities to be issued under this Base Prospectus may differ from this Base Prospectus and, in particular, the form of Final Terms set out in this Base Prospectus. In particular, a term sheet may be prepared, consisting of, or incorporating into, in whole or in part, this Base Prospectus; and any Final Terms prepared in connection with such Securities may contain additional or

less or different information in comparison to the information envisaged in the form of Final Terms set out in this Base Prospectus.

RISK FACTORS

An investment in the Securities involves certain risks. Generally, an investment in structured securities or any other Securities issued under this Base Prospectus involves higher risks than an investment in similar financial instruments. If one or more of the risks described below or in the relevant Final Terms occurs, Holders may incur a partial or even a total loss of their invested capital. Potential investors should be familiar with instruments having the characteristics of the Securities and interest, debt and equity markets in general and should fully understand and carefully consider the risk factors below as well as additional risk factors set out in the respective Final Terms and the nature and extent of their exposure to risk of loss. In particular, each potential investor should carefully evaluate the merits and risks of the investment in the Securities in the context of its particular financial situation and the impact the Securities will have on its overall investment portfolio.

This section of the Base Prospectus does not purport to be an exhaustive or comprehensive list of all possible risks associated with an investment in the Securities. Therefore, investment decisions should not be made solely on the basis of the risk warnings set out in this section and the relevant Final Terms. Instead, each prospective investor should, prior to a purchase of the Securities, consult with its own legal, regulatory, tax, financial and accounting advisors to the extent it considers necessary in order to determine whether the purchase of the Securities (a) is fully consistent with its financial needs, objectives and conditions, (b) is a fit, proper and suitable investment for it (including, without limitation, taking into account applicable selling restrictions), (c) has been duly approved in accordance with all applicable laws, regulations and procedures and (d) fully complies and is consistent with all constitutional documents, investment policies, internal guidelines and policies, authorisations and restrictions (including as to its capacity and authority) applicable to it. In addition, potential investors should conduct such independent investigation and analysis regarding the Issuer and all other relevant persons or entities and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Securities.

For the purpose of any risk assessment and risk evaluation regarding an investment in Securities, all the following risks described should be read and taken into consideration in their entirety.

Unless defined otherwise herein, terms used herein shall have the meaning ascribed to them in section R (*Definitions*) of the General Conditions or elsewhere in this Base Prospectus.

A. RISK FACTORS RELATING TO THE ISSUER

The Securities entail an issuer risk, also referred to as debtor risk or credit risk for prospective investors. The issuer risk is the risk that UBS AG becomes temporarily or permanently unable to meet its obligations under the Securities.

In order to assess the risks related to the Issuer and its industry, potential investors should consider the risk factors described in section "3. Risk Factors" in the Registration Document of UBS AG dated 1 October 2021 (as amended and/or supplemented from time to time) (the "**2021 Registration Document**").

B. RISK FACTORS RELATING TO THE SECURITIES

This section of the Base Prospectus should be read and construed with any supplement hereto and with any other documents (and any supplement thereto) incorporated by reference into or otherwise forming part of this Base Prospectus and, in relation to any tranche of Securities, with additional and/or amending risk factors set out in the relevant Final Terms.

I. General risk factors relating to the Securities

1. Prerequisites for a potential investor

Each potential investor should determine whether an investment in the Securities is appropriate in its particular circumstances. An investment in the Securities requires a thorough understanding of the nature of the relevant transaction. Potential investors should be experienced with respect to capital investments, in particular with investments in structured securities and be aware of the related risks.

An investment in the Securities is only suitable for potential investors who:

- (a) have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Securities and the information contained or incorporated by reference into this Base Prospectus or any applicable supplement thereto;
- (b) understand thoroughly the relevant Final Terms and are familiar with the behaviour of any reference rates or other assets referenced by or serving as underlying of the Securities and financial markets;
- (c) are capable of bearing the economic risk of an investment in the Securities until the maturity of the Securities or, in the case of Securities without a fixed maturity date, before the Securities are redeemed; and
- (d) recognise that it may not be possible to dispose of the Securities for a substantial period of time, if at all, before maturity or, in the case of Securities without a fixed maturity date, before the Securities are redeemed.

A potential investor may not rely on the Issuer, the Manager(s) or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Securities or as to the other matters referred to above.

2. **Risk of partial or total loss**

Potential investors should recognise that the Securities constitute a risk investment which can lead to a partial or total loss of their investment in the Securities. Holders will incur a loss if the redemption amount is below the purchase price of the Securities (including the transaction costs).

In the case of all Securities, Holders bear the risk of the Issuer's financial situation worsening and a potential subsequent inability of the Issuer to pay its obligations under the Securities, even if the Issuer may be obligated pursuant to the relevant Final Terms to pay at least the specified denomination or par value of these Securities, as the case may be, at maturity or upon prior redemption.

Potential investors must therefore be prepared and able to sustain a partial or even a total loss of the invested capital. Any investors interested in purchasing the Securities should assess their financial situation, to ensure that they are in a position to bear the risks of loss connected with the Securities.

3. **Interest rate risk**

The interest rate risk is one of the central risks of interest bearing securities. The interest rate level on the money and capital markets may fluctuate on a daily basis and cause the value of the Securities to change on a daily basis.

The market interest level is strongly affected by public budget policy, the policies of the central bank, the overall economic development and inflation rates, as well as by foreign interest rate levels and exchange rate expectations. However, the importance of individual factors cannot be directly quantified and may change over time.

The interest rate risk may cause price fluctuations during the term of the Securities. The longer the remaining term until maturity or the date of redemption, as applicable, of the Securities, the greater the price fluctuations.

In case the market interest rate levels are or become negative, the value of the Securities may decrease and investors will have to bear the risk of loss of capital invested.

4. **Credit risk**

Holders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Securities. The worse the creditworthiness of the Issuer, the higher the risk of loss.

If the Issuer becomes insolvent, Holders have claims against the Issuer ranking *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer without any preference among themselves and without any preference one above the other by reason of priority of date of issue, currency of payment or otherwise, except for obligations as may be preferred by mandatory provisions

of law. However, in such case, the redemption payments to be received by a Holder under the Securities are likely to be significantly lower than the initial investment of such Holder and may even be zero.

5. **The Securities are not subject to a government guarantee or government compensation or insurance scheme**

An investment in the Securities will not be covered by any compensation or insurance scheme (such as a bank deposit protection scheme) of any government agency in Switzerland or any other jurisdiction and the Securities do not have the benefit of any government guarantee. The Securities are obligations of the Issuer only and Holders must look solely to the Issuer for the performance of the Issuer's obligations under the Securities. In the event of the insolvency of the Issuer, a Holder may lose all or some of its investment therein.

6. **Holders are exposed to the risk of a bail-in**

The Issuer and the Securities are subject to the Swiss Banking Act and the Swiss Financial Market Supervisory Authority's ("FINMA") bank insolvency ordinance, which empowers FINMA as the competent resolution authority to in particular apply under certain circumstances certain resolution tools to credit institutions. These measures include in particular the write-down or conversion of securities into common equity of such credit institution (the so called bail-in). A write-down or conversion would have the effect that the Issuer would insofar be released from its obligations under the Securities. Holders would have no further claim against the Issuer under the Securities. The resolution tools may, hence, have a significant negative impact on the Holders' rights by suspending, modifying and wholly or partially extinguishing claims under the Securities. In the worst case, this can lead to a total loss of the Holders' investment in the Securities.

Such legal provisions and/or regulatory measures may severely affect the rights of the Holders and may have a negative impact on the value of the Securities even prior to any non-viability or resolution in relation to the Issuer.

7. **Reinvestment risk**

Potential Holders may be exposed to risks connected to the reinvestment of cash resources freed from the Securities, in particular as the result of an early or optional redemption of the Securities. The return a Holder will receive depends not only on the market value of, and payments (or other benefits) to be received under, the Securities, but also on whether or not such payments (or other benefits) can be reinvested on the same or similar terms as provided for in the relevant Final Terms. The risk that the general market interest rate falls below the return on the Securities during their term is generally called reinvestment risk. The extent of the reinvestment risk depends on the individual features of the Securities.

8. **Cash flow risk**

Securities may provide a certain cash flow. This Base Prospectus and the relevant Final Terms set forth under which conditions, on which dates and in which amounts payments are made under the Securities. In the event that the agreed conditions do not occur, the actual cash flows may differ from those expected.

9. **Settlement risk**

Holders must rely on the procedures and rules of the relevant clearing system(s) for transfers, payments, deliveries or communications with the Issuer. In case of technical errors or due to other reasons, payments, deliveries or communications under the Securities may be delayed or may not occur. The Issuer does not take any responsibility for any technical errors, misconduct or failures due to any other reasons of the clearing system or any other third party and for any losses incurred by a Holder as a result of such failures (including, without limitation, failures to pay any amounts or deliver any asset(s) due under the Securities or to deliver notices from the Issuer to the Holders). Furthermore, the Issuer is discharged from any payment or delivery obligations under the Securities by payment or delivery to, or to the order of, the relevant clearing system(s) or intermediary/-ies. Therefore, Holders bear the risk of failures in settlement of the Securities.

10. **Representation and custody of the Securities**

Securities are generally issued in the form of Intermediated Securities and remain with a Main Depository. The Securities will be cleared through UBS AG/UBS Switzerland AG, SIX SIS, Clearstream, Frankfurt, Clearstream, Luxembourg, Euroclear and/or any other clearing system.

Consequently, Holders will have to rely on procedures of the relevant clearing system and the applicable laws for transfer, payment and communication with the Issuer.

The Issuer has no responsibility or liability under any circumstances for any acts and omissions of any clearing systems or any intermediary/Main Depository as well as for any losses which might occur to a Holder out of such acts and omissions.

11. **Protection amount**

If and to the extent that a capital protection has been declared applicable in the relevant Final Terms, the Securities will be redeemed for an amount not less than the specified protection at the scheduled maturity date. A capital protection may apply at a level below, at, or above the specified denomination or par value of the Securities. The capital protection, if any, does not apply if the Securities are redeemed prior to their scheduled redemption date (e.g. due to the occurrence of an early redemption/termination event) or upon the occurrence of a price source disruption, a settlement disruption or another disruption event. Even if capital protection applies, potential investors of the Securities should recognise that they bear the risk of the Issuer's financial ability worsening and the potential subsequent inability of the Issuer to pay its obligations under the Securities. In case of an insolvency of the Issuer, Holders may suffer a total loss of their investment in the Securities. Potential investors must therefore be prepared and able to sustain a partial or even a total loss of the capital invested. Purchasers of the Securities should in any case assess their financial situation to ensure that they are in a position to bear the risks of loss connected with the Securities.

12. **Inflation risk**

Inflation risk is the risk of future money depreciation. The real yield on an investment is reduced by inflation. Consequently, the higher the rate of inflation, the lower the real yield on the Securities will be. If the inflation rate is equal to or higher than the yield under the Securities, the real yield on the Securities will be zero or even negative. Further, the real economic value of the redemption amount (if any) will be influenced by the rate of inflation and the term of the Securities. Consequently, the higher the rate of inflation and the longer the term of the Securities, the lower the real economic value of the redemption amount (if any) will be.

13. **Purchase on credit – debt financing**

If a loan is used to finance the acquisition of the Securities by a Holder and the Securities subsequently go into default, or if the trading price diminishes significantly, the Holder may not only have to face a potential loss on its investment, but it will also have to repay the loan and pay interest thereon. A loan may significantly increase the risk of a loss. Potential investors should not assume that they will be able to repay the loan or pay interest thereon from the profits of a transaction. Instead, potential investors should assess their financial situation prior to an investment, as to whether they are able to pay interest on the loan, repay the loan on demand, and that they may suffer losses instead of realising gains.

14. **Commissions fees and other costs affecting the value of the Securities**

When the Securities are issued or sold, several types of incidental costs, fees, commissions and profits are included in the purchase price of the Securities. Such costs and fees may include (a) distribution fees to intermediaries, brokers or other distributors and financial advisors; (b) commissions paid internally from one department to another department (e.g. sales department) of the Issuer; (c) hedging costs and brokerage fees incurred by the Issuer in connection with the issuance of the Securities; (d) a profit priced into the issue price for the benefit of the Issuer; (e) other costs incurred by the Issuer in connection with the issuance of the Securities (including, without limitation, costs for external legal and tax advice). Such costs reduce the value of the Securities in the sense that a potential bid price will exclude such costs and therefore is likely to be lower than the issue price or offer price of the Securities.

These incidental costs may significantly reduce or eliminate any profit from holding the Securities. Credit institutions as a rule charge commissions which are either fixed minimum commissions or pro-rata commissions, depending on the order value. To the extent that additional - domestic or foreign - parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Holders may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

15. **Secondary market prices differ from values of pricing models and/or valuations**

If a Holder receives a bid price for the Securities, it may be significantly different from a theoretical price determined by pricing models used by the Issuer or any other market participant. Therefore, if the Issuer

provides valuations to Holders (which may or may not be based on such models), Holders should not assume that they will be able to dispose the Securities at prices equal or close to such valuation.

16. **Specific risks related to the market price of the Securities**

Potential investors bear the risk that the market price of the Securities may fluctuate during the term of the Securities, including, without limitation, as a result of the performance of the Underlying or, as the case may be, one or more Basket Components. Accordingly, Holders bear the risk that if they sell any Securities prior to their maturity, the sale proceeds may fall below (including significantly below) the purchase price of the Securities (including the transaction costs) initially invested in the Securities and investors would then lose some or all of the invested capital.

The price of the Underlying or, as the case may be, any one or more Basket Components and, therefore, of the price of the Securities during the term of the Securities may be subject to severe fluctuations. This may result in the value of the Securities falling below the purchase price of the Securities (including the transaction costs) which Holders initially invest in the Securities. Accordingly, in the event of any Holders sell their Securities prior to their maturity, the proceeds generated from the sale may fall well below the purchase price of the Securities (including the transaction costs) initially invested in the Securities. This would result in the Holders incurring a loss.

The following factors may have an effect on the market price for the Securities:

- the remaining term of the Securities,
- any changes in the value of the Underlying or, as the case may be, any one or more Basket Components (including, without limitation, following any declaration or payment of any distribution or dividend by the issuer of the Underlying or, as the case may be, any one or more Basket Components),
- any changes in the volatility of the Underlying or, as the case may be, any one or more Basket Components (including, without limitation, and in case of a share as the Underlying or a Basket Component, as the case may be, following any take-over bid in relation to these shares),
- any changes in the creditworthiness of, or credit rating for, the Issuer or
- any changes in the market interest rate.

Several individual market factors may also arise at the same time and no assurance can be given with regard to the effect that any combination of market factors may have on the value of the Securities.

The value of the Securities may fall even in the event that the price of the Underlying or, as the case may be, any one or more Basket Components remains constant or rises slightly. Conversely, the value of the Securities may remain constant or rises slightly even if the price of the underlying or, as the case may be, any one or more Basket Components increases.

Further, the Issuer, acting as market maker, may determine the buying and selling prices for the Securities ("**Market Making**") on a regular basis under normal market conditions. A market maker may also be one of the Issuer's affiliates or another financial institution. The market maker does not, however, provide any guarantee that the prices specified by it are appropriate. Nor does the market maker guarantee that prices for the Securities will be available at all times during their term.

The market maker is also entitled to change the method it uses for determining prices at any time and at its own discretion. This means, for instance, that the market maker can change its calculation models and/or increase or reduce the spread between the bid and the offer price. It is also the case that the availability of the relevant electronic trading platforms may become limited, or that such platforms may become completely unavailable, in the event of a market disruption or technical difficulties. The market maker tends not to determine any bid or offer prices in the event of exceptional market conditions or extreme price fluctuations. Holders therefore bear the risk that in certain circumstances they will not be provided with a price for the Securities. This means that Holders would not always be in a position to sell their Securities on the market at an appropriate price. If potential investors sell their Securities at an undervalue, they may suffer a partial loss of the invested capital.

The opening times for a market for the Securities are often different to the opening times for the market for the Underlying or, as the case may be, any one or more Basket Components. This means that the market maker may be required to estimate the price for the Underlying or, as the case may be, such one or more Basket Components in order to be able to determine the price for the Securities. These estimates may turn out to be inaccurate. They may also have adverse effects for the Holders.

Investors should also be aware that the issue size for the Securities does not provide any reliable indication of the volume of the Securities actually issued or outstanding. This means that it is not possible to draw any conclusions from the issue size in terms of the liquidity of the Securities in the context of potential trading.

In connection with Market Making, some costs will be deducted over the term of the Securities when the market maker determines the price of the Securities. However, such deductions would not always be evenly distributed over the term of the Securities. Costs may be deducted in full from the fair value of the Securities at an early date to be stipulated by the market maker. The prices determined by the market maker can therefore vary considerably from the fair value of the Securities or their expected value based on economic considerations. In addition, the market maker can change the methods used for determining the price of the Securities at any time after pricing. For instance, the market maker can increase or decrease the bid/offer spread

17. Specific risks related to the illiquidity of the Securities

Potential investors bear the risk that there is no liquid market for trading in the Securities. This means that they may not be able to sell the Securities at a time of their own choosing. This could, in turn, result in potential investors receiving a lower sale price than they would have received had a liquid market existed.

It is not possible to predict if and to what extent a secondary market may develop in the Securities or at what price the Securities will trade in the secondary market or whether such market will be liquid or illiquid.

If so specified in the relevant Final Terms, applications will be or have been made to the securities exchange(s) specified for admission or listing of the Securities. If the Securities are admitted or listed, there is the risk that any such admission or listing will not be maintained. The fact that the Securities are admitted to trading or listed does not necessarily denote greater liquidity than if this were not the case. If the Securities are not listed or traded on any securities exchange(s), pricing information for the Securities may be more difficult to obtain and the liquidity of the Securities, if any, may be adversely affected. The liquidity of the Securities, if any, may also be affected by restrictions on the purchase and sale of the Securities in some jurisdictions. Additionally, the Issuer has the right (but no obligation) to purchase Securities at any time and at any price in the open market or by tender or private agreement. Any Securities so purchased may be held or resold or surrendered for cancellation.

In addition, there is the risk that the number of Securities actually issued and purchased by investors is less than the intended issue size or, as the case may be, the intended aggregate nominal amount of the Securities. Consequently, there is the risk that due to the low volume of Securities actually issued the liquidity of the Securities is lower than if all Securities were issued and purchased by investors.

The Manager(s) intend(s), under normal market conditions, to provide bid and offer prices for the Securities of an issue on a regular basis. However, the Manager(s) make(s) no firm commitment to the Issuer to provide liquidity by means of bid and offer prices for the Securities, and assume(s) no legal obligation to quote any such prices or with respect to the level or determination of such prices. The Manager(s) determine(s) any bid and offer prices of the Securities by using common pricing models taking into account the changes in parameters that determine market prices. Unlike stock exchange trading prices (of shares, for example) these prices are not directly determined by the principle of offer and demand in relation to Securities. In case of extraordinary market conditions or technical problems, it may be temporarily complicated or impossible to purchase or sell the Securities. In such case of illiquidity of the Securities, a Holder will not be able to sell the Securities held by it at a specific time or at a specific price.

18. Change of law and legality of purchase

The Securities will be governed by Swiss law in effect from time to time. No assurance can be given as to the impact of any possible judicial decision or change to Swiss law (or other law applicable in Switzerland) or administrative practice after the issue date of the Securities. Furthermore, the Issuer has and assumes no responsibility for the lawfulness of the acquisition of the Securities by Holders or prospective purchasers of the Securities, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for the compliance by Holders with any law, regulation or regulatory policy applicable to them.

19. Determinations by the Calculation Agent

The Calculation Agent has broad discretionary authority to make various determinations and adjustments under the Securities, any of which may have an adverse effect on the market value thereof or amounts payable or other benefits to be received thereunder. Any such discretion exercised by, or any calculation

made by, the Calculation Agent (in the absence of proven or manifest error) shall be final and binding on the Issuer and all Holders.

20. **Determinations in respect of the Securities**

There may be no centralized market for reference rates, floating rates, amounts or deliverable assets in respect of the Securities (including, but not limited to, foreign exchange rates, interest rates, forward rates or other financial factors). The Calculation Agent will determine, if applicable, the relevant rates or amounts by reference to internal market data, Bloomberg, Reuters or other electronic data providers available at the relevant time or based on hedging transactions traded by the Issuer and its affiliates. Due to the potentially high volatility in such rates or amounts, they may have been determined at a time at which it was disadvantageous to the interests of the Holders. For example, there will usually be a time lag between the time a Holder or the Issuer exercises its redemption option relating to a Security (if applicable) and the time the applicable redemption amount or deliverable asset(s) relating to such exercise is determined, and during such time lag the redemption amount or the value of the deliverable asset(s) may decrease due to market moves or other reasons, as the case may be. Furthermore, there will be an additional time lag until the payment of the redemption amount or actual delivery of the asset(s), and during such time lag the applicable redemption amount or value of the asset(s) to be delivered may decrease further. Neither the Calculation Agent nor the Issuer has any obligation or responsibility vis-à-vis the Holders in this respect and the Calculation Agent will not review any other source of information.

21. **Conflicts of interest**

The Issuer and affiliated companies may participate in transactions related to the Securities in some way, for their own account or for account of a client. Such transactions may not serve to benefit the Holders and may have a positive or negative effect on the value of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components, and consequently on the value of the Securities. Furthermore, companies affiliated with the Issuer may become counterparties in hedging transactions relating to obligations of the Issuer stemming from the Securities. As a result, conflicts of interest can arise between companies affiliated with the Issuer, as well as between these companies and investors, in relation to obligations regarding the calculation of the price of the Securities and other associated determinations. In addition, the Issuer and its affiliates may act in other capacities with regard to the Securities, such as calculation agent, paying agent and administrative agent and/or index sponsor.

Furthermore, the Issuer and its affiliates may issue other derivative instruments relating to the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components; introduction of such competing products may affect the value of the Securities. The Issuer and its affiliated companies may receive non-public information relating to the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components, and neither the Issuer nor any of its affiliates undertakes to make this information available to Holders. In addition, one or more of the Issuer's affiliated companies may publish research reports on the Underlying(s) or, as the case may be, the Basket Components or Reference Portfolio Components. Furthermore, the Issuer and its affiliates may, in case the relevant Security influences or relates to any other financial instrument (such as, but not limited to, bonds, loans or shares), when holding such financial instruments, exercise their voting rights with respect to such financial instruments and engage in any kind of commercial or investment banking or other business with the issuer(s) and/or obligor(s) of such financial instruments or any of its/their affiliates. With regard to any of these activities, the Issuer's or any of its affiliate's interests may be adverse to those of the Holders and its or their actions might have an adverse effect on the position of any Holder. In any case, neither the Issuer nor any of its affiliates is obliged to take into account the interests of the Holders and neither the Issuer nor any of its affiliates are liable for any loss incurred by Holders.

Within the context of the offering and sale of the Securities, the Issuer or any of its affiliates may directly or indirectly pay fees in varying amounts to third parties, such as distributors or investment advisors, or receive payment of fees in varying amounts, including those levied in association with the distribution of the Securities, from third parties. Potential investors should be aware that the Issuer may retain fees in part or in full. The Issuer or, as the case may be, the Managers, upon request, will provide information on the amount of these fees.

(a) Issuer acting as calculation agent under the Securities

The Issuer or one of its affiliates will act as Calculation Agent under the Securities. In performing its duties in its capacity as Calculation Agent, the Issuer (or such affiliate) may have interests adverse to the interests of the Holders, and this may adversely affect the value, performance, liquidity, cash flows or any other aspect of the Securities and ultimately the Holders' return on the Securities (particularly where

the Calculation Agent is entitled to exercise discretion). In addition, the Issuer and its affiliates may act in other capacities with regard to the Securities, such as Paying Agent and/or index sponsor.

(b) Distributors or other entities involved in the offering or listing of the Securities

The Issuer may enter into distribution agreements with various financial institutions and other intermediaries as determined by the Issuer ("**Distribution Agent**"). Each Distribution Agent will agree, subject to the satisfaction of certain conditions, to subscribe for the Securities at a price equivalent to or below the issue price and below the purchase price paid by a Holder. A periodic fee may also be payable to the Distribution Agents in respect of all outstanding Securities up to, and including, the maturity date or the date of redemption, as applicable, at a rate as determined by the Issuer. Such rate may vary from time to time.

Potential conflicts of interest may arise in connection with the Securities if a Distribution Agent placing the Securities or other entity involved in the offering or listing of the Securities is acting pursuant to a mandate granted by the Issuer or any of its affiliates or receives commissions and/or fees based on services performed in connection with, or related to the outcome of, the offering or listing of the Securities.

(c) The Issuer as participant in dealer polls or other contributor to benchmark fixings

Potential Holders should note that the Issuer and certain of its affiliates are regular participants in dealer polls and contributors to benchmark fixings. In providing such quotes or contributions, the Issuer will not take into account the existence of the Securities or the interests of the Holders.

22. **Risks associated with an early redemption**

The relevant Final Terms will specify whether the Issuer may redeem all outstanding Securities due to the occurrence of certain events.

Unless the relevant Final Terms specify otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of the Securities due to any withholding or deduction of, or on account of, any present or future taxes, duties, assessments or government charges of any nature imposed by or on behalf of the jurisdictions specified in the relevant Final Terms, or any authority thereof or therein having power to impose taxes, the Issuer may redeem all outstanding Securities in accordance with the relevant Final Terms.

The relevant Final Terms will also indicate whether the Issuer has the right to call the Securities prior to maturity (issuer's call). In case of an early redemption of the Securities, Holders may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Securities (reinvestment risk). Furthermore, in case of Securities whose early redemption amount is less than 100 per cent. of the specified denomination or par value, as the case may be, a Holder is exposed to the risk that he may receive less than the capital invested in the Securities (risk of capital loss).

23. **Possible fluctuations in the price of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components after termination of the Securities**

In the event that the term of the Securities is terminated early by the Issuer pursuant to the terms and conditions of the Securities, potential investors of the Securities should note that any adverse fluctuations in the price of the Underlying or, as the case may be, of the Basket Components or Reference Portfolio Components between the announcement of the termination by the Issuer and the determination of the price of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components relevant for the calculation of the then payable relevant termination amount, are borne by the Holders.

24. **Transactions to offset or limit risk**

The ability to eliminate or to restrict the initial risks of the Securities arising from their purchase by concluding any hedging transactions during their lifetime depends mainly on the market conditions and the relevant Final Terms and potential Holders should not rely on the ability to conclude such hedging transactions during the term of the Securities. In case a hedging transaction can be entered into, it is possible that such transaction can only be concluded at unfavourable market prices, resulting in a corresponding loss for the Holder. Furthermore, in such case, the Holder may not be able to enter into transactions which offset the risks on a 1:1 basis.

25. **Effect on the Securities of hedging transactions by the Issuer**

The Issuer or a company affiliated with it may conclude transactions to hedge the risk of the Issuer relating to the Securities or other transactions that correspond to the obligations of the Issuer under the Securities. As a rule, such transactions are concluded prior to or on the issue date, but it is also possible to conclude such transactions after the issue of the Securities. During the life of the Securities, the Issuer or a company affiliated with it may take the steps necessary for closing out any hedging transactions. It cannot be ruled out that entering into or closing out these hedging transactions may influence the value, performance, liquidity or cash flows of the Securities.

The Issuer may use a portion of the total proceeds from the sale of the Securities for transactions to hedge the risks of the Issuer relating to the Securities. In such case, the Issuer or one of its affiliates may (but is under no obligation to) conclude transactions that correspond to the obligations of the Issuer under the Securities. Furthermore, on or before any date on which certain determinations pursuant to the Final Terms applicable to the Securities will be made, the Issuer or one of its affiliates may close out any such hedging transactions or enter into further hedging transactions. It cannot be ruled out that (a) such determinations will be influenced by such hedging transactions or close-outs of such transactions and (b) entering into or closing out such hedging transactions may influence the value, performance, liquidity or cash flows of the Securities. If an early redemption event occurs, the Issuer is expected to unwind such hedging transactions or enter into offsetting transactions. Any losses incurred by the Issuer as a result of such transactions will be charged to the redemption amount of the Securities and thus be borne by the Holders.

26. **Expansion of the spread between bid and offer prices**

In special market situations, where the Issuer and/or the Manager(s) is/are completely unable to conclude hedging transactions, or where such transactions are very difficult to conclude, the spread between the bid and offer prices may be temporarily expanded, in order to limit the economic risks to the Issuer and/or the Manager(s). Therefore, Holders who wish to sell their Securities via a stock exchange or in the over-the-counter trading might sell at a price considerably lower than the intrinsic value of the Securities at the time of their sale.

27. **Adverse impact of adjustments of the reference rate, Underlying, bonus rate and/or put rate**

It cannot be excluded that certain events occur or certain measures are taken (by parties other than the Issuer and/or by the Issuer) in relation to a rate and/or the Underlying, which potentially lead to changes to the rate and/or the Underlying or, as the case may be, result in the underlying concept of the rate and/or the Underlying being changed. The Issuer shall, in the case of the occurrence of such an event, be entitled to replace the relevant rate and/or Underlying, as the case may be. These adjustments or replacement might have a negative impact on the value of the Securities.

28. **Methodological change or discontinuance of the determination of reference rate(s) or floating rate(s)**

The levels of reference rates and floating rates (such as, but not limited to, SOFR®, SONIA®, EURIBOR®, LIBOR®, SARON® or ISDAFIX swap rates) are generally calculated by an independent organization or a governmental authority, often based on information provided by market participants who may include the Issuer. The entity publishing the level of a reference rate or floating rate can modify the calculation method for determining such level or make other methodological changes that could affect any determination or cash flow under the Securities. Such entity may also alter, discontinue or suspend calculation or dissemination of the reference rate or floating rate. It is not involved in the offer and sale of the Securities and has no obligation to invest therein. Finally, such entity publishing the level of a reference rate or floating rate may take any actions in respect of the reference rate or floating rate without regard to the interests of the Holders, and any of these actions could adversely affect the market value of the Securities.

Any contribution of information by the Issuer or any of its affiliates to the organization(s) determining the fixing of a reference rate or floating rate is based on the Issuer's or its affiliates' discretion and such view and information that the Issuer or its affiliates have available at such time. Neither the Issuer nor any of its affiliates has any responsibility in taking into account the interests of the Holders.

29. **Exposure to exchange rate risks**

The settlement currency of the Securities may not be the currency of the home jurisdiction of an investor therein. In this case, the relevant investor is exposed to the risk that the exchange rate in respect of the

settlement currency deteriorates. Such deterioration, on the other hand, has an adverse effect on the return of the Securities in the currency of the home jurisdiction of the investor.

Where the calculation of any amount payable under the Securities involves a currency conversion, fluctuations in the relevant exchange rate will directly affect the market value and return of the Securities and create a loss to the investor.

30. **Provision of information**

The Issuer, the Calculation Agent or any of their respective affiliates may have acquired, or may during the term of the Securities acquire public or non-public information with respect to an Underlying of the Securities that they may not disclose. Potential Holders must therefore make an investment decision based upon their own due diligence and purchase the Securities with the knowledge that any public or non-public information that the Issuer, the Calculation Agent or any of their respective affiliates may have will not be disclosed to them. None of the Issuer, the Calculation Agent or any of their respective affiliates is under any obligation to make available (a) any information relating to the Securities other than as may be required by applicable rules and regulations relating to the Securities; or (b) any public or non-public information they may possess with respect to such Underlying.

Any information with regard to an Underlying contained in this Base Prospectus or the relevant Final Terms consists of extracts from or summaries of information that is publicly available in respect of such Underlying and is not necessarily the latest information available. The Issuer accepts responsibility for accurately reproducing publicly available information with regard to the relevant Underlying in this Base Prospectus or the relevant Final Terms. No further or other responsibility (express or implied) in respect of information relating to such Underlying is accepted by the Issuer. The Issuer makes no representation that the information with regard to an Underlying, any other publicly available information or any other publicly available documents regarding the underlying asset, index or other item(s) to which the Securities relate are accurate, complete and up-to-date.

There can be no assurance that all events occurring prior to the issue date or trade date of the Securities that could affect the trading price of the underlying asset, index or other item(s) to which the Securities relate (and therefore the trading price and value of the Securities) have been publicly disclosed. Subsequent disclosure of any such events or the disclosure or failure to disclose material future events concerning the underlying asset, index or other item(s) to which the Securities relate could affect the trading price and value of the Securities.

31. **Effects of downgrading of the Issuer's rating**

The general assessment of the Issuer's creditworthiness may affect the value of the Securities. This assessment generally depends on the ratings assigned to the Issuer or its affiliated companies by rating agencies such as Standard & Poor's Credit Market Services Europe Limited, Fitch Ratings Limited, Moody's Investors Service, Inc. and Scope Ratings AG. As a result, any downgrading of the Issuer's rating by a rating agency may have a negative impact on the value of the Securities.

32. **Rating of the Securities**

A rating of Securities, if any, may not adequately reflect all risks of the investment in such Securities. Equally, ratings may be suspended, downgraded or withdrawn. Such suspension, downgrading or withdrawal may have an adverse effect on the market value and trading price of the Securities.

33. **Ratings are not recommendations**

The ratings of UBS AG as Issuer should be evaluated independently from similar ratings of other entities, and from the rating, if any, of the securities issued. A credit rating is not a recommendation to buy, sell or hold securities issued or guaranteed by the rated entity and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency.

A rating of the Securities, if any, is not a recommendation to buy, sell or hold the Securities and may be subject to revision or withdrawal at any time by the relevant rating agency. Each rating should be evaluated independently of any other securities rating, both in respect of the rating agency and the type of security. Furthermore, rating agencies which have not been hired by the Issuer or otherwise to rate the Securities could seek to rate the Securities and if such "unsolicited ratings" are lower than the equivalent rating assigned to the Securities by the relevant hired rating agency, such ratings could have an adverse effect on the value of the Securities.

34. **Substitution of the Issuer**

Provided that the Issuer is not in default with its obligations under the Securities, the Issuer is in accordance with the relevant Final Terms, at any time entitled, without the consent of the Holders, to substitute another company within the UBS Group as issuer (the "**Substitute Issuer**") with respect to all obligations under or in connection with the Securities.

This may impact any listing of the Securities and, in particular, it may be necessary for the Substitute Issuer to reapply for listing on the relevant market or stock exchange on which the Securities are listed. In addition, following such a substitution, Holders will become subject to the credit risk of the Substitute Issuer.

35. **Specific risks in relation to the offer period or, as the case may be and as specified in the relevant Final Terms, the subscription period**

The Issuer reserves the right to refrain from commencing the invitation to make offers regarding the Securities prior to the commencement of the offer period or, as the case may be and as specified in the relevant Final Terms, the subscription period or withdrawing the invitation to make offers regarding the Securities at any time during the offer period or, as the case may be and as specified in the relevant Final Terms, the subscription period. If the invitation to make offers regarding such Securities is withdrawn, no such purchase offers regarding the Securities will be accepted. In such case, any amounts paid by an investor to the authorised offeror in relation to the purchase of any Securities will be returned to such investor by the authorised offeror but, depending on the agreement(s) in place between the investor and the authorised offeror and/or the authorised offeror'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 invitation to make offers as applicable, and the return of any such amounts and, unless otherwise agreed with, and paid by, the authorised offeror, 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 period or, as the case may be and as specified in the relevant Final Terms, the subscription period 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 period or, as the case may be and as specified in the relevant Final Terms, the subscription period will have an impact on the issue size or, as the case may be, the aggregate nominal amount of the Securities issued and therefore may have a negative effect on the liquidity of the Securities.

Furthermore, in certain circumstances, the Issuer may have the right to postpone the originally designated issue date of the Securities. 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 Securities, unless otherwise agreed with the authorised offeror and/or specified in its distribution policies, and paid by the authorised offeror. Investors will have the right, within a prescribed time period, to withdraw their offer as a result of such postponement.

36. **Risks relating to changes in the market condition**

(a) Market illiquidity

If the Securities are not listed on a regulated market or an open market there exists no secondary market in the Securities. Also, if the Securities are not traded on any securities exchange, pricing information for the Securities may be difficult to obtain and the liquidity and market prices of the Securities may be adversely affected. It may be difficult or impossible for the Holders to realise value for the Securities prior to the exercise or maturity date, as the case may be.

If the Securities are listed on a regulated market or an open market there can be no assurance as to how the Securities will trade in the secondary market or whether such market will be liquid or illiquid and that such market continues. The liquidity of the Securities may also be affected by restrictions on offers and sales of the securities in some jurisdictions. The more limited the secondary market is, the more difficult it may be for the Holders to realise value for the Securities prior to the exercise or maturity date, as the case may be.

(b) Market value of the Securities

The market value of the Securities will be affected by the creditworthiness of the Issuer and a number of additional factors, including, but not limited to, market interest rates, market liquidity and the time remaining to the maturity date or the redemption date, as applicable.

The value of the Securities depends on a number of interrelated factors, including economic, financial and political events in a global economy or elsewhere and factors affecting capital markets generally. The price at which a Holder will be able to sell the Securities may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Holder.

(c) Historical performance

The historical performance of any reference rate, floating rate, price or other financial factor that influences the performance of the Securities should not be taken as an indication of the future levels of such factor during the term of the Securities. Changes in the level of such factors may affect the value of the Securities, but it is impossible to predict whether the level of such factors will rise or fall.

37. Taxation in relation to the Securities

Potential investors should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Securities are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for innovative financial instruments such as the Securities. Potential investors are advised not to rely upon the tax summary contained in this Base Prospectus but to ask for their own tax advisor's advice on their individual taxation with respect to the acquisition, sale and redemption of the Securities. Only these advisors are in a position to duly consider the specific situation of the potential investor.

38. Payments under the Securities may be subject to U.S. withholdings

Investors in the Securities should be aware that payments under the Securities may under certain circumstances be subject to a U.S. withholding:

(a) Payments under the Securities may be subject to U.S. withholding under the U.S. Internal Revenue Code

A 30 per cent. withholding tax is imposed on certain "dividend equivalents" paid or deemed paid to a non-U.S. Holder with respect to a "specified equity-linked instrument" that references one or more dividend-paying U.S. equity securities. The withholding tax can apply even if the instrument does not provide for payments that reference dividends. U.S. Treasury Department regulations provide that the withholding tax applies to all dividend equivalents paid or deemed paid on specified equity-linked instruments that have a delta of one ("**Delta-One Securities**") issued after 2016 and to all dividend equivalents paid or deemed paid on all other specified equity-linked instruments issued after 2018.

The Issuer will determine whether dividend equivalents on the Securities are subject to withholding as of the close of the relevant market(s) on the fixing date. If withholding is required, the Issuer (or the applicable paying agent) will withhold 30 per cent. in respect of dividend equivalents paid or deemed paid on the Securities and will not pay any additional amounts to the Holders with respect to any such taxes withheld. If the terms and conditions of the Securities provide that all or a portion of the dividends on U.S. underlying equity securities are reinvested in the Underlyings during the term of the Security, the terms and conditions of the Securities may also provide that only 70 per cent. of a deemed dividend equivalent will be reinvested. The remaining 30 per cent. of such deemed dividend equivalent will be treated, solely for U.S. federal income tax purposes, as having been withheld from a gross dividend equivalent payment due to the investor and remitted to the U.S. Internal Revenue Service on behalf of the investor. The Issuer will withhold this amount regardless of whether an investor is a United States person for U.S. federal income tax purposes or a non-United States person that may otherwise be entitled to an exemption of reduction of tax on U.S. source dividend payments pursuant to an income tax treaty.

Even if the Issuer determines that a Holder's Securities are not specified equity-linked instruments that are subject to withholding on dividend equivalents, it is possible that a Holder's Securities could be deemed to be reissued for tax purposes upon the occurrence of certain events affecting the relevant Underlying or Basket Component or Reference Portfolio Component or a Holder's Securities, and following such occurrence a Holder's Securities could be treated as specified equity-linked instruments that are subject to withholding on dividend equivalent payments. It is also possible that withholding tax or other tax under Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended, ("Section 871(m)") could apply to the Securities under these rules if a non-U.S. Holder enters, or has entered, into certain other transactions in respect of the relevant Underlying or Basket Component or Reference Portfolio Component. As described above, if withholding is required, the Issuer will withhold 30 per cent. in

respect of dividend equivalents paid or deemed paid on the Securities and will not pay any additional amounts to the Holders with respect to any such taxes withheld.

Additionally, in the event that withholding is required, the Issuer hereby notifies each Holder that for purposes of Section 871(m), that the Issuer will withhold in respect of dividend equivalents paid or deemed paid on the Securities on the dividend payment date as described in U.S. Treasury Department regulations section 1.1441-2(e)(4) and section 3.03(B) of the form of Qualified Intermediary Agreement contained in Revenue Procedure 2017-15, as applicable, regardless of whether such investor would otherwise be entitled to an exemption from or reduction of withholding on such payments (e.g., a United States person for U.S. federal income tax purposes or a non-United States person eligible for an exemption from or reduction in withholding pursuant to an income tax treaty). **There is the risk that a Holder will not be able to successfully claim a refund of the tax withheld in excess of the tax rate that would otherwise apply to such payments.**

Each Holder acknowledges and agrees that in the event that a Security references an index as the Underlying or Basket Component or Reference Portfolio Component, as the case may be, then regardless of whether the relevant Underlying or Basket Component or Reference Portfolio Component is a net price return, a price return or a total return index, the payments on the Securities (including any amounts deemed reinvested in the Security) will reflect the gross dividend payments paid by the issuers of the securities comprising the index less applicable withholding tax amounts in respect of such gross dividends, which in the case of U.S. source dividends, will be paid by or on behalf of the Issuer to the U.S. Internal Revenue Service in accordance with the U.S. withholding tax rules under Section 871(m).

Holders should consult with their tax advisors regarding the application of Section 871(m) and the regulations thereunder in respect of their acquisition and ownership of the Securities, including a non-U.S. Holder that enters, or has entered, into other transactions in respect of the relevant Underlying or Basket Component or Reference Portfolio Component, as the case may be.

(b) Payments under the Securities may be subject to U.S. withholding under FATCA

The Foreign Account Tax Compliance Act ("**FATCA**") generally imposes a 30% U.S. withholding tax on payments of certain U.S. source interest, dividends and certain other fixed or determinable annual or periodical income, on the gross proceeds from the sale, maturity, or other disposition of certain assets after 31 December 2018 and on certain "foreign passthru payments" made after 31 December 2018 (or, if later, the date that final regulations defining the term "foreign passthru payments" are published) made to certain foreign financial institutions (including most foreign hedge funds, private equity funds and other investment vehicles) unless the payee foreign financial institution agrees to disclose the identity of any U.S. individuals and certain U.S. entities that directly or indirectly maintain an account with, or hold debt or equity interests in, such institution (or the relevant affiliate) and to annually report certain information about such account or interest directly, or indirectly, to the IRS (or to a non-U.S. governmental authority under a relevant Intergovernmental Agreement entered into between such non-U.S. governmental authority and the United States, which would then provide this information to the IRS). FATCA also requires withholding agents making certain payments to certain non-financial foreign entities that fail to disclose the name, address, and taxpayer identification number of any substantial direct or indirect U.S. owners of such entity to withhold a 30% tax on such payments.

Accordingly, the Issuer and other foreign financial institutions may be required under FATCA to report certain account information about holders of the Securities directly to the IRS (or to a non-U.S. governmental authority as described above). Moreover, the Issuer may be required to withhold on a portion of payments made on the Securities to (i) holders who do not provide any information requested to enable the Issuer to comply with FATCA, or (ii) foreign financial institutions who fail to comply with FATCA.

Holders holding their Securities through a foreign financial institution or other foreign entity should be aware that any payments under the Securities may be subject to 30% withholding tax under FATCA. If an amount in respect of such withholding tax under FATCA were to be deducted or withheld from payments on the Securities, none of the Issuer, any paying agent or any other person would, pursuant to the terms and conditions of the Securities, be required to pay additional amounts as a result of the deduction or withholding of such tax. **Holders should, consequently, be aware that payments under the Securities may under certain circumstances be subject to U.S. withholding under FATCA and should consult with their tax advisors regarding the application of withholding tax under FATCA in respect of their acquisition and ownership of the Securities.**

39. **Changes in taxation in relation to the Securities**

The considerations concerning the taxation of the Securities set forth in this Base Prospectus reflect the opinion of the Issuer on the basis of the legal situation identifiable as of the date hereof. However, there is a risk that the fiscal authorities and tax courts might take a different view, resulting in a different tax treatment of the Securities. In addition, the tax considerations set forth in this Base Prospectus cannot be the sole basis for the assessment of an investment in the Securities from a tax point of view, as the individual circumstances of each investor also have to be taken into account. Therefore, the tax considerations set forth in this Base Prospectus are not to be deemed any form of definitive information or tax advice or any form of assurance or guarantee with respect to the occurrence of certain tax consequences. Each investor should seek the advice of his or her personal tax consultant before deciding whether to purchase the Securities.

Neither the Issuer nor the Managers assumes any responsibility vis-à-vis the Holders for the tax consequences of an investment in the Securities.

40. **Other factors affecting the value**

The value of a Security is determined not only by changes in the price of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components, but also by a number of other factors. Since several risk factors may have simultaneous effects on the Securities, the effect of a particular risk factor cannot be predicted. In addition, several risk factors may have a compounding effect which may not be predictable. No assurance can be given with regard to the effect that any combination of risk factors may have on the value of the Securities.

These factors include among others the term of the Securities, the frequency and intensity of price fluctuations (volatility), as well as the prevailing interest rate and dividend levels. A decline in the value of the Security may therefore occur even if the price of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components remain(s) constant.

II. Risk factors relating to certain features of the Securities

Prior to investing in the Securities, potential investors should note that the following special features of the Securities, if specified to be applicable in the relevant Final Terms, may have a negative impact on the value of the Securities or, as the case may be, on any amount, if any, payable according to the terms and conditions of the Securities or, as the case may be, the delivery of the physical Underlying in an appropriate number and that the Securities accordingly have special risk profiles.

1. **Securities linked to an Underlying**

Potential investors should be aware that the amount of the interest amount or, as the case may be, the coupon, if specified to be applicable in the Final Terms, and of the redemption amount payable in accordance with the terms and conditions of the Securities depends on the performance of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components. In case of an unfavourable development of the price of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components, any amount received under the Securities may be lower than expected by the investors and may even be equal to zero. In such case the Holders will incur a total loss of its investment (including any transaction costs).

2. **Participation factor, leverage factor, multiplication factor or multiplier**

Potential investors should consider that the application of the participation factor, leverage factor, multiplication factor or of the multiplier, as specified to be applicable in the Final Terms, within the determination of the security right results in the Securities being in economic terms similar to a direct investment in the Underlying or, as the case may be, in the Basket Components or Reference Portfolio Components, but being nonetheless not fully comparable with such a direct investment, in particular because the Holders do, if so specified in the relevant Final Terms, not participate in the relevant performance of the Underlying or, as the case may be, Basket Components or Reference Portfolio Components by a 1:1 ratio, but by the proportion of the participation factor, the leverage factor, the multiplication factor or of the multiplier.

3. **Leverage**

Potential investors should be aware that the so-called "Leverage" effect is one of the key features of the Securities. Leverage allows Holders to participate disproportionately (with leverage) in the relevant de-

velopment of the Underlying or, if applicable, the Basket Components or Reference Portfolio Components. Consequently, any change in the value of the Underlying or the Basket Components or Reference Portfolio Components may result in a disproportionate change in the value of the Securities. The Securities, consequently, also involve disproportionate loss exposure, if the price of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components, develops unfavourably. Therefore, when buying Securities with the feature "Leverage", it should be noted that the higher the leverage effect of a Security, the higher the loss exposure involved. In addition, it should be noted that, typically, the shorter the (remaining) maturity of the Security, the higher the leverage effect.

4. **Reverse structure**

Potential investors should consider that the Securities may provide for a so-called reverse structure and that, hence, the Securities (irrespective of the other features attached to the Securities or of any other factors, which may be relevant for the value of the Securities) depreciate in value, if the price of the Underlying or, as the case may be, in the Basket Components or Reference Portfolio Components, increases, or the Securities increase in value, if the price of the Underlying or, as the case may be, in the Basket Components or Reference Portfolio Components, decreases. Consequently, there is the risk of a loss of the invested capital, if the price of the Underlying or, as the case may be, Basket Components or Reference Portfolio Components increases correlatively. In addition, the potential return under each Security is, as a principle rule, limited, since the negative performance of the Underlying or, as the case may be, Basket Components or Reference Portfolio Components may not exceed 100 %.

5. **Express structure**

Potential investors should consider that the Securities may according to the terms and conditions of the Securities under certain circumstances expire prior to the maturity date without any notice or declaration by the Issuer or the Holder being required, so-called express structure. In case the Securities expire prior to the maturity date, the Holder is entitled to demand the payment of a cash amount and, if a "Physical Delivery" is specified to be applicable in the Final Terms, the delivery of the physical Underlying in an appropriate number in relation to the early expiration. However, the Holder is not entitled to request any further payments on the Securities or, as the case may be, and if specified in the relevant Final Terms, the delivery of the physical Underlying after such early expiration.

The Holder, therefore, bears the risk of not participating in the performance of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components to the expected extent and during the expected period.

In the case of an early expiration of the Securities, the Holder also bears the so-called risk of reinvestment. The Holder may only be able to reinvest any amount paid by the Issuer in the case of an early expiration, if any, at market conditions, which are less favourable than those existing prevailing at the time of the acquisition of the Securities.

6. **Thresholds, barriers, levels or thresholds/limits**

Potential investors should consider that the redemption amount or, as the case may be, and as specified in the relevant Final Terms, the value of the physical Underlying to be delivered in an appropriate number, if any, under the Securities depends on whether the price of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components equals, and/or falls below respectively exceeds a certain threshold, barrier or level, as specified in the relevant Final Terms, at a given time or, as the case may be, within a given period as determined by the terms and conditions of the Securities.

Only provided that the relevant threshold, barrier or, as the case may be, and as specified in the relevant Final Terms, level has not been reached and/or fallen below respectively exceeded at the time or period as determined by the terms and conditions of the Securities, the holder of a Security receives an amount, predetermined in the terms and conditions of the Securities as redemption amount. Otherwise the Holder participates in the performance of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components and, therefore, bears the risks of a total loss of the invested capital.

7. **Maximum amount**

Potential investors should consider that the redemption amount or, as the case may be, and as specified in the relevant Final Terms, the value of the physical Underlying to be delivered in an appropriate number, if any, under the Securities is limited to the maximum amount multiplied, if so specified in the relevant Final Terms, by the participation factor, the leverage factor, the multiplication factor or the multiplier, as specified to be applicable in the Final Terms. In contrast to a direct investment in the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components the potential profit of the

Securities is, therefore, limited to the maximum amount multiplied, if so specified in the relevant Final Terms, by the participation factor, the leverage factor, the multiplication factor or the multiplier, as specified to be applicable in the Final Terms.

8. **Relevant Underlying**

Potential investors should consider that the calculation of the level of the redemption amount or, as the case may be, and as specified in the relevant Final Terms, the value of the physical Underlying to be delivered in an appropriate number, if any, solely refers to the performance of the relevant Underlying and, thereby, to the Underlying, showing a certain predetermined performance, e.g. the worst performance during an observation period.

Potential investors should, consequently, be aware that compared to Securities, which refer to only one Underlying, the Securities show a higher exposure to loss. This risk may not be reduced by a positive or, as the case may be, negative performance of the remaining Underlyings, because the remaining Underlyings are not taken into account when calculating the level of the redemption amount or, as the case may be, and as specified in the relevant Final Terms, the value of the physical Underlying to be delivered in an appropriate number.

9. **Physical delivery**

Potential investors should consider that as far as the terms and conditions of the Securities provide for settlement through physical delivery, upon maturity of the Securities, no payment of a redemption amount, but the delivery, if any, of the physical Underlying as described in the terms and conditions of the Securities in the appropriate number will occur. Potential investors should, hence, consider that, in the case of a redemption of the Securities by physical delivery of the physical Underlying in the appropriate number, investors do not receive any cash amount, but a right to the relevant security, which is transferable according to the conditions of the relevant depository system. If so specified in the relevant Final Terms, the price or value of the physical Underlying to be delivered to the Holder might be determined on (securities) exchanges or in other trading systems in currencies other than the settlement currency of the Securities.

As in such case the Holders of the Securities are exposed to the issuer- and security-specific risks related to the physical Underlying to be delivered, if any, potential investors in the Securities should make themselves familiar with the physical Underlying, to be delivered, if any, before purchasing the Securities. Moreover, investors should not rely on being able to sell the physical Underlying after redemption of the Securities at a certain price, in particular not at a price, which corresponds to the capital invested for the acquisition of the Securities. The physical Underlying delivered in the appropriate number can, under certain circumstances, possibly have a very low or even no value. In such case the Holders bear the risk of a total loss of the capital invested for purchasing the Securities (including the transaction costs).

Potential investors in the Securities should also consider that possible fluctuations in the price of the physical Underlying between the end of the term of the Securities and the actual delivery of the physical Underlying on the maturity date remain with the Holder. Any decrease in value of the physical Underlying after the end of the term of the Securities has to be borne by the Holder.

Holders of the Securities should be aware that they will become entitled to certain rights arising out of or in connection with the physical Underlying only when such physical Underlying is actually delivered to them. For example, where the physical Underlying is a share, all rights and entitlements attached to such share will only pass on to the Holder of the Securities once such share is actually delivered to the relevant Holder's securities account. Such rights and entitlements include, without limitation, voting rights and the rights to receive dividends or any other distributions in respect of such share. The Issuer is not obliged to account to or, as the case may be, compensate the Holders for any such rights and entitlements. That is also the case where such rights and entitlements give rise to a benefit for the Issuer between the end of the term of the Securities and the actual delivery of the physical Underlying on the maturity date. If the issuer of a share as the physical Underlying pays any dividends between the end of the term of the Securities and the actual delivery of such share on the maturity date, the Issuer is entitled to retain such dividends for its own account. In such case, the Holders of the Securities would receive actual delivery of the relevant share, but not of any dividends paid in respect of such share prior to such actual delivery.

10. **Final lock-in**

Potential investors should be aware that, as far as the terms and conditions of the Securities provide for a "Final Lock-In" feature, certain amounts or performances, as specified in the relevant Final Terms, will in the case of the occurrence of a predetermined lock-in event be "locked-in" to an extent that the

participation of the Holders in the future performance of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components is limited or even excluded.

Holder's do in this case, not, or only to a limited extent, participate in any future performance of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components.

11. **Currency conversion**

Potential investors should consider that the Holder's right vested in the Securities is determined on the basis of a currency other than the settlement currency, currency unit or calculation unit, and also the value of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components is determined in such a currency other than the settlement currency, currency unit or calculation unit. Potential investors should, therefore, be aware that investments in these Securities could entail risks due to fluctuating exchange rates, and that the risk of loss does not depend solely on the performance of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components, but also on unfavourable developments in the value of the foreign currency, currency unit or calculation unit.

Such developments can additionally increase the Holder's exposure to losses, because an unfavourable performance of the relevant currency exchange rate may correspondingly decrease the value of the purchased Securities during their term or, as the case may be, the level of the redemption amount or, as the case may be, the value of the physical Underlying to be delivered in an appropriate number, if any. Currency exchange rates are determined by factors of offer and demand on the international currency exchange markets, which are themselves exposed to economic factors, speculations and measures by governments and central banks (for example monetary controls or restrictions).

12. **Dual currency**

Potential investors should consider that - although Holders are entitled to receive payments in the predetermined currency specified in the applicable Final Terms as the settlement currency - the Issuer is in accordance with the relevant Final Terms entitled to replace, either during the life of the Securities or at the final redemption, this predetermined currency by another currency specified for that purposes in the applicable Final Terms. All following payments to the Holder will then be made in such other currency.

Potential investors should, therefore, be aware that investments in these Securities could entail specific risks due to fluctuating exchange rates between the predetermined currency specified in the applicable Final Terms and the alternative currency. Consequently, the risk of loss does not depend solely on the performance of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components, but also on unfavourable developments in the value of the predetermined currency and the alternative currency.

13. **Quanto**

Potential investors should consider that the price of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components is determined in a currency other than the settlement currency, so-called underlying currency. The relevant price of the Underlying or of the Basket Components or Reference Portfolio Components used for the calculation of any amounts payable under the Securities is expressed in the settlement currency without any reference to the currency exchange rate between the underlying currency of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components, and the settlement currency (so-called "quanto"-feature). As a result, the relative difference between the actual interest rate in relation to the underlying currency and the actual interest rate in relation to the settlement currency may have a negative impact on the value of the Securities.

14. **Capital protection**

Potential investors should consider that the Securities are as at the end of their term only capital protected to the extent of a minimum amount (without consideration of the offering premium), i.e. the investor receives at the end of the term, in case of Securities linked to the performance of an Underlying even disregarding the actual performance of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components, in any case the capital protected minimum amount specified in the relevant Final Terms. If an investor acquires the Securities at a price, which is higher than the minimum amount, the prospective investor should be aware that the (proportional) capital protection only refers to the lower minimum amount. In this context, it has to be considered that the capital protection only applies at the end of the term, i.e. provided that the Securities have not been terminated or, if so specified in the applicable Final Terms, expired early. The cash amount to be paid or, as the case may be and as

specified in the applicable Final Terms, the value of the physical Underlying to be delivered in an appropriate number, if any, in the case of an early redemption of the Securities can be considerably below the amount, which would be payable as a minimum at the end of the term of the Securities, where the capital protection applies to the extent of the minimum amount, and may even be equal to zero. In such case the Holders will incur a total loss of its investment (including any transaction costs).

Potential investors of the Securities should furthermore recognise that despite the capital protection to the extent of the minimum amount, the investor bears the risk of the Issuer's financial ability worsening and the potential subsequent inability of the Issuer to pay its obligations under the Securities. In case of an insolvency of the Issuer, Holders may suffer a total loss of their investment in the Securities. Potential investors must therefore be prepared and able to sustain a partial or even a total loss of the capital invested. Purchasers of the Securities should in any case assess their financial situation, to ensure that they are in a position to bear the risks of loss connected with the Securities.

15. Final capital protection only

Potential investors should also consider that the capital protection only applies at the end of the term, i.e. provided that the Securities have not been terminated or, if so specified in the applicable Final Terms, expired early. The cash amount to be paid or, as the case may be and as specified in the applicable Final Terms, the value of the physical Underlying to be delivered in an appropriate number, if any, in the case of an early redemption of the Securities can be considerably below the amount, which would be payable as a minimum at the end of the term of the Securities, where the capital protection applies to the extent of the minimum amount and may even be equal to zero. In such case the Holders will incur a total loss of its investment (including any transaction costs).

16. No predefined term

Potential investors should consider that the Securities have - in contrast to securities with a fixed term - no predetermined expiration date, and thus no defined term. As a result, the Holder's right vested in those Securities, must be exercised by the respective Holder on a specific exercise date in accordance with the exercise procedure described in the terms and conditions of the Securities, if the right is to be asserted. In the event that the required exercise notice is not duly received on the relevant exercise date, the Securities cannot be exercised until the next exercise date stated in the terms and conditions of the Securities.

17. Time lagged valuation

Potential investors should note that in case of an exercise of the Securities on an exercise date or, as the case may be, of the occurrence of an automatic termination event (including, but not limited to, a stop loss event or knock out event) in accordance with the terms and conditions of the Securities, the valuation date or the final valuation date relevant for determining the reference price or the settlement price, as specified in the Final Terms, will in accordance with the terms and conditions of the Securities be a day following a significant period after the relevant exercise date or, as the case may be, the relevant automatic termination date, as specified to be applicable in the relevant Final Terms. Any adverse fluctuations in the price of the Underlying or, as the case may be, of the Basket Components or Reference Portfolio Components between such date and the valuation date or the final valuation date, as specified in the Final Terms are borne by the relevant Holder.

18. Automatic termination

Potential investors should consider that in case of the occurrence of an automatic termination event (including, but not limited to, a Stop Loss Event or Knock Out Event) in accordance with the terms and conditions of the Securities, the term of all outstanding Securities is automatically terminated.

The Holder, therefore, bears the risk of not participating in the performance of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components to the expected extent and during the expected period and, therefore, receives less than its capital invested.

In the case of the occurrence of an automatic termination event, the Holder also bears the risk of a reinvestment, i.e. the investor bears the risk that it will have to reinvest the redemption amount, if any, paid by the Issuer in the case of the occurrence of an automatic termination event at market conditions, which may be less favourable than those existing prevailing at the time of the acquisition of the Securities.

19. Minimum exercise size

Potential investors should consider that any Holder, must in accordance with the terms and conditions of the Securities tender a specified minimum number of the Securities, in order to exercise the rights

vested in the Securities, the so-called minimum exercise size. Holders with fewer than the specified minimum exercise size of Securities will, therefore, either have to sell their Securities or purchase additional Securities (incurring transaction costs in each case). Selling the Securities requires that market participants are willing to acquire the Securities at a certain price. In case that no market participants are readily available, the value of the Securities may not be realised.

20. **Holder's termination right**

Potential investors should consider that Holders do not have a termination right and the Securities may, hence, not be terminated by the Holders during their term. Prior to the maturity of the Securities the realisation of the economic value of the Securities (or parts thereof), is, unless the Securities have been subject to early redemption or termination by the Issuer in accordance with the terms and conditions of the Securities or, if so specified in the relevant Final Terms, an exercise of the rights by the Holders in accordance with the terms and conditions of the Securities, only possible by way of selling the Securities.

Selling the Securities requires that market participants are willing to acquire the Securities at a certain price. In case that no market participants are readily available, the value of the Securities may not be realised. The issuance of the Securities does not result in an obligation of the Issuer towards the Holders to compensate for this or to repurchase the Securities.

21. **Risk factors related to Securities using the blockchain technology**

Potential investors in Securities which are based on or are dependent upon the blockchain technology should be aware that this technology is new, widely untested and subject to known and unknown risks including (but not limited to) the following risks:

(a) Convertibility by the Issuer

Potential investors should be aware that the Issuer may or may not reserve the right to convert the Securities represented by digital tokens recorded on the applicable blockchain specified in the relevant Final Terms to traditional (non-tokenized) Intermediated Securities at any time and at its sole discretion.

(b) Risks of software weaknesses

Potential investors should understand and accept the risk that a smart contract system concept which may be used with respect to the Securities, the underlying software application, the software platform and the ecosystem architecture may be at an early developmental state and not yet proven. There are no warranties or guarantees that the process for creating digital tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the digital tokens.

(c) Regulatory risk

Potential investors should understand and accept that the blockchain technology allows new forms of interaction. There is a possibility that certain jurisdictions will apply existing regulations, or introduce new regulations addressing blockchain technology based applications, which may be contrary to the current setup of the applicable terms and the digital tokens themselves as specified in the relevant Final Terms and which may, inter alia, result in substantial modifications of the smart contract system and/or the protocol, including its termination and the loss of digital tokens for the Holders.

(d) Risks associated with uncertain regulations and enforcement actions by securities and financial authorities

Potential investors should be aware that the regulatory status of digital tokens and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation) to digital tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting blockchain technology and its applications, including digital tokens. Regulatory actions, including but not limited to, the imposition regulations on digital tokens could negatively impact digital tokens in various ways, including the legality of the digital tokens and their sale or transfer to certain jurisdictions.

(e) Risk of mining attacks and forks

Potential investors should understand and accept, that the blockchain, used for the digital tokens, as specified in the relevant Final Terms, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, selfish-mining attacks, hard forks and race condition attacks. Any successful attack presents a risk to the digital tokens, the expected proper execution and sequencing of digital token transactions and the expected proper execution and sequencing of contract computations. In case of a hard fork, the Issuer shall choose the version to proceed with at its sole discretion.

(f) Transfer restrictions

Depending on the relevant Final Terms, potential investors should be aware that Securities represented by digital tokens recorded on a blockchain may only be transferred to another eligible blockchain address. Potential investors should note that in such case and as specified in the relevant Final Terms, tokens may not be transferred to addresses that are not included in the smart contract.

(g) Unanticipated Risks

Cryptographic tokens on the basis of the blockchain technology, as specified in the relevant Final Terms, are a new and untested technology. In addition to the risks set out herein, there are other risks associated with an acquisition, storage, transfer and use of the digital token by potential investors, including risks that the Issuer may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out herein.

III. Risk factors relating to the Underlying

The Securities offered and/or listed on a regulated or another equivalent market under this Base Prospectus may be linked to a share, a certificate representing shares, a non-equity security, a precious metal, a commodity, an index, an exchange traded fund unit, a not exchange traded fund unit, a futures contract, an actively managed notional reference portfolio, a dynamic strategy, a crypto asset, a reference obligation, a currency exchange rate, an interest rate, an UBS internal reference rate, or another reference rate. The Securities may relate to one or more of these Underlyings or a combination of them.

In case the Securities are based on the performance of a Reference Portfolio, the constituents or components of such Reference Portfolio may comprise, inter alia, long and/or short positions in one or more of stocks, precious metals, commodities, exchange traded funds, funds, futures, total return or excess return indices, equity options, FX forwards, FX options, credit default swaps, bonds, securitised products and/or synthetic currency accounts and a cash position, as specified in the relevant Final Terms.

Some or all of the amounts payable or the physical Underlying to be delivered on exercise, redemption or periodically under the Securities will be determined by reference to the price or value of the Underlying or, if applicable, of the Basket Components or Reference Portfolio Components. Accordingly, investing in the Securities also involves certain risks that are related to the Underlying and investors should review carefully this Base Prospectus and the applicable Final Terms in order to understand the effect on the Securities of such linkage to the Underlying.

The purchase of, or investment in, Securities linked to an Underlying involves substantial risks. These Securities are not conventional securities and carry various unique investment risks which potential investors should understand clearly before investing in the Securities. Potential investors in such Securities should be familiar with this type of securities and should fully review all documentation, read and understand this Base Prospectus, the terms and conditions of the Securities and the applicable Final Terms and be aware of the nature and extent of the exposure to risk of loss.

1. General risks relating to the Underlying

Investors should be aware that some risks are related to the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components in general:

(a) Risk of fluctuations in the value of the Underlying or the Basket Components or Reference Portfolio Components

By investing in Securities linked to an Underlying, Holders are subject to the risks related to such Underlying. The performance of the Underlying or, as the case may be, the Basket Components or

Reference Portfolio Components is subject to fluctuations. Therefore, Holders cannot foresee what consideration they can expect to receive for the Securities on a certain day in the future. When the Securities are redeemed, exercised or otherwise disposed of on a certain day, substantial losses in value might occur in comparison to a disposal at a later or earlier point in time.

(b) Uncertainty about future performance of the Underlying or the Basket Components or Reference Portfolio Components

The value of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components may vary over time and may increase or decrease by reference to a variety of factors e.g. corporate actions, macroeconomic factors and speculation. Potential investors should note that an investment in Securities linked to an Underlying may be subject to similar risks than a direct investment in the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components.

(c) It is not possible to reliably predict the future performance of the Underlying or the Basket Components or Reference Portfolio Components

Likewise, the historical data of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components does not allow for any conclusions to be drawn about the future performance of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components and the Securities. The Underlying or Basket Components or Reference Portfolio Components may have only a short operating history or may have been in existence only for a short period of time and may deliver results over the longer term that may be lower than originally expected.

(d) No warranties or representations regarding the future performance of the Underlying or the Basket Components or Reference Portfolio Components

The Issuer does not give any explicit or tacit warranty or representation regarding the future performance of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Components. In addition, the issuer or the sponsor of the Underlying or, as the case may be, the Basket Components or Reference Portfolio Component does not assume any obligation to consider the interests of the Issuer of the Securities or the Holders for any reason whatsoever.

(e) No rights of ownership in the Underlying or the Basket Components or Reference Portfolio Components

Potential investors should be aware that the relevant Underlying or, as the case may be, the Basket Components or Reference Portfolio Components will not be held by the Issuer for the benefit of the Holders, and that Holders will not obtain any rights of ownership (including, without limitation, any voting rights, any rights to receive dividends or other distributions or any other rights) with respect to any Underlying or, as the case may be, Basket Components or Reference Portfolio Component to which the Securities are related. Neither the Issuer nor any of its affiliates is under any obligation whatsoever to acquire or hold any Underlying or Basket Components or Reference Portfolio Component.

(f) Risks associated with Underlyings or a Basket Components or Reference Portfolio Components which are subject to emerging market jurisdictions

An Underlying or, as the case may be, a Basket Component or Reference Portfolio Component may be subject to the jurisdiction of an emerging market. Investing in Securities with such an Underlyings or, as the case may be, Basket Component or Reference Portfolio Component involves additional legal, political (e.g. rapid political upheavals) or economical (e.g. economic crises) risks.

Countries that fall into this category are usually considered to be "emerging" because of their developments and reforms and their economy being in the process of changing from those of a moderately developed country to an industrial country. In emerging markets, expropriation, taxation equivalent to confiscation, political or social instability or diplomatic incidents may have a negative impact on an investment in the Securities. The amount of publicly available information with respect to the Underlying or any components thereof may be less than that normally made available to

Holders. Transparency requirements, accounting, auditing and financial reporting standards as well as regulatory standards are in many ways less stringent than standards in industrial countries.

Although they generally record rising volumes, some emerging financial markets have much lower trading volumes than developed markets and the securities of many companies are less liquid and their prices are subject to stronger fluctuations than those of similar companies in developed markets.

(g) Risks associated with a limited information base regarding the Underlying or the Basket Components or Reference Portfolio Components and a possible information advantage of the Issuer

Information regarding the Underlying or the Basket Components or Reference Portfolio Components, as the case may be may not be publicly available or only available to a certain extent. Therefore, investors may have no or only limited access to detailed information regarding the relevant Underlying or the Basket Components or Reference Portfolio Components, as the case may be, in particular on its current price or value, on its past and future performance and on its volatility.

In contrast, the Issuer may have access to information which is not publicly available and may thereby generate an information advantage.

In addition, any publicly available information may be published with delay and may not have been published or published in full at the time the investors seeks the information or at the time the amounts payable or the physical Underlying to be delivered on exercise, redemption or periodically under the Securities will be determined by reference to the price or value of the Underlying or the Basket Components or Reference Portfolio Components, as the case may be.

(h) Consequence of the linkage to a Basket as the Underlying or a portfolio of Underlyings

In case of a Basket or a portfolio used as the Underlying, as specified in the relevant Final Terms, the level of the redemption amount depends on the performance of the components of the Basket Components or Reference Portfolio Components or, as the case may be, a portfolio comprising the Underlyings.

As a result, fluctuations in the value of a Basket Component or Reference Portfolio Component or, as the case may be, one Underlying may be offset or intensified by fluctuations in the value of other Basket Components or Reference Portfolio Components comprised in the Basket or, as the case may be, Underlyings comprised in the portfolio. Even in the case of a positive performance of one or more Basket Components or Reference Portfolio Components comprised in the Basket or Underlyings comprised in the portfolio, the performance of the Basket or the portfolio, respectively, as a whole may be negative if the performance of the other Basket Components or Reference Portfolio Components or, as the case may be, Underlyings is negative to a greater extent. There can be a significant adverse effect on the calculation or specification of the redemption amount if the performance of one or more Basket Components or Reference Portfolio Components comprised in the Basket or, as the case may be, Underlyings comprised in the portfolio, on which the calculation or specification of the redemption amount is based, has deteriorated significantly.

Furthermore, also the degree of the Basket Components' or Reference Portfolio Components' or the Underlyings' dependency from each other, so-called correlation, is of importance when calculating the level of the redemption amount. If all of the Basket Components or Reference Portfolio Components or the Underlyings derive from the same economy sector or, as the case may be, the same country the development of the Basket Components or Reference Portfolio Components or the Underlyings therefore depends on the development of a single economy sector or a single country. That implies that in the case of an unfavourable development of a single economy sector or a single country, which is represented by the Basket comprising the Basket Components or Reference Portfolio Components or, as the case may be, the portfolio comprising the Underlyings, the Basket or the portfolio may be affected over proportionally by this unfavourable development.

In the case of an Underlying consisting of different shares, indices, currency exchange rates, precious metals, commodities, interest rates, non-equity securities, exchange traded fund units, not exchange traded fund units, futures contracts or reference rates (each a "**Basket**"), the Issuer may have the right, in certain circumstances as specified in the Final Terms, to subsequently adjust the Basket (i.e.

remove a component of the Basket without replacing it or replace the component of the Basket in whole or in part by another Basket Component or Reference Portfolio Component and/or if necessary by adjusting the weighting of the Basket). The Holder may not assume that the composition of a Basket will remain constant during the life of the Securities.

Depending on the features of the relevant Securities, there can be a significant adverse effect on the calculation or specification of the redemption amount or interest amounts if the performance of one or more Basket Components or Reference Portfolio Components, on which the calculation or specification of the redemption amount or interest amounts is based, has deteriorated significantly.

(i) Relative performance of the Underlying to another Underlying used as benchmark

In case of a determination of a relative performance of the Underlying or, as the case may be, the Underlyings to another Underlying or, as the case may be, the Underlyings, as specified in the relevant Final Terms, investors should also note that the value of the Securities will even in case of a positive performance of the relevant Underlying or, as the case may be, Underlyings remain constant, if the other Underlying or, as the case may be, Underlyings perform(s) in parallel.

(j) Risks associated with the regulation and reform of benchmarks

Reference rates, interest rates, indices, baskets, or other rates used as Underlyings or as Reference Portfolio Constituents for the purposes of the Securities may generally constitute benchmarks and as such may be subject to supervisory law regulations and reform proposals (such Underlying is also referred to as "**Benchmark**").

Innovations such as the ones introduced by IOSCO's Principles for Financial Benchmarks (the "**IOSCO Principles**") and the Regulation (EU) 2016/1011 of the European Council and the Parliament of 8 June 2016 on indices used as benchmarks in certain financial instruments and financial contracts or to measure the performance of investment funds (the "**EU Benchmarks Regulation**") may result in the different performance of the relevant Benchmarks. It may exclude certain Benchmarks from being used as Underlyings or Reference Portfolio Constituents, because the Benchmarks may incur higher costs if regulatory requirements for the administrator are tightened or because certain uses by EU supervised entities of Benchmarks provided by administrators that are not authorised or registered (or, if located outside the EU, deemed equivalent or recognised or endorsed) are prohibited by the EU Benchmarks Regulation.

Benchmarks such as reference rates, interest rates, indices, baskets, or other rates used as Underlyings or as a Reference Portfolio Component in connection with the Securities may also be affected by regulatory guidance and reform or changes in policy at national, as well as at international level. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. For example, on 27 July 2017, the UK Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the London Interbank Offered Rate ("**LIBOR**") benchmark after 2021 (the "**FCA Announcement**"). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. On 5 March 2021, the UK Financial Conduct Authority announced that all LIBOR settings will either cease to be provided by the administrator, or will no longer be representative, immediately after the following dates: (a) 31 December 2021: for all tenors of euro LIBOR, Swiss franc LIBOR, Japanese yen LIBOR, Sterling LIBOR, and the 1-week and 2 month US dollar LIBOR, and (b) 30 June 2023: for the overnight, 1, 3, 6 and 12-month US dollar LIBOR. This may, in particular, lead to a substitution of LIBOR as Underlying or as a Reference Portfolio Component in accordance with the General Conditions and the applicable Final Terms of the Securities. Further national or international regulatory reforms may have other effects which are not foreseeable at present.

More generally, any of the above changes or any other consequential changes to LIBOR, EURIBOR, or any other Benchmark as a result of international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes, may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks.

In addition to the above, if the Issuer (in consultation with the Calculation Agent) determines prior to any fixing date, that a Benchmark Event (as defined in the General Conditions) has occurred in respect of the relevant interest rate or reference rate, then the Issuer shall (in consultation with the Calculation Agent and acting in good faith and a commercially reasonable manner) determine a Successor Rate or, alternatively, if the Issuer determines that there is no Successor Rate, an Alternative Interest Rate or Alternative Reference Rate, as the case may be, (each as defined in the General Conditions). Any such determination may also result in changes in certain definitions relevant for and/or further conditions of the Securities. Furthermore, if a Successor Rate or an Alternative Interest Rate or Alternative Reference Rate (as applicable) is determined by the Issuer in accordance with the conditions of the Securities, the Issuer (following consultation with the Calculation Agent) may also determine whether to apply an adjustment spread (which spread may be positive or negative) or a formula or methodology for calculating such an adjustment spread, to such Successor Rate or Alternative Interest Rate or Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the relevant interest rate or reference rate with the Successor Rate or Alternative Interest Rate or Alternative Reference Rate (as applicable). If it has been determined that a Benchmark Event has occurred in respect of the relevant interest rate or reference rate, but the Issuer is unable or unwilling to determine a Successor Rate or an Alternative Interest Rate or an Alternative Reference Rate (as applicable), the interest rate or reference rate for the affected interest period will be determined by reference to the interest rate or reference rate determined as at the last preceding fixing date. The use of a Successor Rate, an Alternative Interest Rate or an Alternative Reference Rate (including the determination to use (or not use) an adjustment spread) may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the payments that could have been made on the relevant Securities if the relevant interest rate or reference rate, as applicable, remained available in the form it is in on the relevant Issue Date. Furthermore, the Issuer may have to exercise its discretion to determine (or to elect not to determine) a Successor Rate, an Alternative Interest Rate or an Alternative Reference Rate (as applicable), in a situation in which it is presented with a conflict of interest.

Any such consequences could have an adverse effect on the value and marketability of, and return on, such Securities.

2. **Specific risks related to the Underlying**

In addition, the following risks are specifically related to the Underlying or a Basket Component or Reference Portfolio Component, as the case may be.

(a) Risks associated with Securities with a Share as the Underlying or a Basket Component or Reference Portfolio Component

If in the relevant Final Terms a Share is specified as the Underlying or a Basket Component or Reference Portfolio Component, as the case may be, potential investors should consider the following risks specifically related to shares as Underlying or a Basket Component or Reference Portfolio Component, as the case may be:

Specific risks related to the performance of shares

The performance of a share used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component depends on the performance of the company issuing the shares. But even regardless of the financial position, cash flows, liquidity and results of operations of the company issuing the shares, the price of a share can be subject to fluctuations or adverse changes in value. In particular, the development of the share price can be influenced by the general economic situation and market sentiment.

Similar risks to a direct investment in shares

The market price of Securities with a share used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component depends on the performance of the share. The performance of a share may be subject to factors like the dividend or distribution policy, financial prospects, market position, corporate actions, shareholder structure and risk situation of the issuer of

the share, short selling activities and low market liquidity as well as to political influences. Accordingly, an investment in Securities with a share as Underlying or, as the case may be, a Basket Component or Reference Portfolio Component may bear similar risks to a direct investment in shares.

The performance of the share may be subject to factors outside the Issuer's sphere of influence, such as the risk of the relevant company becoming insolvent, insolvency proceedings being opened over the company's assets or similar proceedings under the laws applicable to the company being commenced or similar events taking place with regard to the company, which may result in a total loss for the Holder, or the risk that the share price is highly volatile. The issuer's dividend or distribution policy, its financial prospects, market position, any capitalisation measures, shareholder structure and risk situation may also affect the share price.

In addition, the performance of the shares depends particularly on the development of the capital markets, which in turn are dependent on the global situation and the specific economic and political environment. Shares in companies with low or average market capitalisation may be subject to even higher risks (e.g. with regard to volatility or insolvency) than shares in larger companies. Furthermore, shares in companies with a low market capitalisation may be extremely illiquid due to smaller trading volumes. Shares in companies having their seat or exerting their relevant operations in countries with a high legal uncertainty are subject to additional risks, such as the risk of governmental measures being taken or nationalisation taking place. This may result in the partial or total loss of the share's value. The realisation of these risks may result in Holders relating to such shares losing all or parts of the capital invested.

Investors in the Securities have no shareholder rights

The Securities constitute no interest in a share as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component including any voting rights or rights to receive dividends, interest or other distributions, as applicable, or any other rights with respect to the share. The Issuer and any of its affiliates may choose not to hold the shares or any derivatives contracts linked to the shares used as Underlying or, as the case may be, a Basket Component or Reference Portfolio Component. Neither the Issuer nor any of its affiliates is restricted from selling, pledging or otherwise conveying all right, title and interest in any shares or any derivatives contracts linked to the shares by virtue solely of it having issued the Securities.

No registration in the register of members in the case of physical delivery of Registered Shares

If the share used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component is a share that is registered in the name of the holder or if the shares contained in an Underlying (e.g. in an index or a Basket) are registered in the name of the holder (each a "**Registered Share**"), and if the Issuer is obliged, as specified in the applicable terms and conditions of the Securities, to physically deliver these shares to the investor in accordance with the terms and conditions of the Securities, the rights under the shares (e.g. participation in the annual general meeting and exercise of voting rights) may only be exercised by shareholders that are registered in the register of members or a comparable official shareholder register of the issuer of such Registered Shares. In the case of Registered Shares, any obligation incumbent upon the Issuer to deliver the shares is limited solely to the provision of the shares in a form and with features that allow for stock-exchange delivery and does not cover entry into the register of members. In such cases, any claims due to non-performance, in particular reversal of the transaction or damages, are excluded.

Currency risks

In case of investments of the company, the shares of which are used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component, being denominated in currencies other than the currency in which the share value is calculated, certain additional correlation risks may apply. These correlation risks depend on the degree of dependency of currency fluctuations of the relevant foreign currency to the currency in which the share value is calculated. Hedging transactions, if any, of the company may not exclude these risks.

Issuer's conflicts of interest with regard to the shares

It is possible that the Issuer or any of its affiliates hold shares in the company which has issued the Underlying or, as the case may be, the Basket Component or Reference Portfolio Component which may result in conflicts of interest. The Issuer and any of its affiliates may also decide not to hold the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component, or not to conclude any derivative contracts linked to the share. Neither the Issuer nor any of its affiliates are limited in selling, pledging or otherwise assigning rights, claims and holdings regarding the Underlying or, as the case may be, the Basket Component or Reference Portfolio Component or any derivative contracts relating to the Underlying or, as the case may be, the Basket Component or Reference Portfolio Component solely based on the fact that the Securities were issued.

(b) Risks associated with Securities with certificates representing shares as the Underlying or a Basket Component or Reference Portfolio Component

If in the relevant Final Terms certificates representing shares are specified as the Underlying or a Basket Component or Reference Portfolio Component, as the case may be, potential investors should consider the following risks specifically related to certificates representing shares as Underlying or a Basket Component or Reference Portfolio Component, as the case may be:

Similar risks to a direct investment in certificates representing shares and the Underlying Shares respectively

The level of the redemption amount is determined by reference to the price of the certificate representing shares used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component. A certificate representing shares represents shares of a stock corporation (each a "**Underlying Share**") and, as such, mirrors the performance of these Underlying Shares. Consequently, any investment in the Securities is, to a certain extent, subject to market risks similar to a direct investment in the certificate representing shares and the Underlying Shares respectively.

Potential investors should, as a result, also consider the risks specifically related to shares as Underlying or a Basket Component or Reference Portfolio Component, as the case may be, related to the Underlying Shares when investing in the Securities.

(c) Risks associated with Securities with non-equity securities as the Underlying or a Basket Component or Reference Portfolio Component

If in the relevant Final Terms a non-equity security is specified as the Underlying or a Basket Component or Reference Portfolio Component, as the case may be, potential investors should consider the following risks specifically related to non-equity securities as Underlying or a Basket Component or Reference Portfolio Component, as the case may be:

Similar risks to a direct investment in non-equity securities

The level of the redemption amount is determined by reference to the price of the non-equity security used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component. Consequently, any investment in the Securities is, to a certain extent, subject to market risks similar to a direct investment in the non-equity security.

Market price developments

The market price development of Securities using non-equity securities as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component depends on the development of the non-equity securities which are subject to influences outside of the Issuer's sphere of influence, such as the risk that the issuer of the non-equity securities becoming insolvent or that the market price is subject to considerable fluctuations.

No endorsement of the issuer

Securities with non-equity securities used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component are not in any way sponsored, endorsed, sold or promoted by the issuer of the underlying non-equity securities and such issuer makes no warranty or

representation whatsoever, express or implied, as to the future performance of the non-equity securities. Furthermore, the issuer of the non-equity securities used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component does not assume any obligations to take the interest of the Issuer of the Securities or those of the Holders into consideration for any reason. None of the issuers of the underlying non-equity securities are responsible for, and have participated in, the determination of the timing of, prices for or quantities of, the Securities.

(d) Risks associated with Securities with a precious metal or a commodity as the Underlying or a Basket Component or Reference Portfolio Component

If in the relevant Final Terms a precious metal or a commodity is specified as the Underlying or a Basket Component or Reference Portfolio Component, as the case may be, potential investors should consider the following risks specifically related to precious metals or commodities as Underlying or a Basket Component or Reference Portfolio Component, as the case may be:

Similar risks to a direct investment in the precious metals or commodities

An investment in Securities using precious metals or commodities as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component may bear similar risks to a direct investment in the relevant underlying commodity(ies) or precious metal(s). Commodities (e.g. oil, gas, wheat, corn) and precious metals (e.g. gold, silver) are traded mainly on specialised exchanges or directly among market participants (over the counter). An investment in commodities and precious metals is associated with a greater risk than investments in e.g. bonds, currencies or stocks as prices in this asset category are subject to greater fluctuations (volatility) as trading in commodities and precious metals serves speculative reasons and may be less liquid than e.g. stock markets.

Dependence on the value of the precious metals or commodities

The following factors (which is a non-exhaustive list) may influence commodity and precious metal prices: supply and demand; speculations in the financial markets; production bottlenecks; delivery difficulties; few market participants; production in emerging markets (political disturbances, economic crises); political risks (war, terrorist actions); unfavourable weather conditions; natural disasters.

In cases of precious metals or commodities used as the Underlying, it should be noted that the values are traded 24 hours a day through the time zones of Australia, Asia, Europe and America. This may lead to a determination of different values of the relevant Underlying in different places. Potential investors of the Securities should, therefore, be aware that a relevant limit, barrier or, as the case may be, threshold, if applicable, described in the terms and conditions of the Securities, may be reached, exceeded or fallen short at any time and even outside of local or the business hours of the Issuer, the Calculation Agent or the Managers.

Cartels and regulatory changes

A number of companies or countries producing commodities and precious metals have formed organisations or cartels to control the offer and thus influence prices. On the other hand, the commodities and precious metals trade is subject to regulatory supervision or market rules the application of which may also have negative impacts on the pricing of the precious metals concerned.

Limited liquidity

Many commodities and precious metals markets are not particularly liquid and may therefore not be able to react swiftly and in a sufficient manner to changes to the offer or demand side. In case of a low liquidity, speculative investments of individual market participants may result in distorted prices.

Political risks

Precious metals are often extracted in emerging markets and acquired by industrialised nations. The political and economic situation of emerging markets, however, is less stable than in the industrialised nations. They are more likely to face risks of quick political change or cyclical downturns. Political

crises may unsettle the confidence of Holders which, in turn, may affect the prices of the goods. Acts of war or conflicts may change the offer and demand sides of specific precious metals. It is also possible that industrialised nations lay an embargo on the import or export of precious metals and services which may directly or indirectly affect the price of a precious metal used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component.

(e) Risks associated with Securities with an index as the Underlying or a Basket Component or Reference Portfolio Component

If in the relevant Final Terms an index is specified as the Underlying or a Basket Component or Reference Portfolio Component, as the case may be, potential investors should consider the following risks specifically related to indices as Underlying or a Basket Component or Reference Portfolio Component, as the case may be:

Similar risks to a direct investment in the index components

The market price of the Securities with an index used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component depends on the performance of the index. The performance of the index is subject to the performance of the components of the respective index. Accordingly, an investment in Securities with an index used as the Underlying or, as the case may be, Basket Component or Reference Portfolio Component may bear similar risks to a direct investment in the index components.

Dependence on the value of the index components

The value of the index will be calculated on the basis of the value of its components. Changes to the prices of the index components, the composition of the index as well as other factors which (may) affect the value of the index components, will also affect the value of the Securities which are linked to the relevant index and may thus affect the return on any investment in such Securities. Fluctuations in the value of an index component may be set-off or enhanced by fluctuations in the value of other index components. The historic performance of the index does not constitute a guarantee of its future performance. An index used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component might not be available during the full term of the Securities, might be exchanged or continued to be calculated by the Issuer itself. In such or other cases as mentioned in the terms and conditions of the Securities, the Issuer is in accordance with the terms and conditions entitled to terminate the Securities.

It is possible that the index used as Underlying or, as the case may be, a Basket Component or Reference Portfolio Component only reflects the performance of assets in certain countries or certain industry sectors. In that case, the Holders are facing concentration risks. In case of unfavourable economic developments in a country or with regard to one industry sector such development may have negative impacts for the Holder. If several countries or sectors are represented in one index, it is possible that these are weighted in an uneven manner. This means that an unfavourable development in a country or one industry sector with high weighting in the index will affect the value of the index in an proportionately negative manner.

Holders should be aware that selecting an index is not based on the expectations or evaluations of the Issuer or the Calculation Agent with regard to the future performance of the selected index. Holders should therefore assess the future performance of an index based on their own knowledge and the information available to them.

Influence of the Issuer or the index sponsor on the index

If the Issuer or any of its affiliates is not the index sponsor, the index composition of the respective index as well as the method of calculating the index is determined by the index sponsor alone or in cooperation with other entities. In this case, the Issuer has no influence on the composition or method of calculating the index. An amendment of the index composition may have an adverse impact on its performance. If, after an amendment by the index sponsor, the index is no longer comparable to the original index the Issuer has the right to adjust or terminate the Securities, if so specified in the Final Terms. Such an adjustment or termination may lead to losses for the Holders.

In accordance with the relevant index rules, the index sponsor may be entitled to make changes to the composition or calculation of the index, which may have a negative effect on the performance of the Securities, or to permanently discontinue the calculation and publication of the index used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component without issuing a successor index.

If the Issuer or any of its affiliates is not the index sponsor, Securities with an index as Underlying are not in any way sponsored, endorsed, sold or promoted by the index sponsor. Such index sponsor makes no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the index or the value at which the index stands at any particular time. Such an index is determined, composed and calculated by its respective index sponsor, without regard to the Issuer or the Securities. Such an index sponsor is not responsible or liable for the Securities to be issued, the administration, marketing or trading of the Securities.

If the Issuer or any of its affiliates acts as index sponsor or as index calculation agent, conflicts of interests may arise, since any calculation and/or determination of the index sponsor or as index calculation agent has immediate impact on the amount payable under the Securities.

Potential investors in the Securities should furthermore be aware that the Issuer is in case that the calculation and/or publication of the index used as the Underlying is permanently discontinued, pursuant to the terms and conditions of the Securities, entitled to terminate and redeem the Securities in total prior to the scheduled maturity of the Securities.

Risks associated with new or not customary indices

Using a not customary or new index as Underlying or, as the case may be, Basket Component or Reference Portfolio Component may involve a lower level of transparency as regards the composition, continuation and calculation of the index than using a customary index accepted in the financial markets would. Information concerning a not customary index may be less readily available and the composition of such an index may depend much more on subjective criteria than the composition of a customary index would.

Potential investors should be aware that each of these risks may have a material adverse effect on the level or availability of the index and consequently on the value of the Securities.

Adverse effect of fees on the index

An index used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component may in accordance with its index rules include fees (e.g. calculation fees or fees related to changes in the composition of the index), which are taken into account when calculating the level of the index. As a result, any of these index fees reduce the level of the index and have an adverse effect on the index and on any amounts to be paid under the Securities.

Dividends are not taken into account / price index

If the index used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component is calculated as a so-called price index, dividends or other distributions, if any, that are paid out from the index components are not taken into account when calculating the level of the index and may have a negative impact on the price of the index, because the index components will be traded at a discount after the pay-out of dividends or distributions. Thus, Holders generally do not participate in any dividends or other distributions paid out or made on components contained in the index used as an Underlying or, as the case may be, as a Basket Component or Reference Portfolio Component.

Risks in relation to the comparison of the performance of a price index and a performance or total return index

If, for the calculation or specification of amounts payable under the Securities, the performance of a price index is compared with the performance of a total return index potential investors should note that the calculation of the price index does - in contrast to a total return index - not take into account dividends or other distributions, if any, that are paid out from the index components. As a

result, the performance of a total return index will - compared to the performance of a price index - always look more positive than the performance of the price index.

The basis of calculating the price of the Underlying or, as the case may be, the Basket Component or Reference Portfolio Component may change during the term of the Security

The basis of calculating the price of the index used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component or of the index components may vary during the term of the Securities and may negatively affect the market value of the Securities.

Risk of country or sector related indices

If an index used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component reflects the performance only of assets in some countries or industries, this index is affected disproportionately negative in case of an unfavourable development in such a country or sector.

Currency exchange risk contained in the index

Index components may be listed in a different currency and therefore be exposed to different currency influences (this applies particularly for country or sector related indices). Also, it is possible that index components are converted first from one currency to the currency which is relevant for the calculation of the index only to then have to be converted again in order to calculate or specify an amount payable under the Securities. In such cases, Holders bear several currency risks, which may not be clearly recognisable for Holders.

Adverse effect of fees on the index level

If the index composition, specified in the relevant description of the index, changes, fees may arise, which reduce the level of the index used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component. This may have a negative effect on the performance of the index and on the amounts to be paid under the Securities. In case of indices which reflect certain markets or industry sectors by using certain derivative financial Securities, this may lead to higher fees and thus lower performance of the index than in case of a direct investment in these markets or industry sectors.

Publication of the index composition not constantly updated

Some index sponsors publish the composition of the relevant indices not completely or only after a time lag on a website or in other media specified in the Final Terms. In this case the composition shown might not always be the current composition of the respective index used for calculating the Securities. The delay may be substantial, may under certain circumstances last several months and the calculation of the Securities may be negatively affected.

(f) Risks associated with Securities with not exchange traded fund units as the Underlying or a Basket Component or Reference Portfolio Component

If in the relevant Final Terms not exchange traded fund units are specified as the Underlying or a Basket Component or Reference Portfolio Component, as the case may be, potential investors should consider the following risks specifically related to not exchange traded fund units as Underlying or a Basket Component or Reference Portfolio Component, as the case may be:

Similar risks to a direct investment in fund units

The level of the redemption amount, if any is determined by reference to the price of the fund units used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component. Consequently, any investment in the Securities is, to a certain extent, subject to market risks similar to direct investment in the fund units. **Potential investors should seek respective advice and familiarise themselves with the specific risk profile of the fund and the category of assets, in which the fund invests, and seek the advice of a professional, if necessary.**

Market risk

Given that reduced market prices or losses in value incurred by the securities or other investments held by the fund used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component, will be reflected in the price of individual fund units, there is a principal risk of a decrease in the unit prices. Even a broad variation and diversification of the fund's investments cannot avoid the risk that a decreasing overall development at certain markets or stock exchanges results in a decrease of fund unit prices.

Illiquid investments

The fund may invest in assets that are illiquid or subject to a minimum holding period. It may therefore be difficult for the fund to sell these assets at a reasonable price or at all if it is forced to do so in order to generate liquidity. The fund may suffer considerable losses if it needs to sell illiquid assets in order to redeem units and selling the illiquid assets is only possible at a very low price. This may negatively affect the value of the fund and thus of the Securities.

Investments in illiquid assets may also result in difficulties when calculating the net asset value of the fund and thus delay distributions in connection with the Securities.

Delayed publication of the net asset value

It may be possible in certain situations that the publication of the net asset value by a fund is delayed. This may result in a delay of the redemption of the Securities and have a disadvantageous effect on the value of the securities, for instance, in case of a negative market development. In addition, Holders face the risk that in case of a delayed redemption of the Securities they will be able to reinvest the relevant return only at a later point in time and, maybe at less favourable terms.

Liquidation of a fund

It cannot be ruled out that a fund is liquidated during the term of the Securities. In such case, the issuer shall be entitled to modify the relevant terms and conditions of the Securities accordingly. Such modifications may, in particular, consist of one fund being replaced by another fund. In addition, there is also the possibility of a premature termination of the Securities by the Issuer.

Concentration risks

The fund used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component may in accordance with its fund rules concentrate its assets with a focus on certain countries, regions or industry sectors. This can result in the fund being subject to a higher volatility as compared to funds with a broader diversification as regards countries, regions or industry sectors. The value of investments in certain sectors, countries or regions may be subject to strong volatility within short periods of time. This also applies to funds focusing their investments on certain asset classes such as commodities. Funds investing their assets in less regulated, small and exotic markets, are subject to certain further risks. Such risks may include the risk of government interventions resulting in a total or partial loss of assets or of the ability to acquire or sell them at the fund's discretion. Such markets may not be regulated in a manner typically expected from more developed markets. If a fund concentrates its assets in emerging markets, this may involve a higher degree of risk as exchanges and markets in these emerging market countries or certain Asian countries such as Indonesia may be subject to stronger volatility than exchanges and markets in more developed countries. Political changes, foreign currency exchange restrictions, foreign exchange controls, taxes, restrictions on foreign investments and repatriation of invested capital can have a negative impact on the investment result and therefore the value of the fund units in the fund.

Currency risks

In case of the investments of the fund used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component being denominated in different currencies or in case of the investment and the fund units being denominated in a currency other than the currency in which the net asset value is calculated, certain additional correlation risks may apply. These correlation risks depend on the degree of dependency of currency fluctuations of the relevant foreign

currency to the currency in which the net asset value is calculated. Hedging transactions, if any, of the fund may not exclude these risks.

Markets with limited legal certainty

The fund used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component may invest in markets with a low legal certainty and will then be subject to additional risks, such as the risk of reliable governmental measures, which may entail a loss in the fund's value.

Dependence on investment manager

The performance of the fund used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component depends on the performance of the investments chosen by the investment manager in order to implement the applicable investment strategy. In practice, the fund's performance strongly depends on the expertise of the investment manager responsible for making the investment decisions. If such investment manager leaves the fund or is replaced, this may result in losses and/or a liquidation of the fund concerned.

The investment strategies, the investment restrictions and investment objectives of a fund may allow for considerable room for an investment manager's discretionary decision when investing the relevant assets and no warranty can be given that the investment manager's investment decisions will result in profits or that these constitute an effective hedging against market or other risks. No warranty can be given that the fund will be able to successfully implement its investment strategy as outlined in its documentation. It is therefore possible that, despite funds with a similar investment strategy experiencing a positive performance, the performance of the fund underlying the Securities (and thus the Securities) undergo a negative development.

Conflicts of interest

In the operation of the fund used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component certain conflicts of interest may arise that can have negative impact on the fund's performance. For persons involved in the fund management or advisory activities in relation to the fund conflicts of interest can arise from retrocessions or other inducements. In addition, persons involved in the fund management or advisory activities to the fund or their employees may provide services such as management, trading or advisory services for third parties at the same time. Although they will usually aim to distribute the investment opportunities equally to their clients, the fund portfolio and portfolios of other clients may differ even if their investment objectives are similar. Any of these persons might be induced to allocate lucrative assets first to a portfolio involving the highest fees. Persons providing management, trading or advisory services to the fund may make recommendations or enter into transactions which are different to those of the fund or may even compete with the fund.

Fees on different levels

Fees charged by the fund used as the Underlying or, as the case may be, a Basket may have a significant negative impact on the value of the fund units and the net asset value of the fund. Fees charged in relation to a fund can be incurred on different levels. Usually fees, e.g. management fees, are incurred at fund level. In addition, expenses and cost may be incurred when the services of third parties are commissioned in connection with the fund administration. With respect to investments made by the fund, such as investments in other funds or other collective investment vehicles, further charges might be incurred. This may have a negative impact on these investments and, consequently, in the fund's performance.

Performance fees may be agreed upon on the level of the fund. Such fee arrangements can create an inducement to invest assets in a more risk oriented or speculative manner than would be the case if no performance fee arrangement existed. Performance fees may even be incurred where the overall fund performance is negative. Consequently performance fees can be incurred on the level of the fund even if an investment in the Securities results in a loss to the investor.

Limited Supervision

Funds may not be regulated or may invest in investment vehicles that are not subject to supervision. If unregulated funds become subject to supervision, this may negatively impact the value of the Fund, and, consequently, of the Securities.

(g) Risks associated with Securities with exchange traded fund units as the Underlying or a Basket Component or Reference Portfolio Component

If in the relevant Final Terms exchange traded fund units are specified as the Underlying or a Basket Component or Reference Portfolio Component, as the case may be, potential investors should consider the following risks specifically related to exchange traded fund units in an exchange traded fund as Underlying or a Basket Component or Reference Portfolio Component, as the case may be:

Similar risks to a direct investment in fund units

The level of the redemption amount, if any is determined by reference to the price of so-called exchange traded funds used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component. Consequently, any investment in the Securities is, to a certain extent, subject to market risks similar to direct investment in the fund units. Potential investors should seek respective advice and familiarise themselves with the specific risk profile of the fund and the category of assets, in which the fund invests, and seek the advice of a professional, if necessary.

Concept of an Exchange Traded Fund; Listing

An exchange traded fund ("**ETF**" or the "**Fund**") is a fund managed by a domestic or non-domestic management company or, as the case may be, an estate organised as a corporate fund, whose fund units are listed on a securities exchange. No assurance is given that such admission or listing will be maintained during the whole life of the Securities. In addition, a listing does not imply that the fund units are liquid at any time and, hence, may be sold via the securities exchange at any time, since trading in the securities exchange may be suspended in accordance with the relevant trading rules.

Pricing Factors; Use of Estimates

The price of the ETF used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component mainly depends in the price per unit of the ETF and, consequently, on the aggregate value of assets held by the ETF less any liabilities, so-called net asset value. Any negative performance or losses of the securities or other investments made by the Fund for the purposes of replicating the performance of a benchmark (cf. below "Replication of the performance of a benchmark; tracking error") will result in a loss of the Fund and a decline in the value of the fund units. Even a broad spread of its investments and a strong diversification of the Fund's investments cannot exclude the risk that any negative development on certain markets or exchanges will lead to a decline in the price per unit of the ETF.

As ETFs generally calculate their net asset value on a daily basis only, the price of the ETF as continuously published by the securities exchange is usually based on the estimated net asset values. These estimates may differ from the final net asset value as subsequently published by the Funds. Therefore, the general risks during trading hours exists that the performance of the ETF and of its actual net asset value may deviate.

Replication of the performance of a benchmark; tracking error

ETFs are designed to replicate as closely as possible the performance of an index, Basket Component or specific single assets (each an "**ETF-Benchmark**"). However, the ETF conditions can allow an ETF-Benchmark to be substituted. Therefore, an ETF might not always replicate the original ETF-Benchmark.

For the purpose of tracking an ETF-Benchmark, ETFs can use full replication and invest directly in all components comprised in the ETF-Benchmark, synthetic replication using for example a swap, or other tracking techniques such as sampling. The value of the ETFs is therefore in particular based on the performance of the holdings used to replicate the ETF-Benchmark. There is the risk that the performance of the ETF differs from the performance of the ETF-Benchmark (tracking error).

Unlike other collective investment schemes, ETFs are usually not actively managed by the management company of the ETF. In fact, investment decisions are determined by the relevant ETF-Benchmark and its components. In case that the underlying ETF-Benchmark shows a negative performance, ETFs are subject to an unlimited performance risk in particular when they are using full replication or synthetic replication techniques. This can have a negative impact on the performance of the Securities.

Tracking an ETF-Benchmark typically entails further risks:

- An ETF using a full replication technique for tracking the performance of the ETF-Benchmark may not be able to acquire all components of that ETF-Benchmark or sell them at reasonable prices. This can affect the ETF's ability to replicate the ETF-Benchmark and may have a negative effect on the ETF's overall performance.
- ETFs using swaps for synthetic replication of the ETF-Benchmark may be exposed to the risk of a default of their swap counterparties. ETFs might retain substituting contractual rights in case of default of the swap counterparty. However, it cannot be excluded that the ETF does not receive or not receive the full amount due to it if the Swap counterparty were not in default.
- ETFs replicating the ETF-Benchmark using sampling techniques (i.e. not using full replication and without using swaps) may create portfolios of assets which are not ETF-Benchmark components at all or do only comprise some components of the ETF-Benchmark. Therefore, the risk profile of such ETF is not necessarily consistent with the risk profile of the ETF-Benchmark.
- If ETFs use derivatives to replicate or to hedge its positions, this may result in losses which are significantly higher than any losses of the ETF-Benchmark (leverage effect).

Concentration risks

An ETF used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component may in accordance with its fund rules concentrate its assets with a focus on certain countries, regions or industry sectors while replicating the ETF-Benchmark. This can result in the ETFs being subject to a higher volatility as compared to funds with a broader diversification as regards countries, regions or industry sectors. The value of investments in certain sectors, countries or regions may be subject to strong volatility within short periods of time. This also applies to ETFs focusing their investments on certain asset classes such as commodities. ETFs investing their assets in less regulated, small and exotic markets, are subject to certain further risks. Such risks may include the risk of government interventions resulting in a total or partial loss of assets or of the ability to acquire or sell them at the fund's discretion. Such markets may not be regulated in a manner typically expected from more developed markets. If an ETF concentrates its assets in emerging markets, this may involve a higher degree of risk as exchanges and markets in these emerging market countries or certain Asian countries such as Indonesia may be subject to stronger volatility than exchanges and markets in more developed countries. Political changes, foreign currency exchange restrictions, foreign exchange controls, taxes, restrictions on foreign investments and repatriation of invested capital can have a negative impact on the investment result and therefore the value of the fund units in the ETF.

Currency risks

In case of the investments of the ETF fund used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component being denominated in different currencies or in case of the investment and the fund units being denominated in a currency other than the currency in which the net asset value is calculated, certain additional correlation risks may apply. These correlation risks depend on the degree of dependency of currency fluctuations of the relevant foreign currency to the currency in which the net asset value is calculated. Hedging transactions, if any, of the ETF may not exclude these risks. Furthermore, it should be noted that the ETF-Benchmark may not be denominated in the fund's base currency. If the ETF-Benchmark is converted into the ETF currency in particular for determining fees and costs, currency exchange rate fluctuations may have a negative impact on the value of the fund units in the ETF.

Conflicts of interest

In the operation of the ETF certain conflicts of interest may arise that can have negative impact on the ETF's performance. For persons involved in the fund management or advisory activities in relation to the ETF conflicts of interest can arise from retrocessions or other inducements. In addition, persons involved in the fund management or advisory activities to the ETF or their employees may provide services such as management, trading or advisory services for third parties at the same time. Although they will usually aim to distribute the investment opportunities equally to their clients, the fund portfolio and portfolios of other clients may differ even if their investment objectives are similar. Any of these persons might be induced to allocate lucrative assets first to a portfolio involving the highest fees. Persons providing management, trading or advisory services to the ETF may make recommendations or enter into transactions which are different to those of the ETF or may even compete with the ETF.

Fees on different levels

Fees charged by the ETF may have a significant negative impact on the value of the fund units and the net asset value of the ETF. Fees charged in relation to an ETF can be incurred on different levels. Usually fees, e.g. management fees, are incurred at fund level. In addition, expenses and cost may be incurred when the services of third parties are commissioned in connection with the fund administration. With respect to investments made by the ETF, such as investments in other funds or other collective investment vehicles, further charges might be incurred. This may have a negative impact on these investments and, consequently, in the ETF's performance.

Performance fees may be agreed upon on the level of the ETF. Such fee arrangements can create an inducement to invest assets in a more risk oriented or speculative manner than would be the case if no performance fee arrangement existed. Performance fees may even be incurred where the ETF underperforms the ETF-Benchmark. Even if the ETF outperforms its ETF-Benchmark, performance fees might be triggered even though the overall fund performance is negative (for example where the ETF- Benchmark's performance is negative). Consequently performance fees can be incurred on the level of the ETF even if an investment in the Securities results in a loss to the investor.

Limited supervision

Funds may not be regulated or may invest in investment vehicles that are not subject to supervision. If unregulated funds become subject to supervision, this may negatively impact the value of the Fund, and, consequently, of the Securities.

(h) Risks associated with Securities with futures contracts as the Underlying or a Basket Component or Reference Portfolio Component

If in the relevant Final terms a futures contract is specified as the Underlying or a Basket Component or Reference Portfolio Component, as the case may be, potential investors should consider the following risks specifically related to futures contracts as Underlying or a Basket Component or Reference Portfolio Component, as the case may be:

Similar risks to a direct investment in futures contracts

The level of the redemption amount, if any is determined by reference to the price of the futures contract used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component. Consequently, any investment in the Securities is, to a certain extent, subject to market risks similar to direct investment in the futures contract.

Futures contracts are standardised transactions

Futures contracts used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component are standardised transactions relating to financial instruments (e.g. shares, indices, interest rates, currencies) - so-called financial futures- or to commodities and precious metals (e.g. oil, wheat, sugar, gold, silver) - so-called commodities futures.

A futures contract represents a contractual obligation to buy or sell a fixed amount of the underlying commodities, precious metals or financial instruments on a fixed date at an agreed price. Futures contracts are traded on futures exchanges and are standardised with respect to contract amount, type, and quality of the Underlying, as well as to delivery locations and dates (where applicable). Futures, however, are normally traded at a discount or premium to the spot prices of their Underlying.

Securities with rolling futures contracts as Underlying or, as the case may be, as Basket Component or Reference Portfolio Component

For the purpose of trading on an exchange, futures contracts are standardised with respect to their term (e.g. 3, 6, 9 months). Futures contracts used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component may have an expiration date different from the term of the Securities. In such a case, the Issuer will replace the underlying futures contract by a futures contract which - except for its expiration date, which will occur on a later date - has the same contract specifications as the initial Underlying (the "**Roll-over**"). Such a Roll-over can be repeated several times.

Contango and backwardation

The prices of the longer-term and the shorter-term futures contract used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component can differ even if all other contract specifications are the same. If the prices of longer-term futures contracts are higher than the price of the shorter-term futures contract to be exchanged (so-called contango), the number of futures contracts held is reduced with the Roll-over. Conversely, if the prices of short-term futures are higher (so-called backwardation), the number of futures contracts held is increased with the Roll-over (without taking into account roll-over expenses). In addition, expenses for the roll-over itself are incurred. This may result in a negative effect for the value of the Securities and the redemption.

Replacement or termination

If it is impossible to replace an expiring futures contract with a futures contract with identical features (except for the term to maturity), the Final Terms may provide for replacement with another, potentially less advantageous, futures contract or termination by the Issuer. Therefore, Holder cannot rely on participating in the performance of the original futures contract throughout the entire term of the Securities.

No parallel development of spot price and futures price

Futures prices can differ substantially from the spot price of the underlying financial instrument (e.g. shares, indices, interest rates, currencies) or underlying commodity and precious metal (e.g. oil, wheat, sugar, gold, silver). Moreover, the investor in Securities linked to the futures price of a certain Underlying (e.g. financial instrument, commodity or precious metal) must be aware of the fact that the futures price and, accordingly, the value of the Securities does not always move in the same direction or at the same rate as the spot price of such Underlying. Therefore, the value of the Securities can fall substantially even if the spot price of the relevant Underlying of the futures contract remains stable or rises.

(i) Risks associated with Securities with and interest rate or a reference rate as the Underlying or a Basket Component or Reference Portfolio Component

If in the relevant Final Terms an interest rate or a reference rate is specified as the Underlying or a Basket Component or Reference Portfolio Component, as the case may be, potential investors should consider the following risks specifically related to interest rates and reference rates as Underlying or a Basket Component or Reference Portfolio Component, as the case may be:

The level of the redemption amount, if any is determined by reference to the price of the interest rate or, as the case may be, reference rate used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component. Consequently, any investment in the Securities is,

to a certain extent, subject to market risks similar to direct investment in an interest rate or, as the case may be, a reference rate.

Interest rates and reference rates used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component are determined by offer and demand on the international money and capital markets, which in turn are influenced by economic factors, speculation and interventions by central banks and governments as well as other political factors. The interest rate level on the money and capital markets is often highly volatile. Holders are subject to the risk of changing interest rates, because an investment in the Securities linked to an interest rate as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component may bear similar market risks to a direct investment in an interest rate.

(j) Risks associated with Securities with currency exchange rates as the Underlying or a Basket Component or Reference Portfolio Component

If in the relevant Final Terms a currency exchange rate is specified as the Underlying or a Basket Component or Reference Portfolio Component, as the case may be, potential investors should consider the following risks specifically related to currency exchange rates as Underlying or a Basket Component or Reference Portfolio Component, as the case may be:

Securities with currency exchange rates used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component refer to a specific currency or specific currencies. Payments depend on the performance of the underlying currency(ies) and may be substantially less than the amount originally invested by the Holder. An investment in Securities linked to currency exchange rates as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component may bear similar market risks to a direct investment in the relevant underlying currency(ies). In particular, this will apply if the relevant underlying currency is the currency of an emerging market jurisdiction. Therefore, potential investors should be familiar with foreign exchange rates as an asset class. Furthermore, legal restrictions on the free exchangeability may adversely affect the value of the Securities.

In cases of currency exchange rates used as the Underlying or, as the case may be, a Basket Component or Reference Portfolio Component, it should be noted that the values are traded 24 hours a day through the time zones of Australia, Asia, Europe and America. **Potential investors of the Securities should, therefore, be aware that a relevant limit or, as the case may be, threshold, if applicable, described in the terms and conditions of the Securities, may be reached, exceeded or fallen short at any time and even outside of local or the business hours of the Issuer, the Calculation Agent or the Manager.**

(k) Risks associated with Securities linked to a Reference Portfolio as the Underlying or a Basket Component

If in the relevant Final Terms a Reference Portfolio is specified as the Underlying or a Basket Component, as the case may be, potential investors should consider the following risks specifically related to Reference Portfolios as Underlying or a Basket Component, as the case may be:

Specific risks with respect to Portfolio Certificates

Potential investors in Portfolio Certificates should be aware that, on the maturity date and unless the Securities have terminated and been redeemed early, Holders are entitled to receive a redemption amount in the redemption currency equal to the final reference portfolio level divided by the initial reference portfolio level.

Therefore, Holders of Portfolio Certificates should be aware that the redemption amount payable in accordance with the terms and conditions of the Securities depends on the performance of the Reference Portfolio and that a poor performance of the Reference Portfolio would result in a correspondingly lower redemption amount under the Securities. If the Level of the Reference Portfolio becomes zero, there will be no final payment under the Securities. In such case, the Holder will suffer **a total loss of the invested capital.**

Specific risks with respect to Portfolio Certificates (with minimum redemption amount)

Potential investors in Portfolio Certificates (with minimum redemption amount) should be aware that, on the maturity date and unless the Securities have terminated and been redeemed early, Holders are entitled to receive a redemption amount in the redemption currency equal to the higher of (i) the final reference portfolio level divided by the initial reference portfolio level and (ii) the minimum amount, as specified in the relevant Final Terms.

Therefore, Holders of Portfolio Certificates (with minimum redemption amount, as specified in the relevant Final Terms), should be aware that the redemption amount payable in accordance with the terms and conditions of the Securities depends on the performance of the Reference Portfolio and that a poor performance of the Reference Portfolio would result in a correspondingly lower redemption amount under the Securities. If the final reference portfolio level divided by the initial reference portfolio level is lower than the minimum amount, Holders will receive such minimum amount. However, potential investors should be aware that the minimum amount may be lower (including significantly lower) than the amount invested and, accordingly, in case of negative developments in the Level of the Reference Portfolio, potential investors may suffer a **partial loss** or, in case of a low minimum amount, **almost total of the invested capital**.

Accordingly, an investment in the Securities involves a valuation risk with regard to the Reference Portfolio. Prospective investors should have experience with transactions in securities with a value derived from reference portfolios and their respective constituents. The value of the Reference Portfolio may vary over time and may increase or decrease by reference to a variety of factors which may include macro-economic factors and speculation. In addition, the historical performance of the Reference Portfolio and its respective Reference Portfolio Constituents is not an indication of its future performance. Changes in the prices in relation to the Reference Portfolio and its respective Reference Portfolio Constituents will affect the trading price of the Securities, and it is impossible to predict whether the prices in relation to the Reference Portfolio and its respective Reference Portfolio Constituents will rise or fall.

Specific risks related to the early termination of the Securities

In case of an automatic termination of the Securities or a termination of the Securities by the Issuer, as specified in the relevant Final Terms, Holders bear the risk that they will not benefit from any future increases in the Level of the Reference Portfolio until the scheduled maturity date.

Specific risks related to the extension of the term of the Securities

If the Issuer exercises its unilateral option, if applicable, as specified in the Final Terms of the Securities to extend the term of the Securities and the Holders do not object to such exercise, investors in the Securities will receive any final payments under the Securities later than scheduled. In such case, Holders bear the risk of poor performance of the Reference Portfolio during the extension period which could result in a total loss of the invested capital.

Currency risk contained in the Reference Portfolio

The assets or investments reflected in the Reference Portfolio may be traded or calculated in a currency other than the Reference Portfolio itself. This is the case in particular with cross-border indices and funds where the fund units are used as Reference Portfolio Constituents. A company whose shares are used as Reference Portfolio Constituents might also have a significant portion of its assets denominated in currencies other than the currency in which the share value is calculated.

For the purpose of determining the price of any Reference Portfolio Constituent (e.g. the relevant share value), the currency of the relevant assets is converted into the currency of the Reference Portfolio. This is usually done on the basis of an currency exchange rate. Currency exchange rates are at times subject to considerable fluctuations and can change significantly over time. Consequently, the Level of the Reference Portfolio may rise or fall even if the value of the relevant Reference Portfolio Constituents remains stable.

Any unfavourable developments in the value of the currency in which the Reference Portfolio Constituents are traded or calculated against the redemption currency may reduce the value of the Securities and may even result in partial loss of invested capital even in case of a favourable performance of the Reference Portfolio Constituents.

Specific risks related to market disruption and unwind disruption in respect of the Securities

The occurrence of a market disruption or, as the case may be, unwind disruption, may cause a delay in the termination and/or redemption of the Securities and the payment of any associated amounts. It is also possible that the price of any Reference Portfolio Constituents determined by the Calculation Agent following the occurrence of a market disruption or, as the case may be, unwind disruption turns out to be inaccurate. This could result in a partial loss of the invested capital.

The Calculation Agent may determine that a market disruption has occurred with respect to any Reference Portfolio Constituent (or, in respect of a rebalancing only, any eligible constituent) and/or that such market disruption is ongoing. Further, the Calculation Agent may determine that an unwind disruption has occurred with respect to any Reference Portfolio Constituent. Such determination would be made in accordance with section P.II (*Market Disruption; unwind disruption*) of the Additional General Conditions applicable to Securities linked to a Reference Portfolio. In making such determination the Calculation Agent acts in its reasonable discretion and is not bound by any third-party measures or assessments.

The occurrence of a market disruption or, as the case may be, unwind disruption may lead to a postponement of the valuation date with respect to some or all of the Reference Portfolio Constituents until such date when such market disruption or, as the case may be, unwind disruption is no longer continuing. It may also lead to the Calculation Agent determining the price of such Reference Portfolio Constituents in its reasonable discretion. The price of such Reference Portfolio Constituents is required for calculating the applicable redemption amount, automatic termination amount, termination amount or, as the case may be, Holder termination amount payable in connection with the termination and/or redemption of the Securities. Therefore, the occurrence of a market disruption or, as the case may be, unwind disruption may cause a delay in the termination and/or redemption of the Securities and the payment of any associated amounts. It is also possible that the price of any Reference Portfolio Constituents determined by the Calculation Agent turns out to be inaccurate. This could result in a partial loss of the invested capital.

Specific risks related to adjustments of the Level of the Reference Portfolio, or the terms and conditions of the Securities by the Issuer and the Calculation Agent

Adjustments by the Issuer and the Calculation Agent to the Level of the Reference Portfolio or the terms and conditions of the Securities made in accordance with the terms and conditions of the Securities, if inaccurate or insufficient, may not preserve the underlying concept or calculation of the Reference Portfolio applicable prior to such changes and could therefore have an adverse effect on the value of the Securities. This could result in a partial loss of the invested capital.

Any changes to the calculation (including corrections) to the Reference Portfolio or of the composition of the Reference Portfolio or of the exposure or weight of any Reference Portfolio Component would not generally lead to an adjustment of either the Level of the Reference Portfolio or the terms and conditions of the Securities. However, if, following such changes, the Issuer and the Calculation Agent, in their reasonable discretion, determine that, following such changes, the underlying concept and the calculation of the Reference Portfolio are no longer comparable to the underlying concept or calculation of the Reference Portfolio applicable prior to such changes, the Issuer and the Calculation Agent shall be entitled to make adjustments to the Level of the Reference Portfolio or the terms and conditions of the Securities in accordance with P.I of the Additional General Conditions applicable to Securities linked to a Reference Portfolio.

While the Securities would remain outstanding after any such adjustments made by the Issuer and the Calculation Agent, the Holder is exposed to the risk that any such adjustments would subsequently turn out to be have been inaccurate or insufficient. This may result in the Holders being placed in an inferior financial position than existed prior to any such adjustments, including a partial loss of the invested capital.

Specific risks related to the lack of direct correlation between the performance of underlyings, individual Reference Portfolio Constituents and the overall performance of the Reference Portfolio

Potential investors bear the risk that the positive performance of individual Reference Portfolio Constituents does not directly correlate to an overall positive performance of the Reference Portfolio.

The level of any redemption amount under the Securities depends on the performance of the Reference Portfolio Constituents comprising the Reference Portfolio. As a result, fluctuations in the value of one Reference Portfolio Constituent may be offset or intensified by fluctuations in the value of other Reference Portfolio Constituents comprised in the Reference Portfolio. Even in the case of a positive performance of one or more Reference Portfolio Constituents comprised in the Reference Portfolio, the performance of the Reference Portfolio as a whole may be negative if the performance of the other Reference Portfolio Constituents is negative to a greater extent. There can be a significant adverse effect on the calculation or specification of the redemption amount if the performance of one or more Reference Portfolio Constituents comprised in the Reference Portfolio, on which the calculation or specification of the redemption amount is based, has deteriorated significantly.

Furthermore, also the degree of the Reference Portfolio Constituents' dependency from each other, so-called correlation, is of importance when calculating the level of any redemption amount under the Securities. If all of the Reference Portfolio Constituents derive from the same economy sector or, as the case may be, the same country the development of the Reference Portfolio Constituents therefore depends on the development of a single economy sector or a single country. That implies that in the case of an unfavourable development of a single economy sector or a single country, which is represented by the Reference Portfolio Constituents, the Reference Portfolio may be affected over proportionally by this unfavourable development.

The reference portfolio advisor has the right, in certain circumstances as specified in the Final Terms, to adjust the Reference Portfolio (i.e. remove a Reference Portfolio Constituent from the Reference Portfolio without replacing it or replace a Reference Portfolio Constituent in whole or in part by another Reference Portfolio Constituent and/or if necessary by adjusting the weighting of the Reference Portfolio Constituents comprised in the Reference Portfolio). The Holder may not assume that the composition of the Reference Portfolio will remain constant during the life of the Securities.

Specific risks related to Holders having no recourse to the Reference Portfolio Components

Potential investors should be aware that the Securities do not create any entitlement, proprietary rights or recourse to any Reference Portfolio Components comprising the Reference Portfolio from time to time. Accordingly, in connection with all payments in respect of the Securities, the Holders are exposed solely to the credit risk of the Issuer and have no recourse to any underlying assets.

Specific risks related to fees deducted from the Level of the Reference Portfolio

Certain fees may be deducted from time to time from the Level of the Reference Portfolio. Such fees may include, without limitation: a fee payable to the Issuer; a fee payable to the reference portfolio advisor; a fee levied in connection with any adjustment of the Reference Portfolio Components; and a stock borrow fee. Some or all of these fees may be independent of the performance of individual Reference Portfolio Constituents and may be levied even in cases of negative performance of such Reference Portfolio Constituents. Conversely, in cases of positive performance of individual Reference Portfolio Constituents, the deduction of such fees could still result in an overall decrease in the Level of the Reference Portfolio. This would, in turn, lower the return on the Securities.

Specific risks related to the performance of the reference portfolio advisor

Potential investors bear the risk that investment decisions made by the reference portfolio advisor could result in a decline in the value of the Reference Portfolio. Further, potential investors bear the risk that the loss of one or more key individuals employed by the reference portfolio advisor could prejudice the reference portfolio advisor's ability to perform its responsibilities in relation to the Reference Portfolio. In either case, potential investors could realise a partial or total loss of the invested capital.

The positive development of the value of the Reference Portfolio depends upon the reference portfolio advisor selecting appropriate Reference Portfolio Constituents. There can be no assurance that the reference portfolio advisor will be able to do so. In particular, subjective (as opposed to systematic) decisions made by the reference portfolio advisor may cause the Reference Portfolio to decline

(or not to increase) in a manner which less subjective decision making might have avoided. Accordingly, potential investors could realise a partial or total loss of the invested capital.

Potential investors bear the risk that the loss of one or more key individuals employed by the reference portfolio advisor could have a material adverse effect on the reference portfolio advisor's ability to perform its responsibilities in relation to the Reference Portfolio. This could, in turn, result in a decline in the value of the Reference Portfolio. Accordingly, potential investors could realise a partial or total loss of the invested capital.

Specific risks related to potential conflicts of interest of the reference portfolio advisor

Because of conflicts of interest, the reference portfolio advisor may take decisions which are not in the Holders' interests. This could lead to a worse performance of the Reference Portfolio overall and, therefore, to lower returns realised by Holders.

The reference portfolio advisor may not only act as reference portfolio advisor with regard to the Reference Portfolio, but may at the same time act as asset manager or financial consultant with regard to Holders, which may induce potential conflicts between the Holders' interests and the reference portfolio advisor's interests, especially because the reference portfolio advisor receives part of the reference portfolio management fee. This could lead to a worse performance of the Reference Portfolio overall and, therefore, to lower returns realised by Holders.

Specific risks related to information about Reference Portfolio Constituents obtained from public sources

Potential investors bear the risk that the reference portfolio advisor makes investment decisions to invest in any Reference Portfolio Constituents based on inaccurate or incomplete information. In such cases, the investment may perform worse than originally anticipated which could result in a partial or total loss of the invested capital.

Information regarding any Reference Portfolio Constituent may not be publicly available or only available to a certain extent. In addition, any publicly available information may be published with delay and may not have been published or published in full at the time the reference portfolio advisor seeks the information or at the time any amounts payable under the Securities will be determined. The reference portfolio advisor may not make any "due diligence" investigation or any inquiry with respect to the Reference Portfolio Constituents beyond such information as is publicly available.

Investors in the Securities therefore bear the risk that any investment decisions made by the reference portfolio advisor regarding the composition of the Reference Portfolio at any time are based on information which is inaccurate or incomplete and that the reference portfolio advisor would not have made such investment decisions if they had had full or complete information. This could lead to worse performance of the Reference Portfolio Constituents than anticipated. Further, investors in the Securities bear the risk that public disclosure of information relating to any Reference Portfolio Constituent which takes place after their investment in the Securities could adversely affect the value of such Reference Portfolio Constituent and, therefore, the value of the Securities. This could even result in a partial or total loss of the invested capital.

(I) Risks in connection with specific Reference Portfolio Constituents comprising the Reference Portfolio

For a description of the risks in connection with specific Reference Portfolio Constituents comprising the Reference Portfolio, reference is made to the risk factors set forth in section B.III.2 (*Specific risks relating to the Underlying*) which apply *mutatis mutandis* with respect to the Reference Portfolio Constituents. Further risks relating to specific Reference Portfolio Constituents may be described in the relevant Final Terms of the Securities.

C. FURTHER RISK FACTORS RELATING TO THE SECURITIES

The relevant Final Terms prepared in connection with an issue of Securities may amend the risk factors set out above relating to the Securities and may also contain additional risk factors relating to the Securities.

CONSENT TO THE USE OF THE PROSPECTUS

The relevant Final Terms may specify that either (a) none of the Managers and no other financial intermediary, or (b) only one Manager or financial intermediary or several Managers and/or financial intermediaries named in the relevant Final Terms ("**Individual Consent**"), or (c) any Manager and/or financial intermediaries ("**General Consent**") is/are entitled to use this Base Prospectus in connection with the sale or placement of the relevant Securities. If the relevant Final Terms do not contain any specification as to whether any consent is given for the use of this Base Prospectus by a Manager and/or financial intermediary, only an Individual Consent for the benefit of the Managers but no other Individual Consent or General Consent shall be deemed to be given.

If the Issuer has given its Individual Consent or General Consent to the use of this Base Prospectus (including a deemed Individual Consent for the benefit of the Managers), the following shall apply:

- The Final Terms will specify that (in the case of an Individual Consent other than an Individual Consent for the benefit of the Managers only) only one or several Managers and/or financial intermediaries named in the relevant Final Terms or (in the case of a General Consent) each of the Managers and/or financial intermediaries selling or placing the Securities issued under this Base Prospectus is/are entitled to use this Base Prospectus (under which the offer of the Securities takes place) in Switzerland for the sale or placement of the relevant Securities during the period (a) this Base Prospectus is valid in accordance with article 55 of the FinSA and (b) the Securities may be offered under this Base Prospectus pursuant to the applicable Final Terms.
- The Issuer accepts responsibility for the information given in this Base Prospectus also with respect to such sale or placement of the relevant Securities for which it has given its Individual Consent or General Consent.
- The Base Prospectus may only be delivered to potential investors together with all supplements thereto published before such delivery. Any supplement to this Base Prospectus is available for viewing in electronic form on the website www.ubs.com/keyinvest or a successor or replacement address thereto notified by the Issuer to the Holders by way of publication on either www.ubs.com/keyinvest or another website notified by the Issuer to the Holders by way of publication on www.ubs.com/keyinvest.

In the relevant Final Terms, the Issuer can determine further conditions attached to its consent which are relevant for the use of this Base Prospectus.

When using this Base Prospectus, each Manager and/or relevant further financial intermediary must comply with all applicable laws and regulations in force in Switzerland and in any other relevant jurisdiction.

DESCRIPTION OF THE ISSUER

A description of UBS AG (including a description of the material risks relating to UBS AG and its industry) is set out in the 2021 Registration Document (as defined in section "*Risk Factors*").

The 2021 Registration Document has been filed with the Reviewing Body in accordance with article 61 para. 2 of the Swiss Financial Services Ordinance, as the same may be amended from time to time (*Finanzdienstleistungsvorordnung*; the "**FinSO**") and forms an integral part of this Base Prospectus.

GENERAL DESCRIPTION OF THE SECURITIES

This section includes a description of the types of Securities which may be issued under this Base Prospectus. The description includes a description of the entitlement and further (generic) features of the Securities, as provided for in the applicable Final Terms. The list of types of Securities set out below is not exhaustive and the Issuer is free to issue Securities with different and/or additional features under this Base Prospectus. Additional information on the Securities, including a description of the particular Securities, will be included in the applicable Final Terms.

The Securities offered and/or listed on a regulated or another market under this Base Prospectus may be based on the performance of any kind of underlying (each an "**Underlying**"), including, without limitation, a share (including a certificate representing shares), an index (including indices composed by the Issuer and other legal entities belonging to the UBS AG or one of its affiliates), a currency exchange rate, a precious metal, a commodity, an interest rate, an UBS internal reference rate, a non-equity security, an exchange traded fund unit, a not exchange traded fund unit, a futures contract, an actively managed notional reference portfolio, a dynamic strategy, a crypto asset, a reference obligation, or, as the case may be, and as specified in the relevant Final Terms, another reference rate (including, but not limited to, interest rate swap (IRS) rates, currency swap rates or, as the case may be, credit default swap levels) or any other asset, as well as a basket, strategy or portfolio comprising the aforementioned assets or any other asset.

In case the Securities are based on the performance of a Reference Portfolio, the constituents or components of such Reference Portfolio may comprise, inter alia, long and/or short positions in one or more of stocks, precious metals, commodities, exchange traded funds, funds, futures, total return or excess return indices, equity options, FX forwards, FX options, credit default swaps, bonds, securitised products and/or synthetic currency accounts and a cash position, as specified in the relevant Final Terms.

For the purposes of the following, it should be noted that any reference to "Underlying" shall not only refer to single assets (e.g. a share, an index, a non-equity security or a fund unit), but also to Baskets or portfolios of assets.

Unless defined otherwise herein, terms used herein shall have the meaning ascribed to them in section R (*Definitions*) of the General Conditions or elsewhere in this Base Prospectus.

The following types of Securities may be issued under this Base Prospectus:

Structured Products

In general

The below listed product categories and products features are based on the categories and additional product features used in the "SSPA Swiss Derivatives Map 2021" issued by the Swiss Structured Products Association (SSPA) (see "<https://www.sspa.ch>"). The product categories and products features are not universal and, in different markets, different products categories and product features may be used for the same product.

Securities qualifying as "Structured Products" issued under this Base Prospectus may have characteristics which partially or significantly deviate from those of the main product categories described in the following. **In addition, the Issuer may use different designations or names for features described in section "Description of certain product features" below (e.g. "Kick-in level" instead of "European barrier").**

Product categories

The main categories of Securities qualifying as "Structured Products" that may be issued under this Base Prospectus are described in the following. Additional information on the Securities, including a description of the particular Securities will be included in the relevant Final Terms.

Capital Protection Products

- Capital Protection Note with Participation (1100)
- Capital Protection Note with Barrier (1130)
- Capital Protection Note with Twin-Win (1135)
- Capital Protection Note with Coupon (1140)

Yield Enhancement Products

- Discount Certificate (1200)
- Barrier Discount Certificate (1210)
- Reverse Convertible (1220)
- Barrier Reverse Convertible (1230)
- Conditional Coupon Reverse Convertible (1255)
- Conditional Coupon Barrier Reverse Convertible (1260)

Participation Products

- Tracker Certificate (1300)
- Outperformance Certificate (1310)
- Bonus Certificate (1320)
- Bonus Outperformance Certificate (1330)
- Twin-Win Certificate (1340)

Investment products with additional credit risk

- Credit linked Note (1400)
- Conditional Capital Protection Note with additional credit risk (1410)
- Yield Enhancement Certificate with additional credit risk (1420)
- Participation Certificate with additional credit risk (1430)

Leverage Products

- Warrant (2100)
- Spread Warrant (2110)
- Warrant with Knock-Out (2200)
- Mini-Future (2210)
- Constant Leverage Certificate (2300)

For a more detailed explanation of the products, including calculation examples, investors should consult the website www.sspa.ch (or any successor or replacement address thereto). Investors further should be aware that the SSPA categorization model may be changed from time to time by the SSPA without further notice. The Issuer has no obligation to update or supplement this Base Prospectus in case of such a change in the SSPA categorization model.

Description of certain product features

Securities issued under this Base Prospectus may provide for one or more of the following product features, as the same are used in the "SSPA Swiss Derivatives Map 2021":

Asian Option	Uses the average underlying price over a number of predefined periods (monthly, quarterly, annually) rather than the price at a specific time.
Auto-callable	If, on an a pre-defined observation date, the price of the Underlying(s) is/are either at or above (bull) or at or below (bear) a pre-defined level ("autocall trigger"), the Securities are redeemed prior to the scheduled maturity.
Bearish; with a bear feature	The Security benefits from falling prices of the Underlying(s).
Callable	The Issuer has the right to redeem the Securities early, however, there is no obligation to do so.
Capped participation	The Securities have a maximum yield.
Conditional coupon	A scenario exists where the coupon is not repaid (coupon at risk) or an unpaid coupon can be recouped at a later date (memory coupon).
COSI	The Issuer of Collateral Secured Instruments provides SIX Swiss Exchange with collateral covering their current value. For the investor this means protection in case of issuer default.
European barrier	Only the last-day closing price is relevant for monitoring the barrier.

Floor	The Security has a minimum yield.
Inverse	The Securities perform in inverse proportion to the Underlying(s).
Lock-in	If the lock-in level is reached, the minimum repayment is a preassigned amount regardless of future development of the underlying price.
Lock-back	Barrier and/or strike are set with a time delay (look-back phase).
Outperformance	Outperformance Securities allow clients to participate disproportionately in the positive performance of the underlying upon maturity.
Partial Capital Protection	Capital protection is between 90% and 100% of the nominal value.
Participation	Specifies the proportion at which the investor profits from the performance of the Underlying(s). This can be 1:1, disproportionately high or disproportionately low.
Puttable	The investor has the right to return the Security to the Issuer on certain days during the term.
Variable coupon	The coupon amount can vary depending on a predefined scenario.

The above list of product features is not exhaustive and a particular Security may have other product features. In addition, the Issuer may use different designations or names for features described in the above list (e.g. "Kick-in level" instead of "European barrier").

Explanation of mechanism of certain product types

Capital Protection Products

"Capital Protection Products" are primarily targeted at investors that (i) expect the value of the Underlying to increase (or, in the case of "Capital Protection Products" with a bear feature, to decrease) but (ii) cannot exclude a sharp decrease (or, in the case of "Capital Protection Products" with a bear feature, a sharp increase) of the value of the Underlying throughout the term.

"Capital Protection Products" provide for a specific minimum redemption amount. The level of the minimum redemption amount represents the level of the capital protection and indicates the percentage of the nominal or par value of the "Capital Protection Product" that the investor will be entitled to at the settlement date. The Issuer sets the capital protection at the time of the issuance and it applies only at the end of the term or at maturity. The minimum redemption amount representing the level of capital protection may be below 100% of the nominal or par value of the "Capital Protection Products" (partial capital protection). Capital protection therefore does not mean that the investor is entitled to a redemption amount equal to the full nominal or par value of the "Capital Protection Products". The potential loss is limited by the minimum redemption amount, subject to the credit risk of the Issuer.

If Securities qualifying as "Capital Protection Products" are sold before the end of their term or if an early redemption takes place, there is a risk that investors will receive less than the pre-defined capital-protected amount. The capital protection only applies if the respective Securities are held until the end of their ordinary term.

"Capital Protection Products" may be linked to several Underlyings. In this case, the relevant "Capital Protection Products" may offer a higher participation rate or coupon than "Capital Protection Products" linked to just one Underlying.

The product category "Capital Protection Products" includes the following product types:

(a) Capital Protection Note with Participation (1100)

"Capital Protection Note with Participation" are primarily targeted at investors that (i) expect the value of the Underlying and its volatility to increase (or, in the case of "Capital Protection Notes with Participation" with a bear feature, the value of the Underlying to decrease) but (ii) consider a sharp decrease of the value of the Underlying to be possible (or, in the case of "Capital Protection Note with Participation" with a bear feature, a sharp increase of the value of the Underlying).

"Capital Protection Note with Participation" allow investors to participate in the performance of the Underlying. If the value of the Underlying has developed favourably (i.e., if the value of the Underlying has increased or, in case of "Capital Protection Note with Participation" with a bear feature, decreased), the return will exceed the minimum redemption amount.

(b) Capital Protection Note with Barrier (1130)

"Capital Protection Note with Barrier" are primarily targeted at investors that (i) expect the value of the Underlying to increase (or, in the case of "Capital Protection Note with Barrier" with a bear feature the value of the Underlying to decrease) but (ii) consider a sharp decrease of the value of the Underlying to be possible (or, in the case of "Capital Protection Note with Barrier" with a bear feature, a sharp increase of the value of the Underlying) and (iii) expect that the value of the Underlying will not increase above (or, in case of "Capital Protection Note with Barrier" with a bear feature, fall below) the specified barrier throughout the term.

"Capital Protection Note with Barrier" allow investors to participate in the performance of the Underlying up (or, in case of "Capital Protection Note with Barrier" with a bear feature, down) to such barrier. If the value of the Underlying has developed favourably (i.e., if the value of the Underlying has increased or, in case of "Capital Protection Note with Barrier" with a bear feature, decreased), the return will exceed the minimum redemption amount of the "Capital Protection Note with Barrier" but is limited by the level of the specified barrier. In case of a breach of such barrier, the redemption amount will be reduced but be at least equal to a so-called rebate (or bonus).

(c) Capital Protection Note with Twin-Win (1135)

"Capital Protection Products with Twin-Win" are primarily targeted at investors that (i) expect the value of the Underlying to slightly increase or fall but (ii) consider a sharp decrease of the value of the Underlying to be possible and (iii) expect that the value of the Underlying will not increase above a specified upper barrier and not fall below a specified lower barrier throughout the term.

"Capital Protection Note with Twin-Win" allow investors to participate in the absolute performance (positive as well as negative performance) of the Underlying within the upper and lower barrier. If the value of the Underlying has developed favourably (i.e., if the value of the Underlying has increased or decreased but not breached either of the barriers), the return will exceed the minimum redemption amount but is limited by the level of the upper and lower barrier, respectively. In case of a breach of a barrier, the redemption amount will be reduced but be at least be equal to the minimum redemption amount.

(d) Capital Protection Note with Coupon (1140)

"Capital Protection Note with Coupon" are primarily targeted at investors that (i) expect the value of the Underlying to increase (or, in the case of "Capital Protection Note with Coupon" with a bear feature, the value of the Underlying to decrease) but (ii) consider a sharp decrease of the value of the Underlying to be possible (or, in the case of "Capital Protection Note with Coupon" with a bear feature, a sharp increase of the value of the Underlying).

"Capital Protection Note with Coupon" allow investors to participate in the performance of the Underlying by receiving a periodic coupon payment. The amount of the coupon payment may be fixed or may be variable or conditional and may depend on the value of the Underlying at a specific date prior to each coupon payment date. In case of a variable coupon, the amount of the coupon payment increases (or, in case of "Capital Protection Note with Coupon" with a bear feature, decreases) if the value of the Underlying has developed favourably (i.e., if the value of the Underlying has increased or, in case of "Capital Protection Note with Coupon" with a bear feature, decreased). In case of a conditional coupon, the payment of the coupon may depend on the value of the Underlying not breaching a specified barrier (coupon at risk). If such barrier is breached, the investor will not be entitled to a coupon payment on the relevant coupon payment date.

Yield Enhancement Products

"Yield Enhancement Products" are primarily targeted at investors that expect (i) the value of the Underlying to remain constant or to slightly increase (or, in the case of "Yield Enhancement Products" with a bear feature, to slightly decrease) and (ii) volatility of the Underlying to decrease, throughout the term.

"Yield Enhancement Products" provide for a redemption amount that is limited to a maximum amount (cap) and may provide for (fixed or variable) periodic coupon payments during the term. "Yield Enhancement Products" provide for a limited upside potential while at the same time investors may lose all (or a large part) of their invested capital (i.e. the Securities do not provide for any capital protection).

"Yield Enhancement Products" may be linked to several Underlyings and may therefore offer a larger discount or coupon than "Yield Enhancement Products" linked to just one Underlying. "Yield Enhancement Products" linked to several Underlyings may provide that at expiry investors will receive, in case of physical settlement, the Underlying with the worst performance (or the best performance, in case of Securities with a bear feature) since inception or, in case of a cash settlement, a redemption amount linked to the Underlying with the worst performance (or the best performance, in case of Securities with a bear feature) since inception if one of the Underlyings reaches or breaches a predefined threshold during a specific observation period or at a specified date, as the case may be.

(a) Discount Certificates (1200)

"Discount Certificates" are primarily targeted at investors that expect the value of the Underlying to move sideways or to slightly increase (or, in the case of "Discount Certificates" with a bear feature to slightly decrease), with falling volatility.

"Discount Certificates" are issued at a discount, i.e. a discount compared to a direct investment in the Underlying, while the maximum profit is capped. The redemption amount depends on the value of the Underlying at redemption. If the value of the Underlying has developed favourably, i.e. if the value of the Underlying at expiry is above or, in case of "Discount Certificates" with a bear feature, below the specified strike or reference level, as the case may be, the redemption amount will be equal to such strike or, as the case may be, reference level. In case that the value of the Underlying has developed unfavourably, i.e. if the value of the Underlying at expiry is below or, in case of "Discount Certificates" with a bear feature, above, the specified strike or, as the case may be, reference level, investors may receive the relevant Underlying(s) (physical settlement) or a redemption amount linked to the final value of the Underlying(s) (cash settlement). In each case, the relevant pay-out may be determined on the basis of a specific conversion ratio or, as the case may be, a multiplier.

(b) Barrier Discount Certificates (1210)

"Barrier Discount Certificates" are primarily targeted at investors that expect the value of the Underlying (i) to remain constant or to slightly increase (or, in the case of "Barrier Discount Certificates" with a bear feature, to slightly decrease), with falling volatility, and (ii) not to fall below (or, in case of "Barrier Discount Certificates" with a bear feature, rise above) the specified barrier throughout the term.

"Barrier Discount Certificates" are issued at a discount, i.e. a discount compared to a direct investment in the Underlying and provide for a conditional minimum redemption amount (i.e., the redemption amount is at least equal to 100% of the nominal or par value of the "Barrier Discount Certificates" if the specified barrier is not breached during the term).

If the value of the Underlying has developed favourably, i.e. if the value of the Underlying did not fall below (or, in case of "Barrier Discount Certificates" with a bear feature, rise above) the specified barrier throughout the term or, if the barrier is breached, but the value of the Underlying at expiry is at or above (or, in case of "Barrier Discount Certificates" with a bear feature, below) the specified strike or, as the case may be, reference level (typically the initial value of the Underlying), the redemption amount will be equal to such strike or reference level.

In case the barrier is reached or breached and depending on the specific features of the relevant Security, the relevant Underlying(s) is/are delivered (physical settlement), or the nominal amount minus the percentage difference between the strike or, as the case may be, reference level, and the final value of the (relevant) Underlying is paid out (cash settlement).

In contrast to "Discount Certificates" (1200), the probability of receiving the maximum redemption amount under "Barrier Discount Certificates" is higher due to the conditional protection provided by the barrier, although the discount at which they are issued is generally smaller and therefore the return on an investment in "Barrier Discount Certificates" generally lower.

(c) Reverse Convertibles (1220)

"Reverse Convertibles" are primarily targeted at investors that expect (i) the value of the Underlying to move sideways or to slightly increase (or, in the case of "Reverse Convertibles" with a bear feature to slightly decrease) and (ii) falling volatility.

"Reverse Convertibles" allow investors to benefit from an enhanced return by receiving a periodic coupon payment.

The redemption amount depends on the value of the Underlying at the end of the term. If the value of the Underlying has developed favourably, i.e. if the value of the Underlying at expiry is above (or, in case

of "Reverse Convertibles" with a bear feature, below) the specified strike or, as the case may be, reference level (typically the initial value of the Underlying)), the redemption amount will be equal to such strike or, as the case may be, reference level. If at expiry the value of the Underlying has developed unfavourably, i.e. if the final value of the Underlying is below (or, in case of "Reverse Convertibles" with a bear feature, above) the specified strike or, as the case may be, reference level, investors may receive the relevant Underlying(s) (physical settlement) or a redemption amount linked to the final value of the Underlying(s) (cash settlement). In each case, the relevant pay-out may be determined on the basis of a specific conversion ratio or, as the case may be, a multiplier.

(d) Barrier Reverse Convertibles (1230)

"Barrier Reverse Convertibles" are primarily targeted at investors that expect the value of the Underlying (i) to remain constant or to slightly increase (or, in the case of "Barrier Reverse Convertibles" with a bear feature, to slightly decrease), with falling volatility, and (ii) not to fall below (or, in case of "Barrier Reverse Convertibles" with a bear feature, rise above) the specified barrier throughout the term.

"Barrier Reverse Convertibles" allow investors to benefit from an enhanced return by receiving a periodic coupon payment.

If the value of the Underlying has developed favourably, i.e. if the value of the Underlying did not fall below (or, in case of "Barrier Reverse Convertibles" with a bear feature, rise above) the specified barrier throughout the term or, if the barrier is breached, the value of the Underlying at expiry is at or above (or, in case of "Barrier Reverse Convertibles" with a bear feature, below) the specified strike or, as the case may be, reference level (typically the initial value of the Underlying), the redemption amount will at least be equal to 100% of the nominal or par value of the "Barrier Reverse Convertibles".

If the barrier is reached or breached and the final value of the Underlying is lower (or, in case of "Barrier Reverse Convertibles" with a bear feature, higher) than the strike or, as the case may be, reference level, investors may receive the relevant Underlying(s) (physical settlement) or a redemption amount linked to the final value of the Underlying(s) (cash settlement). In each case, the relevant pay-out may be determined on the basis of a specific conversion ratio or, as the case may be, a multiplier.

In contrast to "Reverse Convertibles" (1220), the probability of receiving the maximum redemption amount under "Barrier Reverse Convertibles" is higher due to the conditional protection provided by the barrier. On the other hand, the (periodic coupon payment and therefore the return on an investment in "Barrier Reverse Convertibles" is generally lower.

(e) Conditional Coupon Reverse Convertible (1255)

"Conditional Coupon Reverse Convertible" are primarily targeted at investors that expect the value of the Underlying to increase or to slightly increase (or, in the case of "Conditional Coupon Reverse Convertible" with a bear feature, to decrease or slightly decrease), with falling volatility.

"Conditional Coupon Reverse Convertible" provide for a conditional minimum redemption amount at the end of the term, i.e., the redemption amount is at least equal to 100% of the nominal or par value if the final value of the Underlying at expiry is at or above the specified strike or, as the case may be, reference level.

"Conditional Coupon Reverse Convertible" typically provide for one or more coupon payments in respect of one or more observation dates on which the value of the Underlying is observed. If the value of the Underlying has increased (or in the case of "Conditional Coupon Reverse Convertible" with a bear feature, decreased) to a specified threshold, investors are entitled to a coupon payment in respect of such observation date.

If the value of the Underlying has increased and it exceeds (or, in case of "Conditional Coupon Reverse Convertible" with a bear feature, has decreased and falls below) a specified threshold (autocall trigger), such "Conditional Coupon Reverse Convertible" are redeemed early on the relevant autocall trigger date and investors are entitled to an early redemption amount equal to 100% of the nominal or par value of the "Conditional Coupon Reverse Convertible" plus a coupon.

If the value of the Underlying has developed unfavourably, i.e. if the final value of the Underlying at expiry is below (or, in case of "Conditional Coupon Reverse Convertible" with a bear feature, above) the specified strike or, as the case may be, reference level), investors may receive the relevant Underlying(s) (physical settlement) or a redemption amount linked to the final value of the Underlying(s) (cash settlement). In each case, the relevant pay-out may be determined on the basis of a specific conversion ratio or, as the case may be, a multiplier.

(f) Conditional Coupon Barrier Reverse Convertible (1260)

"Conditional Coupon Barrier Reverse Convertible" are primarily targeted at investors that expect (i) the value of the Underlying to increase or to slightly increase (or, in the case of "Conditional Coupon Barrier Reverse Convertible" with a bear feature, to decrease or slightly decrease), with falling volatility, and (ii) not to fall below (or, in case of "Conditional Coupon Barrier Reverse Convertible" with a bear feature, rise above) the specified barrier throughout the term.

"Conditional Coupon Barrier Reverse Convertible" provide for a conditional minimum redemption amount at the end of the term, i.e. the redemption amount is at least equal to 100% of the nominal or par value of the "Conditional Coupon Barrier Reverse Convertible" if the specified barrier is not breached during the term.

"Conditional Coupon Barrier Reverse Convertible" typically provide for one or more coupon payments in respect of one or more observation dates on which the value of the Underlying is observed. If the value of the Underlying has increased (or in the case of "Conditional Coupon Barrier Reverse Convertible" with a bear feature, decreased) to a specified threshold, investors are entitled to a coupon payment in respect of such observation date.

If the value of the Underlying has increased and exceeds (or, in case of "Conditional Coupon Barrier Reverse Convertible" with a bear feature, has decreased and falls below) a specified threshold (autocall trigger), such "Conditional Coupon Barrier Reverse Convertible" are redeemed early on the relevant autocall trigger date and investors are entitled to an early redemption amount equal to 100% of the nominal or par value of the "Conditional Coupon Barrier Reverse Convertible" plus a coupon.

If the barrier is reached or breached and the final value of the Underlying is lower (or, in case of "Conditional Coupon Barrier Reverse Convertible" with a bear feature, higher) than the strike or, as the case may be, reference level, investors may receive the relevant Underlying(s) (physical settlement) or a redemption amount linked to the final value of the Underlying(s) (cash settlement). In each case, the relevant pay-out may be determined on the basis of a specific conversion ratio or, as the case may be, a multiplier.

Participation Products

"Participation Products" are primarily targeted at investors (i) that expect the value of the Underlying to increase (or, in the case of "Participation Products" with a bear feature, to decrease), (ii) but are unwilling or unable to make an investment in the amount required for a direct investment achieving the desired participation in the development of the value of the Underlying.

"Participation Products" generally track the performance of the Underlying and enable investors to participate in the performance of the Underlying. Depending on the structure of the "Participation Product", investor participate proportionate or disproportionate in the performance of the Underlying. The profit an investor may achieve by investing in a "Participation Product" is theoretically unlimited, (unless there is a cap) but there is the risk of a total loss (unless there is a minimum redemption amount specified). "Participation Products" may or may not provide for (fixed or variable) coupon payments during their term and may be issued with a limited (Closed End) or an unlimited (Open End) term.

(a) Tracker Certificates (1300)

"Tracker Certificates" are primarily targeted at investors that expect the value of the Underlying to increase (or, in the case of "Tracker Certificates" with a bear feature, to decrease). "Tracker Certificates" allow an investor to participate in the performance of one or more Underlying, which can be equally or unequally weighted. The profit and loss potential of the "Tracker Certificates" corresponds largely to that of the Underlying and is (theoretically) unlimited, unless there is a cap or minimum redemption amount specified.

(b) Outperformance Certificates (1310)

"Outperformance Certificates" are primarily targeted at investors that expect (i) the value of the Underlying to increase (or, in the case of "Outperformance Certificates" with a bear feature, to decrease) and (ii) the volatility to increase.

"Outperformance Certificates" allow investors to participate in a disproportionate and unlimited manner (unless there is a cap specified to be applicable) in the positive performance of the Underlying above (or, in case of an "Outperformance Certificate" with a bear feature, in the negative performance below) the strike or, as the case may be, reference level. Should the final value of the Underlying be below (or, in case

of an "Outperformance Certificate" with a bear feature, above) the strike or, as the case may be, reference level, investors will participate proportionally in the negative performance (or, in case of an "Outperformance Certificate" with a bear feature, in the positive performance) of the Underlying. In such case, investors may receive the relevant Underlying(s) (physical settlement) or a redemption amount linked to the final value of the Underlying(s) (cash settlement). In each case, the relevant pay-out may be determined on the basis of a specific conversion ratio or, as the case may be, a multiplier.

(c) Bonus Certificates (1320)

"Bonus Certificates" are primarily targeted at investors that expect (i) the value of the Underlying to move sideways or to increase (or, in the case of "Bonus Certificates" with a bear feature, to decrease) and (ii) the Underlying not to reach or breach the defined barrier throughout the term.

"Bonus Certificates" allow investors to participate in the performance of the Underlying and provide for a conditional minimum redemption amount at the end of the term. The profit of the "Bonus Certificates".

If the barrier is not reached or breached during the term, investors will receive at least the minimum redemption amount and the potential profit corresponds largely to that of the Underlying and is unlimited (unless there is a cap).

If the barrier is reached or breached, investors may receive the relevant Underlying(s) (physical settlement) or a redemption amount linked to the final value of the Underlying(s) (cash settlement). In each case, the relevant pay-out may be determined on the basis of a specific conversion ratio or, as the case may be, a multiplier.

(d) Bonus Outperformance Certificates (1330)

"Bonus Outperformance Certificates" are primarily targeted at investors that expect (i) the value of the Underlying to increase (or, in the case of "Bonus Outperformance Certificates" with a bear feature, to decrease) and (ii) the Underlying not to reach or breach the specified barrier throughout the term.

"Bonus Outperformance Certificates" allow investors to participate in the performance of the Underlying and provide for a conditional minimum redemption amount at the end of the term.

If the specified barrier is not reached or breached during the term, investors will receive at least the minimum redemption amount.

Furthermore, if the defined strike or, as the case may be, reference level, is reached, the participation of the investor is increased by a participation factor resulting in a disproportionate participation in the positive performance (or, in case of an "Bonus Outperformance Certificate" with a bear feature, in the negative performance) of the Underlying and the potential profit is unlimited (unless there is a cap).

If the specified barrier is reached or breached during the term, the "Bonus Outperformance Certificates" change into "Outperformance Certificates", with no minimum redemption amount.

The loss potential then corresponds largely to that of the Underlying and there is the risk of a total loss, unless there is a minimum redemption amount specified.

(e) Twin-Win Certificates (1340)

"Twin-Win Certificates" are primarily targeted at investors that expect (i) the value of the Underlying to increase or to slightly decrease (or, in the case of "Twin-Win Certificates" with a bear feature, to decrease or slightly increase) and (ii) the Underlying not to breach the pre-defined barrier throughout the term.

"Twin-Win Certificates" allow investors to participate in the performance of the Underlying. Profits are possible with both an increasing and slightly decreasing value of the Underlying (or, in the case of "Twin-Win Certificates" with a bear feature decreasing or slightly increasing value of the Underlying).

"Twin-Win Certificates" provide for a conditional minimum redemption amount. The level of the minimum redemption amount indicates the percentage of the nominal or par value of the "Twin-Win Certificates" that the investor will be entitled to at the settlement date, provided the barrier is not reached or breached.

If the value of the Underlying increases above the strike or, as the case may be, reference level, the value of the "Twin-Win Certificates" and the profit corresponds largely to that of the Underlying and the potential profit is unlimited (unless there is a cap).

If the value of the Underlying is below the strike or, as the case may be, reference level, but the value of the Underlying did not touch or fall below the barrier throughout the term, then the negative performance of the Underlying is converted into corresponding profits for investors in the "Twin-Win Certificates".

If the barrier is reached or breached, such "Twin-Win Certificates" change into "Tracker Certificates" and loss potential then corresponds largely to that of the Underlying. In such case, investors may receive the relevant Underlying(s) (physical settlement) or a redemption amount linked to the final value of the Underlying(s) (cash settlement). In each case, the relevant pay-out may be determined on the basis of a specific conversion ratio or, as the case may be, a multiplier.

Investment products with additional credit risk

For investment products with additional credit risk, third party bonds (corporate or government bonds) with similar maturities are used. This additional risk enables the issuer to offer more favorable terms. At the same time, the investor is thus given the opportunity to spread the default risk among various debtors (diversification). Compared to other product categories, it is particularly important to observe not only the performance of the underlying instrument but also the creditworthiness of the reference debtor. Hence, in addition to the features of the corresponding "Capital Protection Products", "Yield Enhancement Products" or "Participation Products" on which they are based, "Investment products with additional credit risk" are also affected by the occurrence of a defined credit event in respect of a reference entity or obligation. If a credit event occurs in respect of a reference entity or obligation during the term of the "Investment products with additional credit risk", they will be redeemed at a value which may be significantly below their initial value - in the worst case even as low as zero - and investors will make a partial or total loss. An investment in such products may be considered if premature default of the reference debtor is considered extremely unlikely. One of the key characteristics of "Investment products with additional credit risk" is therefore that the investors not only bear the credit risk of the Issuer but also the credit risk of the reference entity.

If no credit event occurs, "Investment products with additional credit risk" work in the same manner as the corresponding "Capital Protection Product", "Yield Enhancement Product" or "Participation Product" on which they are based.

(a) Credit linked Note (1400)

A "Credit linked Note" falls into the asset class of credit derivatives or structured products and is therefore also referred to as a synthetic corporate bond, which makes the credit risk of a selected debtor "investable". Investors in Credit linked Notes have a similar position as a notional insurer for a reference obligation of the reference debtor for which they receive a periodic premium (interest payment). In return, investors bear the risk of a credit event which, if it occurs, can jeopardize further interest payments and the repayment of all or part of the principal. The solvency of the reference debtor is therefore decisive. In contrast to an equity investment, repayment is not affected by market volatility or the impact of unfavorable news regarding a reference debtor as long as no credit event occurs.

(b) Conditional Capital Protection Note with additional credit risk (1410)

"Conditional Capital Protection Note with additional credit risk" are primarily targeted at investors that (i) expect the value of the Underlying to increase (or, in the case of "Conditional Capital Protection Note with additional credit risk" with a bear feature, to decrease), (ii) consider a sharp decrease of the value of the Underlying to be possible (or, in the case of "Conditional Capital Protection Note with additional credit risk" with a bear feature, a sharp increase of the value of the Underlying) and (iii) and expect no credit event to occur with regard to a reference entity or obligation.

"Conditional Capital Protection Note with additional credit risk" may have one or more underlying reference entities or obligations. If during the term of the "Conditional Capital Protection Note with additional credit risk" no credit event occurs in respect of the reference entity or obligation, investors will participate in the performance the Underlying. If the value of the Underlying has developed favourably (i.e., if the value of the Underlying has increased or, in case of "Conditional Capital Protection Note with additional credit risk" with a bear feature, decreased), the return will exceed the minimum redemption amount of the "Conditional Capital Protection Note with additional credit risk". Therefore, if no credit event occurs, "Conditional Capital Protection Note with additional credit risk" work in the same manner as the corresponding "Capital Protection Product" on which they are based.

If a credit event occurs in respect of the reference entity or obligation during the term, the investor loses the capital protection and the "Conditional Capital Protection Note with additional credit risk" will be redeemed at a value which may be significantly below their initial value and in the worst case even as low as zero and investors will make a partial or total loss.

(c) Yield Enhancement Certificate with additional credit risk (1420)

"Yield Enhancement Certificate with additional credit risk" are primarily targeted at investors that expect (i) the value of the Underlying to move sideways or to slightly increase (or, in the case of "Yield Enhancement Certificate with additional credit risk" with a bear feature to slightly decrease), with falling volatility, and (ii) no credit event to occur with regard to a reference entity or obligation.

"Yield Enhancement Certificate with additional credit risk" may have one or more underlying reference entities or obligations. If during the term of the "Yield Enhancement Certificate with additional credit risk" no credit event occurs in respect of the reference entity or obligation, investors will receive a coupon or a discount and the "Yield Enhancement Certificate with additional credit risk" will work in the same manner as the corresponding "Yield Enhancement Product" on which they are based.

If a credit event occurs in respect of the reference entity or obligation during the term of the "Yield Enhancement Certificate with additional credit risk", they will be redeemed at a value which may be significantly below their initial value and in the worst case even as low as zero and investors will make a partial or total loss.

(d) Participation Certificate with additional credit risk (1430)

"Participation Certificate with additional credit risk" are primarily targeted at investors that expect (i) the value of the Underlying to increase (or, in the case of "Participation Certificate with additional credit risk" with a bear feature, to decrease) and (ii) no credit event to occur with regard to a reference entity or obligation.

"Participation Certificate with additional credit risk" may have one or more underlying reference entities or obligations. If during the term of the "Participation Certificate with additional credit risk" no credit event occurs in respect of the reference entity or obligation, investors will participate in the performance the Underlying in the same manner as the corresponding "Participation Product" on which they are based.

If a credit event occurs in respect of the reference entity or obligation during the term of the "Participation Certificate with additional credit risk", they will be redeemed at a value which may be significantly below their initial value and can in the worst case even be as low as zero and investors will make a partial or total loss.

Leverage Products

"Leverage Products" are subject to a leverage effect both in the direction of profits and losses, i.e., changes in the value of the Underlying have a disproportionate effect on the value of "Leveraged Products" compared to a direct investment in the Underlying. The leverage effect permits investors to use less capital compared to investing directly in the Underlying. "Leverage Products" have a theoretically unlimited performance and are subject to the risk of total loss upon redemption. "Leverage Products" need typically to be exercised by the investors, unless automatic exercise applies at maturity.

(a) Warrants (2100)

"Warrants" with a Call feature are primarily targeted at investors that expect the value of the Underlying and the volatility to increase. "Warrants" with a put feature are primarily targeted at investors that expect the value of the Underlying to decrease and volatility to increase. "Warrants" are therefore suitable for hedging and speculating.

The essential attribute of "Warrants" is the leverage effect. The leverage effect causes the value of such "Warrants" to react proportionally stronger to changes in the value of the Underlying below or above the strike or reference level, as the case may be. The leverage provides a rough indication of the amount by which the price of the "Warrants" will rise (fall) if the Underlying rises (falls) by a certain percentage. The leverage effect works in both directions – i.e. not only to the advantage of the investor in the event of favourable movements in the price of the Underlying, but also to the detriment of the investor in the event of unfavourable movements in the price of the Underlying. The risk associated with an investment in "Warrants" is therefore greater than that with a direct investment in the Underlying. The potential loss covers the whole of the capital invested. "Warrants" are worthless at maturity if they are not "in-the-money", i.e. if the market price of the Underlying is lower (Call Warrants) or higher (Put Warrants) than the strike or reference level, as the case may be. The loss is then equal to the issue price paid for the "Warrant".

Physical settled "Warrants": When purchasing "Warrants" that give the right to buy (Call Warrants) or sell (Put Warrants) securities, investors acquire the right to take delivery of (in case of Call Warrants) or to

deliver (in case of Put Warrants) a specified quantity of securities at a price determined in advance, i.e. the strike (taking into account the conversion ratio, or as the case may be, the multiplier). Physical settled "Warrants" are typically not exercised automatically and need to be exercised by the investor before maturity of the Security.

Cash settled "Warrants": When purchasing cash settlement "Warrants", investors acquire the right to receive a cash amount equal to the intrinsic value as determined upon exercise/maturity (end of term). Cash settled Warrants will – if they are "in-the-money" – be exercised automatically.

(b) Spread Warrants (2110)

"Spread Warrants" with a bull feature are primarily targeted at investors that expect the value of the Underlying to increase. "Spread Warrants" with a bear feature are primarily targeted at investors that expect the value of the Underlying to decrease.

"Spread Warrants" provide for a leverage effect, meaning the value of such "Spread Warrants" will react proportionally more strongly to changes in the value of the Underlying below or above the strike, as applicable. The leverage is the result of the fact that the invested capital in such "Spread Warrants" is smaller than for a direct investment in the Underlying. Therefore, a smaller investment may generate a leveraged performance relative to the Underlying.

In contrast to traditional "Warrants", the potential yield of an investment in "Spread Warrants" is limited, namely by the upper cap in the case of "Spread Warrants" with a bull feature and by the lower cap in the case of "Spread Warrants" with a bear feature. This means that an investor may benefit from an increase (in the case of bull feature) or a decrease (in the case of a bear feature) of the value of the Underlying up to a maximum value at the lower or upper cap, as applicable. Upon reaching the specified thresholds, the highest possible pay-out is reached.

"Spread Warrants" with a bull feature are worthless at maturity if the final fixing of the Underlying is below the lower strike, while "Spread-Warrants" with a bear feature are worthless at maturity if the final fixing of the Underlying is higher than the upper strike.

(c) Warrants with Knock-Out (2200)

"Warrants with Knock-Out" may be issued with a limited (Closed End) or an unlimited (Open End) term. "Warrants with Knock-Out" with a call feature are primarily targeted at investors that expect the value of the Underlying to increase. "Warrants with Knock-Out" with a put feature are primarily targeted at investors that expect the value of the Underlying to decrease. "Warrants with Knock-Out" are typically characterised by the fact that they expire worthless once the price of the Underlying reaches or breaches a pre-defined knock-out level.

"Warrants with Knock-Out" provide for a leverage effect, meaning the value of such "Warrants with Knock-Out" will react proportionally more strongly to changes in the value of the Underlying and therefore, the higher the leverage factor is, the higher is the risk of the occurrence of a knock out. As a general rule, the leverage factor becomes higher if the current market price gets closer to the knock-out level. In contrast to traditional "Warrants", volatility only has a minor effect on the value of "Warrants with Knock-Out" and also the loss of time value is marginal.

(d) Mini-Futures (2210)

"Mini Futures" (long) are primarily targeted at investors that expect the value of the Underlying to increase. "Mini Futures" (short) are primarily targeted at investors that expect the value of the Underlying to decrease. "Mini Futures" are therefore suitable for hedging and speculating purposes. "Mini-Futures" typically have no fixed term, but they mature once the Underlying reaches, falls below ("Mini Futures" (long)) or exceeds ("Mini Futures" (short)) the stop-loss level, in which case they are redeemed at the residual value realised at that date. It cannot be ruled out that, under particularly unfavourable circumstances, the stop-loss liquidation price may amount to nil, resulting in a total loss for the investors.

In addition to that, "Mini Futures" may be terminated by the Issuer at any time.

"Mini Futures" provide for a leverage effect, meaning the value of such "Mini Futures" will react proportionally more strongly to changes in the value of the Underlying below or above the stop-loss barrier. The leverage effect is the result of the fact that the invested capital in such "Mini Futures" is smaller than for a direct investment in the Underlying. Therefore, a smaller investment may generate a leveraged performance relative to the Underlying. Potential investors should be aware that the leverage effect works in both directions – i.e. not only to the advantage of the investor in the event of favourable movements in the price of the Underlying, but also to the detriment of the investor in the event of unfavourable movements in the price of the Underlying. It should therefore be borne in mind when buying "Mini-Futures"

that the greater the leverage effect, the greater the associated risk of loss. "Mini-Futures" do not generate any current income (such as interest or dividends) that could be used to make up for a decrease in the price of "Mini-Futures". An increase in the price of "Mini-Futures" is the only way to generate returns. The investor's potential gain or loss is always dependent on the purchase price paid for the "Mini-Futures" and is calculated as the difference between the purchase price and the redemption amount.

(e) Constant-Leverage Certificates (2300)

"Constant Leverage Certificates" (long) are primarily targeted at investors that expect the value of the Underlying to increase. "Constant Leverage Certificates" (short) are primarily targeted at investors that expect the value of the Underlying to decrease. "Constant Leverage Certificates" allow investors to make long term-leveraged investments in an Underlying for which the risk and leverage effect are kept constant.

"Constant Leverage Certificates" provide for a leverage effect, meaning the value of such "Constant Leverage Certificates" will react proportionally more strongly to changes in the value of the Underlying. The leverage effect is the result of the fact that the invested capital in such "Constant Leverage Certificates" is smaller than for a direct investment in the Underlying. Therefore, a smaller investment may generate a leveraged performance relative to the Underlying. Unlike other "Leverage Products", the leverage effect of "Constant Leverage Certificates" remains constant. A regular resetting mechanism under which the performance of the Underlying is mirrored with a defined leverage factor (i.e., a constant leverage of 10), ensures that the leverage effect remains constant.

Portfolio Certificates, Accumulator Securities and other Securities

Portfolio Certificates

The payout of Portfolio Certificates is based on the performance of a Reference Portfolio whose constituents may comprise any kind of Reference Portfolio Constituents and a Cash Position.

The Reference Portfolio may be composed and actively managed by a reference portfolio advisor, although the calculation agent will be entitled to reject the inclusion of one or more Reference Portfolio Components from time to time in accordance with the applicable Final Terms. In case the Portfolio Certificates are actively managed, the applicable Final Terms will specify the name of the relevant Reference Portfolio and will state where information on the relevant Reference Portfolio, in particular on its past and future performance and on its volatility, can be obtained by electronic means, whether or not it can be obtained free of charge and whether or not the Issuer intends to provide further information on the Reference Portfolio.

Portfolio Certificates are either structured as securities which have a minimum redemption amount at maturity or which do not have a minimum redemption amount at maturity. The payment of any minimum redemption amount is not guaranteed by a third party, but promised by the Issuer and is therefore always subject to the solvency of the Issuer.

Accumulator Securities

Accumulator Securities are characterized by the feature that the determination of how the Securities are settled, i.e. by way of payment of the redemption amount in the redemption currency and/or delivery of the physical underlying in the relevant number as well as how the redemption amount is calculated, in particular, depends on whether or not a so-called knock-out event, as specified in the relevant Final Terms, has occurred.

In case no knock-out event has occurred, the Holder has the following security right:

- (a) In respect of any accumulation period other than the final accumulation period which is a guaranteed accumulation period, the Holder is entitled to receive delivery of one (1) physical underlying multiplied by the respective maximum number of accumulation period observation days for such accumulation period.
- (b) In respect of any accumulation period other than the final accumulation period which is not a guaranteed accumulation period, the Holder is entitled to receive:
 - (i) (x) delivery of one (1) physical underlying and (y) payment of a redemption amount equal to the product of (xx) the strike and (yy) the gearing Factor minus 1, in the case of each of (x) and (y), multiplied by number of days during the respective accumulation period on which no market disruption has occurred or is continuing and the official closing price of the underlying or the price of the underlying, as specified in the relevant Final Terms, is (I) equal to or higher than or, as the case may be, and as specified in the relevant Final Terms, (II) higher than the strike;

- (ii) delivery of one (1) physical underlying multiplied by the gearing factor and then multiplied by the number of days during the respective accumulation period on which no market disruption has occurred or is continuing and the official closing price of the underlying or the price of the underlying, as specified in the relevant Final Terms, is (I) equal to or lower than or, as the case may be, and as specified in the relevant Final Terms, (II) lower than the strike; and
 - (iii) payment of a redemption amount equal to the product of (x) the strike, (y) the gearing factor and (z) the maximum number of accumulation period observation days minus the number of underlying calculation dates or exchange business days, as specified in the relevant Final Terms, during the respective accumulation period on which a market disruption has occurred or is continuing.
- (c) In respect of the final accumulation period, the Holder is entitled to receive:
- (i) delivery of one (1) physical underlying multiplied by number of days during the respective accumulation period on which no market disruption has occurred or is continuing and the official closing price of the underlying or the price of the underlying, as specified in the relevant Final Terms, is (I) equal to or higher than or, as the case may be, and as specified in the relevant Final Terms, (II) higher than the strike;
 - (ii) delivery of one (1) physical underlying multiplied by the gearing factor multiplied by the number of days during the respective accumulation period on which no market disruption has occurred or is continuing and the official closing price of the underlying or the price of the underlying, as specified in the relevant Final Terms, is (I) equal to or lower than or, as the case may be, and as specified in the relevant Final Terms, (II) lower than the strike; and
 - (iii) payment of a redemption amount equal to the issue price or such other amount specified in the relevant Final Terms minus (I) the product of the strike and the aggregate number of physical underlying previously delivered to the Holder minus (II) the sum of all redemption amounts previously paid to the Holder.

In case of the occurrence of a knock-out event, the Securities will expire early on the respective early expiration date and the Holder is entitled to receive the redemption amount in the redemption currency and delivery of the physical underlying in the relevant number as follows:

- (d) If the knock-out event occurred during any accumulation period which is a guaranteed accumulation period, the Holder is entitled to receive:
- (i) delivery of one (1) physical underlying multiplied by the respective maximum number of accumulation period observation days for any guaranteed accumulation period in relation to which no physical underlying has been delivered to the Holder; and
 - (ii) payment of a redemption amount equal to the issue price or such other amount specified in the relevant Final Terms minus the product of the Strike and the sum of the maximum number of accumulation period observation days for all guaranteed accumulation periods.
- (e) If the knock-out event occurred during any accumulation period which is not a guaranteed accumulation period, the Holder is entitled to receive:
- (i) delivery of one (1) physical underlying multiplied by number of days during the respective accumulation period on which no market disruption has occurred or is continuing and the official closing price of the underlying or the price of the underlying, as specified in the relevant Final Terms, is (I) equal to or higher than or, as the case may be, and as specified in the relevant Final Terms, (II) higher than the strike;
 - (ii) delivery of one (1) physical underlying multiplied by number of days during the respective accumulation period on which no market disruption has occurred or is continuing and the official closing price of the underlying or the price of the underlying, as specified in the relevant Final Terms, is (I) equal to or lower than or, as the case may be, and as specified in the relevant Final Terms, (II) lower than the strike; and

- (iii) payment of a redemption amount equal to the issue price or such other amount specified in the relevant Final Terms minus (I) the product of the strike and the aggregate number of physical underlying previously delivered to the Holder minus (II) the sum of all redemption amounts previously paid to the Holder.

During their term, the Accumulator Securities do not generate any regular income (e.g. dividends or interest).

Airbag Certificates

Airbag Certificates are primarily targeted at investors that expect the value of the Underlying to increase.

Airbag Certificates are based on an Underlying and have a pre-defined upper strike level, a lower strike level and participation factors, with one participation factor influencing participation in any price gains of the Underlying (so-called Upside Participation) and the other influencing participation in any price losses of the Underlying (so-called Downside Participation or Gearing). With Airbag Certificates, investors can participate in any price gains above the upper strike level either 1:1 or disproportionately high or disproportionately low, depending on the level of the Upside Participation in the individual case. Below the upper strike level and up to the lower strike level, investors do not participate in price losses of the Underlying (airbag), however, Investors participate in any price losses below the lower strike level. This participation may also be either 1:1 or disproportionately high or disproportionately low, depending on the level of the Downside Participation or Gearing in the individual case. Subject any other or additional terms set out in the applicable Final Terms, the payout options for Airbag Certificates are typically as follows:

- (a) If the expiration value or expiration price of the Underlying on the expiration date is above or - if provided for in the Final Terms - at the upper strike level, security holders will receive a cash settlement calculated as follows: In a first step, the difference between the expiration value or expiration price of the Underlying on the expiration date and the upper strike level is determined. This difference is then multiplied by the Upside Participation and the multiplier or conversion ratio, as the case may be. Finally, the result is added to the nominal amount. In case of a physical settlement, the Investor will receive the Underlying whereby the delivery of the Underlying takes into account the multiplier or conversion ratio, as the case may be, and the Upside Participation or Gearing.
- (b) If the expiration value or expiration price on the expiration date is lower than or - if provided for in the Final Terms - equal to the upper strike level, but higher than or - if provided for in the Final Terms - equal to the lower strike level, investors will receive a cash settlement equal to the nominal amount per Airbag Certificate.
- (c) If the expiration value or expiration price of the Underlying on the expiration date is lower than or - if provided for in the Final Terms - at the lower strike level, investors shall receive a cash settlement calculated as follows: In a first step, the difference between the lower strike level and expiration value or expiration price is determined. This difference is then multiplied by the Downside Participation or Gearing factor and the multiplier or conversion ratio, as the case may be. Finally, the result is subtracted to the nominal amount per Airbag Certificate. In case of a physical settlement: The Investor will receive the Underlying whereby the delivery of the Underlying takes into account the multiplier or conversion ratio, as the case may be, and the Downside Participation or Gearing.

Airbag Certificates may additionally be equipped with a so-called Cap Level. In contrast to airbag certificates without a Cap Level, the Cap Level limits the participation of Investor in any price gains of the Underlying above the Upper Strike Level.

Buy on Dips Certificates

Buy on Dips Certificates allow investors to participate in the performance of the Underlying and get under certain conditions a potential regular coupon or bonus payment. Buy on Dips Certificates are primarily targeted at investors who expect short-term corrections in the Underlying but expect in the long term the Underlying to develop positively.

Initially, Buy on Dips Certificates provide exposure to the Underlying and a cash component, each of a certain weighting. The exposure to the Underlying allows investor to participate in the performance of the Underlying, while a coupon or bonus is paid on the percentage of the cash component not invested in the Underlying. If pre-defined trigger levels are reached, the Buy on Dips Certificates will shift the exposure from the cash component into the Underlying by increasing the exposure to the Underlying and decreasing the exposure to the cash component accordingly. This enables investors to take advantage of lower entry levels in a negative market environment provided that the Underlying recovers until expiry of the Buy on Dips Certificates.

At maturity the redemption amount will reflect the participation in the weighted performance of the Underlying. The profit and loss potential of the Buy on Dips Certificates corresponds largely to that of the Underlying and is in case of a positive performance of the Underlying (theoretically) unlimited, unless there is a cap specified and in case of a negative performance of the Underlying there is the risk of a total loss of the investment, unless there is a minimum redemption amount specified.

Callable Daily Range Accrual (CDRAN) Securities

Callable Daily Range Accrual (CDRAN) Securities are redeemed at 100 per cent. of their specified denomination or par value, as specified in the relevant Final Terms, on the maturity date. Such payment to the Holders is not guaranteed by a third party, but promised by the Issuer and is therefore always subject to the solvency of the Issuer.

The rate of interest in relation to each interest period equals (a) a fixed rate of interest, (b) if applicable, as specified in the relevant Final Terms, plus or minus the margin, (c) the result multiplied by the factor. The factor for each interest period is equal to, (i) the number of calendar days within the interest period on which the payment conditions have been satisfied, (ii) divided by the total number of calendar days in the interest period, (iii) if applicable, as specified in the relevant Final Terms, multiplied by a pre-defined number and, (iv) if applicable, as specified in the relevant Final Terms, the result minus another pre-defined number.

The condition for the purposes of item (i) above is that certain reference interest rate(s) as specified in the relevant Final Terms, is/are equal to and/or, as the case may be, greater or lower than certain pre-defined barrier(s) and is/are equal to and/or, as the case may be, greater or lower than certain pre-defined upper and/or lower bounds, as applicable and as specified in the relevant Final Terms.

Accordingly, the rate of interest depends on the number of calendar days during each interest period on which the payment conditions, as specified in the relevant Final Terms, are satisfied, whereby the greater the number of calendar days during an interest period on which the payment conditions are satisfied, the higher the rate of interest in respect of such interest period would be. It is possible that the rate of interest is zero (0) in case the payment conditions are not satisfied on a certain number of calendar days during the relevant interest period.

If the Securities have a minimum rate of interest (floor), as specified in the relevant Final Terms, the rate of interest shall, in any case, be at least equal to such minimum rate of interest (floor). If, on the other hand, the Securities have a maximum rate of interest (cap), as specified in the relevant Final Terms, the rate of interest shall, in any case, not be higher than such maximum rate of interest (cap).

Alternatively, if so specified in the relevant Final Terms, the rate of interest in respect of any interest period shall, in any event, not be lower than the rate of interest in respect of the immediately preceding interest period; or, if so specified in the relevant Final Terms, the rate of interest in respect of any interest period shall, in any case, not be higher than the rate of interest in respect of the immediately preceding interest period.

Extendible Money Market Certificates

Extendible Money Market Certificates allow Holders to participate in the positive development of bonus rates or put rates as specified in the relevant Final Terms. Conversely, Holders also participate in the negative development of such bonus rates or put rates.

Depending on the relevant Final Terms of the relevant Extendible Money Market Certificates, the Issuer may (or may not) be obligated to pay at least the specified denomination or par value (each a "**Minimum Redemption Amount**"), as the case may be, of the Securities upon redemption of the Securities. However, even if the Issuer is obligated to pay at least the Minimum Redemption Amount upon redemption of the Securities, the payment of the Minimum Redemption Amount is always subject to the solvency of the Issuer. In addition, the relevant Final Terms of the Securities may allow the Issuer to redeem early the Securities at an amount which is less than the Minimum Redemption Amount. Additionally Holders of the Securities will receive accrued interest.

The Extendible Money Market Certificates have an initial term until the initial maturity date which may be extended by further periods each time the Issuer exercises its extension option (as specified in the relevant Final Terms of the Securities). In case of Extendible Money Market Certificates with an automatic extension, the initial maturity date may be automatically extended by further periods each time the Issuer does not exercise its call option (as specified in the relevant Final Terms of the Securities).

The redemption scenarios under the Securities can be described as follows:

- (a) If the Issuer does not exercise its extension option or, in case of Extendible Money Market Certificates with an automatic extension, if the Issuer exercises its call option, the Extendible Money Market Certificates will be redeemed at the Redemption Amount (as defined below) on the initial maturity date (as specified in the relevant Final Terms of the Securities). In case the Issuer has already exercised an extension option but decides to not exercise any further extension options or, in case of Extendible Money Market Certificates with an automatic extension, the Securities have already been automatically extended by one accrual period and the Issuer decides to terminate the Securities by exercising its call option, the Extendible Money Market Certificates will be redeemed on the maturity date determined by the Issuer in its immediately preceding extension option exercise notice or, in case of Extendible Money Market Certificates with an automatic extension, on the extended maturity date determined by the Issuer in its extension rate notice (both as specified in the relevant Final Terms of the Securities).
- (b) If the Issuer exercises its extension option or, in case of Extendible Money Market Certificates with an automatic extension, if the Issuer does not exercise its call option (and, as a consequence the Securities will be automatically extended by one accrual period), each Holder has the option to ask for redemption of the Extendible Money Market Certificates held by such Holder at the Put Redemption Amount by exercising its put option on a day which falls a certain number of calendar days prior to the respective maturity date (the "**Investor's Put Option Exercise Date**"). If the Holder has exercised its put option, the Securities held by such Holder will be redeemed on a day which falls a certain number of calendar days after the Investor's Put Option Exercise Date.
- (c) If following the exercise of the Issuer's extension option by the Issuer or, in case of Extendible Money Market Certificates with an automatic extension, if following the automatic extension of the Securities, a Holder does not exercise its put option, the maturity date of the Securities will be extended by a period determined by the Issuer in its extension option exercise notice or, in case of Extendible Money Market Certificates with an automatic extension, in the extension rate notice (in each case as specified in the relevant Final Terms of the Securities).

The "**Redemption Amount**" will be equal to the product of the specified denomination or par value, as the case may be, of the Extendible Money Market Certificate and the relevant accretion factor for each Accrual Period. "**Accrual Period**" means, in the case of the first accrual period, the period from, and including, the issue date to, but excluding, the initial maturity date, in the case of the second accrual period, the period from, and including, the initial maturity date to, but excluding, the following extended maturity date, and, thereafter, in the case of any period between two successive extended maturity dates, the period from, and including, one extended maturity date to, but excluding, the following extended maturity date. The accretion factor is calculated based on the relevant bonus rate which is determined in respect of each of the Accrual Periods by the Issuer and published in the respective Issuer's extension option exercise notice or, in case of Extendible Money Market Certificates with an automatic extension, in the respective Issuer's extension rate notice for the immediately following Accrual Period.

The "**Put Redemption Amount**" will be equal to the product of the specified denomination or par value, as the case may be, of the Extendible Money Market Certificate and the relevant accretion factor for each Accrual Period. The accretion factor for each Accrual Period (with the exception of the last Accrual Period) is calculated based on the bonus rate published in the Issuer's extension option exercise notice or, in case of Extendible Money Market Certificates with an automatic extension, in the Issuer's extension rate notice for the immediately following Accrual Period. For the last Accrual Period, the accretion factor is calculated based on the put rate published in the Issuer's extension option exercise notice or, in case of Extendible Money Market Certificates with an automatic extension, in the Issuer's extension rate notice published immediately prior to the Investor's Put Option Exercise Date on which the Holder has duly exercised its put option.

The applicable bonus rate and put rate are only fixed for the first Accrual Period, but are, in case the Issuer's extension option is exercised or, in case of Extendible Money Market Certificates with an automatic extension, in case of an automatic extension, determined by the Issuer for any following Accrual Period and published in case of Extendible Money Market Certificates with an automatic extension, in the Issuer's extension rate notice.

Exchangeable Series of Extendible Money Market Certificates

Exchangeable Series of Extendible Money Market Certificates allow Holders to benefit from accreting interest on the Securities until redemption. There will not be any periodic payment of interest on the Securities. Instead the accreting interest will be determined in respect of certain intervals (each interval having a duration of approximately 1 month) referred to as "**Accrual Periods**" and will be expressed as a factor (the "**Accretion Factor**") as specified in the relevant Final Terms of the Securities. The Securities allow Holders to remain constantly invested in the Securities at the respective series tenor, subject to the option of the Issuer to early redeem the Securities

resulting in a cash redemption of all series at the respective maturity date.

Depending on the relevant Final Terms of the relevant Exchangeable Series of Extendible Money Market Certificates, the Issuer may (or may not) be obligated to pay at least the specified denomination or par value (each a "**Minimum Redemption Amount**"), as the case may be, of the Securities upon redemption of the Securities. However, even if the Issuer is obligated to pay at least the Minimum Redemption Amount upon redemption of the Securities, the payment of the Minimum Redemption Amount is always subject to the solvency of the Issuer. In addition, the relevant Final Terms of the Securities may allow the Issuer to redeem early the Securities at an amount which is less than the Minimum Redemption Amount. Additionally Holders of the Securities will receive accrued interest.

The Exchangeable Series of Extendible Money Market Certificates have an initial term until the initial maturity date which for all series of the Securities may be automatically extended by further periods each time the Issuer does not exercise its option to early redeem the Securities in accordance with the relevant Final Terms. In case the Exchangeable Series of Extendible Money Market Certificates have been auto-extended as described in the relevant Final Terms and Holders wish to remain invested in the respective series of the Securities held, no action by the Holders is required.

In accordance with the relevant Final Terms, the Exchangeable Series of Extendible Money Market Certificates offers Holders of the Securities, a recurring option to redeem any series of the Securities by switching all or parts of their holdings into another eligible series as specified in the relevant Final Terms. As further specified in the relevant Final Terms, certain series of the Securities may at the option of the Holders either be redeemed in cash or may be switched into any longer series whereas other series of the Securities entitle Holders to switch into the next shorter or into any longer series of the Securities. Depending on the relevant Final Terms, only the shortest series of the Securities may be redeemed in cash at the option of the Holders.

Fixed Rate Securities

Fixed Rate Securities entitle their Holders to receive on the maturity date the payment of the specified denomination or par value per Security, as specified in the relevant Final Terms. As a result, the Securities are redeemed at 100 per cent. of their specified denomination or par value, as specified in the relevant Final Terms, on the maturity date. Such payment is not guaranteed by a third party, but promised by the Issuer and is therefore always subject to the solvency of the Issuer.

During the term of the Securities, each Holder is entitled to receive on each interest payment date the payment of the interest amount per Security in relation to the preceding interest period. The interest amount per Security is calculated by multiplying the specified denomination or par value per Security, as specified in the relevant Final Terms, with the rate of interest and the day count fraction.

In case of Fixed Rate Securities (other than Step-up and Step-down Securities) the rate of interest is fixed for the whole term of the Securities. In case of Fixed Rate Securities (Step-up and Step-down Securities) the rate of interest is not fixed for the whole term of the Securities, but is lowered (in case of Fixed Rate Securities (Step-down Securities)) or increased (in case of Fixed Rate Securities (Step-up Securities)) in certain intervals, as specified in the relevant Final Terms.

Fixed Rate Amortising Securities

Fixed Rate Amortising Securities entitle their Holders to receive on each interest payment date the payment of an amortising amount per Security and on the maturity date the payment of the final redemption amount per Security (being the specified denomination or par value per Security, as the case may be, less the sum of all amortisation amounts per Security paid to the Holders prior to the maturity date), in each case, as specified in the relevant Final Terms. As a result, each Security amortises and is redeemed in part on each interest payment date, with the final redemption payment and redemption in full taking place at the maturity date. Each Security is redeemed at an aggregate amount (for the avoidance of doubt, being the aggregate of all relevant amortisation amounts and the final redemption amount, as specified in the relevant Final Terms) equal to 100 per cent. of the specified denomination or par value, as the case may be, per Security. Such payments of amortisation amounts and the final redemption amount are not guaranteed by a third party, but promised by the Issuer and are therefore always subject to the solvency of the Issuer.

During the term of the Securities, each Holder is entitled to receive on each interest payment date the payment of the interest amount per Security in relation to the preceding interest period. The interest amount per Security is calculated by multiplying the outstanding principal amount per Security in respect of the relevant interest period, as specified in the relevant Final Terms, with the rate of interest and the day count fraction. The outstanding principal amount per Security in respect of any interest period is equal to the specified denomination or par

value, as the case may be, per Security, less the sum of all amortisation amounts per Security paid to the Holders prior to the maturity date

The rate of interest is not fixed for the whole term of the Securities, but is lowered or increased in certain intervals, as specified in the relevant Final Terms.

Floating Rate Securities

Floating Rate Securities entitle their Holders to receive on the maturity date the payment of the specified denomination or par value per Security, as specified in the relevant Final Terms. As a result, the Securities are redeemed at 100 per cent. of their specified denomination or par value, as specified in the relevant Final Terms, on the maturity date. Such payment is not guaranteed by a third party, but promised by the Issuer and is therefore always subject to the solvency of the Issuer.

During the term of the Securities, each Holder is entitled to receive on each interest payment date the payment of the interest amount per Security in relation to the preceding interest period. The interest amount per Security is calculated by multiplying the specified denomination or par value per Security, as specified in the relevant Final Terms, with the rate of interest and the day count fraction.

In case of Floating Rate Securities (other than with an inverse floating rate), the rate of interest in relation to each interest period equals the relevant reference interest rate. In case of Floating Rate Securities (with an inverse floating rate), the rate of interest in relation to each interest period equals the fixed interest rate minus the relevant reference interest rate, if applicable, multiplied by a pre-defined factor, as specified in the relevant Final Terms, and, if applicable, plus or minus the margin, as specified in the relevant Final Terms.

If the Securities have a minimum rate of interest (floor), as specified in the relevant Final Terms, the rate of interest shall, in any case, be at least equal to such minimum rate of interest (floor). If, on the other hand, the Securities have a maximum rate of interest (cap), as specified in the relevant Final Terms, the rate of interest shall, in any case, not be higher than such maximum rate of interest (cap).

Alternatively, if so specified in the relevant Final Terms, the rate of interest in respect of any interest period shall, in any event, not be lower than the rate of interest in respect of the immediately preceding interest period; or, if so specified in the relevant Final Terms, the rate of interest in respect of any interest period shall, in any case, not be higher than the rate of interest in respect of the immediately preceding interest period.

Fixed to Floating Rate Securities

Fixed to Floating Rate Securities entitle their Holders to receive on the maturity date the payment of the specified denomination or par value per Security, as specified in the relevant Final Terms. As a result, the Securities are redeemed at 100 per cent. of their specified denomination or par value, as specified in the relevant Final Terms, on the maturity date. Such payment is not guaranteed by a third party, but promised by the Issuer and is therefore always subject to the solvency of the Issuer.

The Securities bear a fixed rate of interest during the period from, and including, the interest commencement date, to, but excluding, the interest rate change date (i.e., the first period), and bear a floating rate of interest during the period from, and including, the interest rate change date, to, but excluding, the scheduled maturity date (i.e., the second period).

During the first period, each Holder is entitled to receive on each interest payment date the payment of the fixed interest amount per Security in relation to the preceding fixed interest period. The fixed interest amount per Security is calculated by multiplying the specified denomination or par value per Security, as specified in the relevant Final Terms, with the fixed rate of interest and the day count fraction. The fixed rate of interest is fixed during the first period. During the second period, each Holder is entitled to receive on each floating interest payment date the payment of the floating interest amount per Security in relation to the preceding floating interest period. The floating interest amount per Security is calculated by multiplying the specified denomination or par value per Security, as specified in the relevant Final Terms, with the floating rate of interest and the day count fraction.

If the Securities have a minimum rate of interest (floor), as specified in the relevant Final Terms, the floating rate of interest shall, in any case, be at least equal to such minimum rate of interest (floor). If, on the other hand, the Securities have a maximum rate of interest (cap), as specified in the relevant Final Terms, the floating rate of interest shall, in any case, not be higher than such maximum rate of interest (cap).

Alternatively, if so specified in the relevant Final Terms, the floating rate of interest in respect of any interest

period shall, in any event, not be lower than the floating rate of interest in respect of the immediately preceding interest period; or, if so specified in the relevant Final Terms, the floating rate of interest in respect of any interest period shall, in any case, not be higher than the floating rate of interest in respect of the immediately preceding interest period.

Floating to Fixed Rate Securities

Floating to Fixed Rate Securities entitle Holders to receive on the maturity date the payment of the specified denomination or par value per Security, as specified in the relevant Final Terms. As a result, the Securities are redeemed at 100 per cent. of their specified denomination or par value, as specified in the relevant Final Terms, on the maturity date. Such payment is not guaranteed by a third party, but promised by the Issuer and is therefore always subject to the solvency of the Issuer.

The Securities bear a floating rate of interest during the period from, and including, the interest commencement date, to, but excluding, the interest rate change date (i.e., the first period), and bear a fixed rate of interest during the period from, and including, the interest rate change date, to, but excluding, the scheduled maturity date (i.e., the second period).

During the first period, each Holder is entitled to receive on each floating interest payment date the payment of the floating interest amount per Security in relation to the preceding floating interest period. The floating interest amount per Security is calculated by multiplying the specified denomination or par value per Security, as specified in the relevant Final Terms, with the floating rate of interest and the day count fraction.

If the Securities have a minimum rate of interest (floor), as specified in the relevant Final Terms, the floating rate of interest shall, in any case, be at least equal to such minimum rate of interest (floor). If, on the other hand, the Securities have a maximum rate of interest (cap), as specified in the relevant Final Terms, the floating rate of interest shall, in any case, not be higher than such maximum rate of interest (cap).

Alternatively, if so specified in the relevant Final Terms, the floating rate of interest in respect of any interest period shall, in any event, not be lower than the floating rate of interest in respect of the immediately preceding interest period; or, if so specified in the relevant Final Terms, the floating rate of interest in respect of any interest period shall, in any case, not be higher than the floating rate of interest in respect of the immediately preceding interest period.

During the second period, each Holder is entitled to receive on each interest payment date the payment of the fixed interest amount per Security in relation to the preceding fixed interest period. The fixed interest amount per Security is calculated by multiplying the specified denomination or par value per Security, as specified in the relevant Final Terms, with the fixed rate of interest and the day count fraction. The fixed rate of interest is fixed during the second period.

Open End Rate Accrual Securities

Open End Rate Accrual Securities allow Holders to participate in the positive development of the underlying as specified in the relevant Final Terms of the Securities. Conversely, Holders also participate in the negative development of the underlying. The Securities entitle the Holders upon exercise of either the Holder's put option or the Issuer's call option (both as specified in the relevant Final Terms) to receive on the optional redemption date or the put redemption date (as specified in the relevant Final Terms) the payment of the Reference Rate Linked Redemption Amount (as defined below).

The "**Reference Rate Linked Redemption Amount**" means an amount per Open End Rate Accrual Security which accretes daily, based on the prevailing fixing rate which is adjusted on each fixing date (as specified in the relevant Final Terms). The prevailing Fixing Rate is based on the value of the underlying plus or minus the spread (if provided for in the relevant Final Terms of the Securities) and minus the management fee (if provided for in the relevant Final Terms of the Securities) (both as specified in the relevant Final Terms of the Securities) (the "**Fixing Rate**"). The Reference Rate Linked Redemption Amount per Open End Rate Accrual Security will be equal to the product of the specified denomination or par value, as the case may be, of the Open End Rate Accrual Security and the accretion factor (as specified in the relevant Final Terms of the Securities) which is determined on the basis of all relevant Fixing Rates.

If the relevant Final Terms of the Securities provide for an automatic early termination, a check will be performed on each fixing date as to whether the Fixing Rate on such date is less than or, if so provided for in the relevant Final Terms of the Securities, equal to the automatic early redemption level as specified in the relevant Final Terms of the Securities. In such case, the Open End Rate Accrual Securities will be redeemed on a day which falls a certain number of business days after such fixing date (as specified in the relevant Final Terms of the Securities)

at the Reference Rate Linked Redemption Amount on such Fixing Date.

During the term of the Securities, Holders are not entitled to receive any payment of interest.

Open End Daily Accrual Securities

The Securities allow Holders to participate in the positive development of the underlying. Conversely, Holders also participate in the negative development of the underlying. Open End Daily Accrual Securities entitle the Holders upon exercise of either the Holder's put option or the Issuer's call option to receive on the redemption date the payment of the Underlying Linked Redemption Amount (as defined below).

The "**Underlying Linked Redemption Amount**" means an amount per Open End Daily Accrual Security which accretes daily, based on the value of the underlying on each fixing date (as specified in the relevant Final Terms of the Securities). The accretion is calculated on the basis of the value of the underlying plus or minus the spread (if provided for in the relevant Final Terms of the Securities) and minus the management fee (if provided for in the relevant Final Terms of the Securities) (both as specified in the relevant Final Terms).

In the case of Open End Daily Accrual Securities and if the relevant Final Terms of the Securities provide for an automatic early termination, a check will be performed on each Fixing Date as to whether the value of the underlying plus or minus the spread (if provided for in the relevant Final Terms of the Securities) and minus the management fee (if provided for and specified in the relevant Final Terms of the Securities) on such date is less than or, if so provided for in the relevant Final Terms of the Securities, equal to the automatic early redemption level as determined in the relevant Final Terms of the Securities. In such case, the Securities will be redeemed at the Underlying Linked Redemption Amount on such Fixing Date, a certain number of business days after such fixing date (as specified in the relevant Final Terms of the Securities).

During the term of the Securities, Holders are not entitled to receive any payment of interest.

Steepener Securities

Steepener Securities entitle their Holders to receive on the maturity date, the payment of the specified denomination or par value per Security, as specified in the relevant Final Terms. As a result, the Securities are redeemed at 100 per cent. of their specified denomination or their par value, as specified in the relevant Final Terms, on the maturity date. Such payment is not guaranteed by a third party, but promised by the Issuer and is therefore always subject to the solvency of the Issuer.

During the term of the Securities, each Holder is entitled to receive on each interest payment date the payment of the interest amount per Security in relation to the preceding interest period. The interest amount per Security is calculated by multiplying the specified denomination or par value per Security, as specified in the relevant Final Terms, with the rate of interest and the day count fraction.

The rate of interest in relation to each interest period equals (a) (i) a fixed rate of interest, if applicable, as specified in the relevant Final Terms, (ii) plus or minus the Margin, (b) multiplied by the factor. The factor for each interest period is equal to RIR1 (being reference interest rate 1) minus RIR2 (being reference interest rate 2), if applicable, as specified in the relevant Final Terms, the result multiplied by the multiplier.

In case of Steepener Securities with Target Interest Amount, each Security entitles its Holders to receive up to a certain target interest amount per Security. Accordingly, if, on any interest payment date, the aggregate of all interest amounts per Security paid to the Holders prior to such interest payment date reaches or exceeds the target interest amount, then the Issuer pays to the Holders the interest amount due to the Holders on such interest payment date or, as the case may be, as specified in the relevant Final Terms, such amount that the Holders receive in aggregate exactly the target interest amount per Security and the Security then terminates. Further and in addition, if so specified in the relevant Final Terms of the Steepener Securities (with Target Interest Amount), if on the maturity date or, as the case may be, other specified interest payment date, as specified in the relevant Final Terms, the aggregate of all interest amounts per Security paid to the Holders prior to the maturity date or, as the case may be, such other interest payment date falls short of the target interest amount per Security, then the Issuer pays to the Holders the interest amount due to the Holders on such interest payment date and, in addition, pays to the Holders such additional amount per Security that the Holders receive in aggregate exactly the target interest amount per Security.

If the Securities have a minimum rate of interest (floor), as specified in the relevant Final Terms, the rate of interest shall, in any case, be at least equal to such minimum rate of interest (floor). If, on the other hand, the Securities have a maximum rate of interest (cap), as specified in the relevant Final Terms, the rate of interest shall, in any case, not be higher than such maximum rate of interest (cap).

Alternatively, if so specified in the relevant Final Terms, the rate of interest in respect of any interest period shall, in any event, not be lower than the rate of interest in respect of the immediately preceding interest period; or, if so specified in the relevant Final Terms, the rate of interest in respect of any interest period shall, in any case, not be higher than the rate of interest in respect of the immediately preceding interest period.

Zero Coupon Securities

Zero Coupon Securities entitle their Holders to receive on the maturity date the payment of the specified denomination or par value per Security, as specified in the relevant Final Terms. As a result, the Securities are redeemed at 100 per cent. of their specified denomination or their par value, as specified in the relevant Final Terms, on the maturity date. Such payment is not guaranteed by a third party, but promised by the Issuer and is therefore always subject to the solvency of the Issuer.

The Securities do not pay current interest but are typically issued at a discount from their specified denomination or par value, as specified in the relevant Final Terms. Instead of periodic payments of interest, the difference between the payment of the specified denomination or par value, as specified in the relevant Final Terms, per Security and the issue price constitutes interest income until maturity and reflects the market interest rate at the issue date.

Investors should be aware that this is not an exhaustive list of the types of Securities which may be issued under this Base Prospectus. The types of Securities which may be issued under this Base Prospectus include any other types of Securities (including a Series of Securities comprising a combination of two or more of any of the types of Securities mentioned above) as set out in the applicable Final Terms.

GENERAL CONDITIONS OF THE SECURITIES

The content of this section forms the general conditions of the Securities (the "**General Conditions**") which are, subject to section "*Conditions incorporated by reference (Continuous Offering)*", applicable to all Securities or, if so specified, to a particular type of Securities issued under this Base Prospectus. The General Conditions and the applicable Final Terms of the Securities together constitute the conditions of the Securities and must always be read in conjunction with each other. In the case of any inconsistency between the General Conditions and the terms and conditions set out in the relevant Final Terms, the Final Terms shall prevail.

A. GENERAL CONDITIONS APPLICABLE TO ALL SECURITIES

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following conditions apply to all Securities issued under this Base Prospectus and shall always be read together with the applicable Final Terms of the Securities.

I. Form of the Securities; Transferability

1. Form of the Securities

The Securities will be issued in the form of intermediated securities (*Bucheffekten*; the "**Intermediated Securities**") pursuant to the Swiss Federal Act on Intermediated Securities, as the same may be amended from time to time (*Bucheffektengesetz*; the "**FISA**"). The Intermediated Securities are created based on global notes (*Globalurkunden*, "**Global Notes**") pursuant to article 973b of the Swiss Federal Code of Obligations, as the same may be amended from time to time ("**CO**"), or uncertificated securities (*Wertrechte*; "**Uncertificated Securities**") pursuant to article 973c CO by (a) depositing the Global Notes with a depository (*Verwahrungsstelle*) in accordance with the FISA (the "**Main Depository**") or entering the Uncertificated Securities into the main register (*Hauptregister*) of a Main Depository, and (b) making a credit entry into one or more securities accounts (*Effektenkonten*). The Issuer will usually choose SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland ("**SIX SIS**") as Main Depository, but reserves the right to choose any other depository permitted under article 4 FISA as Main Depository (including UBS AG and UBS Switzerland AG). In case of Intermediated Securities which are created based on Uncertificated Securities, the Issuer will be the person maintaining the register of uncertificated securities (*Wertrechtbuch*) with respect to a specific issuance of Securities.

Unless otherwise provided for in the applicable Final Terms, the records of the Main Depository will determine the number of Securities issued in the form of Intermediated Securities held by each participant of the Main Depository and the holders of such Securities will be the persons holding the Intermediated Securities in a securities account (*Effektenkonto*) (that is in their own name) with an intermediary, it being understood that entities qualifying as intermediaries according to the FISA will only be deemed to be "Holders" if they hold the Securities for their own account in a securities account (*Effektenkonto*) (that is in their own name) with another intermediary (and the terms "Holder" and "holder of Securities" and related expressions shall be construed accordingly). Intermediated Securities are transferred and otherwise disposed of in accordance with the provisions of the FISA and the relevant agreements with the respective Main Depository (in particular, neither the Intermediated Securities nor any rights pertaining to the Intermediated Securities may be transferred by way of assignment pursuant to articles 164 *et seqq.* CO without the prior written consent of the Issuer).

Holders shall at no time have the right to effect or demand (a) the conversion of Uncertificated Securities into definitive securities (or vice versa) and/or (b) delivery of definitive securities (including Global Notes). The Issuer may convert Global Notes (constituting the basis for Intermediated Securities) into Uncertificated Securities (constituting the basis for Intermediated Securities) and vice versa at any time and without the consent of the Holders.

2. Free transferability

In general, there are no restrictions on the free transferability of the Securities. However, depending on the relevant Final Terms, potential investors should be aware that Securities represented by digital tokens recorded on a blockchain may only be transferred to another blockchain address, as specified in the relevant Final Terms, that has been previously whitelisted by the Issuer. Potential investors should note

that in such case and as specified in the relevant Final Terms, digital tokens may not be transferred to addresses that are not included in the smart contract.

II. Status of the Securities / Classification

Unless otherwise provided for in the applicable Final Terms, the obligations under the Securities constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer without any preference among themselves and without any preference one above the other by reason of priority of date of issue, currency of payment or otherwise, except for obligations as may be preferred by mandatory provisions of law.

The Securities do not represent a participation in any of the collective investment schemes pursuant to articles 7 *et seqq.* of the CISA and are not subject to an authorisation of the Swiss Financial Market Supervisory Authority's (FINMA). Therefore, Holders are not eligible for the specific investor protection under the CISA. Furthermore, the Securities do not benefit from any depositor protection under article 37b of the Swiss Federal Law on Banks and Savings Banks or other forms of deposit insurance under any other laws as might be applicable to the Securities.

III. Currency/-ies of the Securities

Subject to compliance with all applicable legal or regulatory requirements, the Securities may be issued in any currency, including, but not limited to, U.S. dollar ("**USD**"), Euro ("**EUR**"), Pound Sterling ("**GBP**"), Japanese Yen ("**JPY**"), Swiss Francs ("**CHF**"), Australian Dollar ("**AUD**"), Hong Kong Dollar ("**HKD**") and Singapore Dollar ("**SGD**").

IV. Payments and deliveries under the Securities

Unless otherwise provided for in the applicable Final Terms, all payments in respect of the Securities shall be made, subject to applicable fiscal and other laws and regulations, to the Clearing System or the relevant intermediary or to its order for credit to the accounts of the relevant account holders of the Clearing System or the relevant intermediary in accordance with applicable laws and regulations and the rules and regulations of the relevant Clearing System.

The delivery of any asset(s) in respect of the Securities will be affected to the order of the relevant Holder and ultimately be credited to a securities account which forms part of the relevant Clearing System or the relevant intermediary to which the Securities were accounted to. No Holder will be entitled to receive any interest (if any) declared or paid in respect of the asset(s) to be delivered if the date of such payment falls before the date on which the asset(s) is/are credited to the securities account of the relevant Holder. All expenses, including but not limited to, any depository charges, levies, registration, transaction or exercise charges, stamp duties, stamp duty reserve taxes and/or other taxes or duties (together the "**Delivery Expenses**") arising from the delivery of such asset(s) shall be for the account of the relevant Holder and no delivery and/or transfer of the asset(s) in respect of a Security shall be made until all Delivery Expenses have been discharged to the satisfaction of the Issuer by the relevant Holder.

Any precious metals or foreign currencies to be paid or delivered to the Holders under the relevant Securities will only be paid or delivered to Holders that maintain a precious metals and/or a foreign currency account. Should the relevant Holder not maintain such account, neither the Issuer nor the Paying Agent will have any obligation to pay any cash amounts or deliver any substitute amount to such Holder in lieu of such precious metals or foreign currencies.

V. Clearing and settlement of Securities

The information set out below is subject to changes in or reinterpretation of the rules, regulations and procedures of UBS AG/UBS Switzerland AG, SIX SIS, Clearstream, Frankfurt, Clearstream, Luxembourg and Euroclear or any other Clearing System specified as "Clearing System" in the applicable Final Terms from time to time (the "**Clearing System**"). Investors wishing to use the facilities of any Clearing System must check the rules, regulations and procedures of the relevant Clearing System which are in effect at the relevant time.

1. General

The Securities will be cleared through UBS AG/UBS Switzerland AG, SIX SIS, Clearstream, Frankfurt, Clearstream, Luxembourg, Euroclear and/or any other Clearing System.

The Common Code, the International Securities Identification Number (ISIN) and/or identification number for any other Clearing System, as the case may be, will be specified in the relevant Final Terms.

2. UBS AG/UBS Switzerland AG

UBS AG or UBS Switzerland AG may in relation to Intermediated Securities act as Main Depository. In such case, the relevant Securities can only be held in a securities account with UBS AG or UBS Switzerland AG, as applicable.

The address of UBS AG is Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland. The address of UBS Switzerland AG is Bahnhofstrasse 45, 8001 Zurich, Switzerland.

3. SIX SIS

SIX SIS is a wholly owned subsidiary of SIX Group Ltd. and is a bank supervised by the Swiss Financial Market Supervisory Authority.

SIX SIS acts as the central securities depository and settlement institution for the following Swiss securities: equities, government and private sector bonds, money market instruments, exchange traded funds, conventional investment funds, structured products, warrants and other derivatives. Apart from providing custody and settlement for Swiss securities, SIX SIS acts as global custodian and offers its participants access to custody and settlement in foreign financial markets. SIX SIS offers direct links to other international central securities depositories including Clearstream, Frankfurt, Clearstream, Luxembourg and Euroclear.

The address of SIX SIS is SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland.

4. Clearstream, Frankfurt

Clearstream, Frankfurt is a wholly owned subsidiary of Clearstream International S.A., Luxembourg and is established and incorporated in Germany as a stock corporation. Clearstream, Frankfurt is a licensed central securities depository in accordance with the provisions of the Securities Deposit Act (*Depotgesetz*) and is supervised by the Federal Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*).

Clearstream, Frankfurt holds securities for its customers and facilitates the clearance and settlement of securities transactions by book entry transfers between their accounts. Clearstream, Frankfurt provides various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Indirect access to Clearstream, Frankfurt is available to other institutions which clear through or maintain a custodial relationship with an account holder of Clearstream, Frankfurt.

The address of Clearstream, Frankfurt is Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany.

5. Clearstream, Luxembourg

Clearstream, Luxembourg was incorporated in 1970 as a limited company under Luxembourg law. It is registered as a bank in Luxembourg, and as such is subject to regulation by the *Commission de Surveillance du Secteur Financier*, which supervises Luxembourg banks.

Clearstream, Luxembourg holds securities for its customers and facilitates the clearance and settlement of securities transactions by book entry transfers between their accounts. Clearstream, Luxembourg provides various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg also deals with domestic securities markets in several countries through established depository and custodial relationships. Over 300,000 domestic and internationally traded bonds, equities and investment funds are currently deposited with Clearstream, Luxembourg. Currently, Clearstream, Luxembourg has approximately 2,500 customers in over 110 countries. Indirect access to Clearstream, Luxembourg is available to other institutions which clear through or maintain a custodial relationship with an account holder of Clearstream, Luxembourg.

The address of Clearstream, Luxembourg is Clearstream Banking SA, Luxembourg, 42 Avenue JF Kennedy, L-1855 Luxembourg.

6. Euroclear

The Euroclear System was created in 1968 to hold securities for participants in Euroclear ("**Euroclear Participants**") and to effect transactions between Euroclear Participants through simultaneous book entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfer of securities and cash. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear group reshaped its corporate structure in 2000 and 2001, transforming the Belgian company Euroclear Clearance System (*Société Coopérative*) into Euroclear Bank SA/NV, which now operates the Euroclear System. In 2005, a new Belgian holding company, Euroclear SA/NV, was created as the owner of all the shared technology and services supplied to each of the Euroclear Central Securities Depositories and the International Central Securities Depository (the "**ICSD**"). Euroclear SA/NV is owned by Euroclear plc, a company organised under the laws of England and Wales, which is owned by market participants using Euroclear services as members.

As an ICSD, Euroclear provides settlement and related securities services for cross-border transactions involving domestic and international bonds, equities, derivatives and investment funds, and offers clients a single access point to post-trade services in over 40 markets. Distributions with respect to interests in Securities held through Euroclear will be credited to the Euroclear cash accounts of Euroclear Participants to the extent received by Euroclear's depository, in accordance with the Euroclear terms and conditions. Euroclear will take any other action permitted to be taken by a holder of any such Securities on behalf of a Euroclear Participant only in accordance with the Euroclear terms and conditions.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, 1210 Brussels, Belgium.

VI. Disruption Events applicable to the Securities

1. Price Source Disruption Events

If a (foreign-exchange or other) rate, quote, price or other information that is required to make a determination with respect of the Securities is not observable from the relevant source or sources due to the fact that such source(s) is/are unavailable by reason of an unscheduled bank closure, IT system disruption or the occurrence of any other disruption event, as reasonably determined by the Calculation Agent, (each such event, a "**Price Source Disruption Event**"), the Calculation Agent may, subject to any further or other provisions set out in the applicable Final Terms, use such other source(s) that are under the then prevailing circumstances available and/or postpone the determination in question until such time as the relevant information becomes available again (but not for more than twenty Business Days following the occurrence of such Price Source Disruption Event).

In case of a postponement of the relevant determination as described above, any payment date (and the respective payments under the Securities) may be postponed up to the date falling three Business Days (or such other number of Business Days as specified in the applicable Final Terms) after the date on which the relevant information becomes available again. If on the twentieth Business Day following the occurrence of the Price Source Disruption Event the relevant information is not available (because neither the original nor an alternative source exists or is accessible), the Calculation Agent shall determine the relevant information in its reasonable discretion. If a Price Source Disruption Event leads to a postponement of a scheduled payment or redemption date, no default interest or other additional payment shall become payable by the Issuer and such postponement shall not constitute an Event of Default in respect of the Issuer.

If the methodology, content, composition, constitution or administrator of a rate, quote, price or other information that is required to make a determination in respect of the Securities changes, the Securities shall be deemed to reference such rate, quote, price or other information as the Calculation Agent reasonably determines as successor of or alternative for such rate, quote, price or other information and which is commonly used by market participants as successor or alternative rate, quote, price or other

information. Any actions according to section A.VI.3 (*FX Disruption Events*) of these General Conditions remain reserved.

If a rate, spread or similar reference factor which corresponds to a particular term and which is required for a determination in respect of the Securities ceases to be available or published and there is no successor for such reference factor, but reference factors for different terms continue to be available and published, the reference factor in question shall be calculated by linear interpolation of available reference factors which correspond to the next longer and shorter term.

2. Settlement Disruption Events

In case an event beyond the control of the Issuer and/or the Paying Agent occurs as a result of which the Issuer and/or the Paying Agent cannot or is not allowed to make (a) a payment and/or (b) a delivery of one or more asset(s), in each case to the relevant Clearing System or intermediary as and when such payment or delivery is due to be made (each such event, a "**Settlement Disruption Event**") and if such event is continuing on a date on which a payment or delivery is due to be made, such payment or delivery shall be postponed to the first Business Day following the day on which the Settlement Disruption Event ceases to continue. Any such postponement of payment or delivery due to a Settlement Disruption Event shall not constitute a default by the Issuer and the Holders shall not be entitled to any default interest or other additional payment due to such postponement of payment or delivery. Where a Settlement Disruption Event affects some but not all of the relevant assets that are due to be delivered or payments that are due to be made, the payments or delivery of the assets not affected by the Settlement Disruption Event will be unadjusted and the due date with respect to such assets or payments shall be the originally designated due date.

Notwithstanding the above, following the occurrence of a Settlement Disruption Event, the Issuer may elect in its sole and absolute discretion but in accordance with established market practice to satisfy and discharge its obligations in respect of the relevant Securities in such way as it is reasonably practicable in lieu of a settlement as described above.

Upon the occurrence of a Settlement Disruption Event, the Issuer or the Paying Agent shall give a notice to the Holders stating that a Settlement Disruption Event has occurred and providing details thereof. Failure of the Issuer or the Paying Agent to provide the Holders with such notice shall not affect the validity of the actions described above.

All determinations made by the Issuer or the Paying Agent pursuant to this section shall be conclusive and binding on the Holders and the Issuer. The Holders will not be entitled to any compensation from the Issuer or the Paying Agent for any loss suffered as a result of the occurrence of a Settlement Disruption Event.

3. FX Disruption Events

In case one or more FX Disruption Events occur at any time and if such event or events is/are continuing on a date on which a valuation, payment or delivery is due to be made, the Issuer may, in its reasonable discretion, (a) deduct from the relevant payment or delivery to be made under the Securities an amount calculated by the Calculation Agent as representing a cost, expense, charge and/or deduction arising in connection with such FX Disruption Event(s) or make any other adjustment with respect thereto; and/or (b) adjust any determination, redemption, termination or other date under the Securities; and/or (c) specify and adopt (i) an appropriate alternate fall-back or alternative price or rate source or method of determination selected by the Calculation Agent (which may or may not be by reference to dealer poll or such other publication page or service as may replace the relevant page or service for the purpose of displaying a currency exchange rate comparable or equivalent to the relevant FX Rate) or (ii) a replacement of any one or more relevant currencies, as the case may be; and/or (d) treat the relevant FX Disruption Event(s) as if an Early Termination Event had occurred in respect of the Securities for the purposes of exercising any applicable rights under the relevant Final Terms.

Upon the occurrence of an FX Disruption Event, the Issuer or the Paying Agent shall give a notice to the Holders stating that a FX Disruption Event has occurred and providing details thereof. Failure of the Issuer or the Paying Agent to provide the Holders with such notice shall not affect the validity of the actions described above.

4. Market Disruption Events

For a description of the market disruption events applicable to the Securities reference is made to the additional general conditions set forth on pages 86 to 197 of this Base Prospectus.

VII. Corrections to foreign exchange rates

If (a) a FX Rate used by the Calculation Agent to determine (i) any amount payable under the Securities or (ii) whether a limit, barrier or, as the case may be, threshold, as applicable, has been reached, exceeded or fallen short of is based on information published or announced by any financial information service provider and (b) such financial information service provider subsequently corrects such information within one hour of the original publication or announcement of such information, the Calculation Agent may recalculate such amount payable under the Securities using such corrected information.

Notwithstanding the preceding paragraph, if (a) a FX Rate used by the Calculation Agent to determine (i) any amount payable under the Securities or (ii) whether a limit, barrier or, as the case may be, threshold, as applicable, has been reached, exceeded or fallen short of is based on information published or announced by any Governmental Authority and (b) such Governmental Authority subsequently corrects such information within five calendar days of the original publication or announcement of such information but in any event two Business Days prior to the date on which such amount is to be paid, the Calculation Agent may recalculate such amount payable under the Securities using such corrected information.

VIII. Listing and trading of the Securities

The Issuer may decide to apply for listing and/or admission to trading on or inclusion of any Securities into (as applicable) (together referred to as the "**listing**" or "**trading**" of the Securities) either the SIX Swiss Exchange Ltd. ("**SIX**") or the BX Swiss Ltd. ("**BX**"). In addition or as an alternative, the Issuer may decide to apply for the listing of the Securities on any other securities exchange, multilateral trading facility or market. However, the Issuer may also decide not to apply for listing and/or trading of the Securities on any securities exchange, multilateral trading facility or market.

The applicable Final Terms will state whether or not the relevant Securities are to be admitted to trading and/or listed and, if so, on which securities exchange(s) and/or multilateral trading facility(ies) and/or markets. In addition, and where applicable, the applicable Final Terms may also state the first exchange trading day, the last exchange trading day and the last exchange trading time, as the case may be, and in case of a listing of the Securities at the SIX or the BX, the relevant SIX or BX symbol as well as further listing and/or trading-related information, if applicable.

No representation can and will be given by the Issuer or any Manager that any envisaged listing and/or trading will be successful. In case of a listing and/or trading of the Securities on any securities exchange, multilateral trading facility or market, the Issuer will use reasonable endeavours to maintain any such listing and/or trading during the term of the Securities.

IX. Rating of the Securities

Securities issued under this Base Prospectus may be rated or unrated. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. The relevant Final Terms may state whether the Securities are rated or not and, if rated, specify the rating.

X. Taxation

1. General

Each Holder shall assume and be responsible for any and all taxes, duties, fees and charges imposed on or levied against (or which could be imposed on or levied against) such Holder in any jurisdiction or by any Governmental Authority or regulatory authority. Neither the Issuer nor any other Agent is obliged to gross up any payments in respect of the Securities and shall have the right, but not the obligation, to withhold or deduct from any amounts payable to the Holders such amount as is necessary for the payment of any such taxes, duties, fees and/or charges. In case any Governmental Authority or regulatory authority imposes on the Issuer the obligation to pay any such taxes, duties, fees and/or charges, the Holder shall promptly reimburse the Issuer.

Holdings should inform themselves with regard to any tax consequences particular to their circumstances arising in any relevant jurisdiction (including any jurisdiction in which they are resident or domiciled for

tax purposes in connection with the acquisition, ownership, redemption or disposal by them of any Securities).

2. Section 871(m) of the US Tax Code

U.S. Treasury Department regulations under Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended ("**Section 871(m)**") require withholding of up to 30 per cent. (depending on whether an income tax treaty or other exemption applies) on payments or deemed payments made to non-U.S. persons on certain financial instruments (which may include the Securities) to the extent that such payments (or deemed payments) are contingent upon or determined by reference to U.S.-source dividends. Under these regulations, certain payments or deemed payments to non-U.S. holders with respect to certain equity linked instruments that reference U.S. stocks or indices that include U.S. equities may be treated as dividend equivalents ("**Dividend Equivalents**") that are subject to U.S. withholding tax at a rate of 30 per cent. (or lower applicable rate).

Under these regulations, withholding may be required even in the absence of any actual dividend-related payment or adjustment made pursuant to the terms and conditions of the Securities and it may be difficult or not possible for Holders to determine whether the Securities include Dividend Equivalents.

These rules differentiate between "Delta-One" and "Non-Delta-One" Securities, *i.e.* whether the Securities track the relevant underlying 1:1 ("**Delta-One Securities**") or not ("**Non-Delta-One Securities**"). This withholding will not apply to Non-Delta-One Securities issued before 1 January 2019 ("**Grandfathered Securities**") unless the Grandfathered Securities are "significantly modified" (including as a result of changes to the Underlying or Basket Component or Reference Portfolio Components, as the case may be, in accordance with the terms and conditions of the Securities) or re-issued after the relevant date. The Issuer's determinations as to whether the Securities are considered to be "Delta-One", the amount of any Dividend Equivalent, whether a significant modification or deemed reissuance has occurred and any other determination with respect to the application of Section 871(m) to the Securities will be binding on the Holders, but not on the U.S. Internal Revenue Service. The rules of Section 871(m) require complex calculations in respect of the Securities that directly or indirectly reference U.S. equities, and significant aspects of the application of these regulations to the Securities are uncertain.

The Issuer will withhold 30 per cent. of any Dividend Equivalent payments payable under a Security (including possibly a portion of the payments at maturity of the Securities). If the terms of the Securities provide that all or a portion of the dividends on U.S. underlying equities are reinvested in such underlyings during the term of the Security, the terms of the Security may also provide that only 70 per cent. of a deemed dividend equivalent will be reinvested. The remaining 30 per cent. of such deemed Dividend Equivalent will be treated, solely for U.S. federal income tax purposes, as having been withheld from a gross Dividend Equivalent payment due to the Holder and remitted to the IRS on behalf of the Holder. The Issuer will withhold such amounts without regard to either any applicable treaty rule or the classification of a Holder as a U.S. or a non-U.S. investor for U.S. federal income tax purposes.

Each Holder acknowledges and agrees that in the event that a Security references an index as the Underlying or Basket Component or Reference Portfolio Component, then regardless of whether the relevant Underlying or Basket Component or Reference Portfolio Component is a net price return, a price return or a total return index, the payments on the Securities (including any amounts deemed reinvested in the Security) will reflect the gross dividend payments paid by the Issuer less applicable withholding tax amounts in respect of such gross dividends, which in the case of U.S. source dividends, will be paid by or on behalf of the Issuer to the U.S. Internal Revenue Service in accordance with the U.S. withholding tax rules under Section 871(m).

The Issuer intends, if possible, to take any tax liability pursuant to Section 871(m) into account in the pricing of the Securities and to comply with the Section 871(m) withholding obligations. For Securities structured in such a way that expected Dividend Equivalents cannot be factored into the original pricing, the Issuer intends to take the tax liability into account in its continuous adjustments of other amounts, such as the underlying price to dividends paid and other factors. Holders should note that compliance with Section 871(m) in this manner precludes the issue of tax certificates for tax payments rendered for individual investors by the Issuer and that Holders should revert to their account custodian for any potential tax refund pursuant to the relevant U.S. provisions. The Issuer makes no representation regarding Holder's eligibility to claim such a refund, and Holders may not be able to obtain an IRS Form 1042 from the Issuer or any custodian that would assist Holders in obtaining the refund.

Withholding in respect of Dividend Equivalent amounts will generally be required when the relevant payment is made on a Security or upon the date of maturity, lapse or other disposition by a non-U.S. investor of the Security. Securities may be treated as paying Dividend Equivalent amounts to the extent U.S.-source dividends are expected to be paid on the underlying equity Securities, even if no corresponding payment on the Security is explicitly linked to such dividends and even if, upon maturity, lapse or other disposition by the non-U.S. investor, the Holder realizes a loss. The U.S. Treasury Department regulations provide exceptions to withholding, in particular for certain instruments linked to certain broad-based indices.

In the event any withholding would be required pursuant to Section 871(m) with respect to payments on the Securities, neither the Issuer nor any Paying Agent or other person pursuant to the terms and conditions of the Securities would be obliged to pay additional amounts to the Holders as a result of the deduction or withholding, in which case the Holders would potentially receive less than expected. It is possible that the withholding under Section 871(m) could exceed 30 per cent. of a given payment, or even reduce the payment to zero. **Prospective investors should consult their tax advisers regarding the application of Section 871(m) and the applicable regulations to the Securities as well as and any available options for a potential tax mitigation.**

3. Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act ("**FATCA**") generally imposes a 30 per cent. U.S. withholding tax on payments of certain U.S. source interest, dividends and certain other fixed or determinable annual or periodical income on the gross proceeds from the sale, maturity, or other disposition of certain assets after December 31, 2017, and on certain "foreign passthru payments" made after December 31, 2017 (or, if later, the date that final regulations defining the term "foreign passthru payment" are published) made to certain foreign financial institutions (including most foreign hedge funds, private equity funds and other investment vehicles) unless the payee foreign financial institution agrees to disclose the identity of any U.S. individuals and certain U.S. entities that directly or indirectly maintain an account with, or hold debt or equity interests in, such institution (or the relevant affiliate) and to annually report certain information about such account or interest directly, or indirectly, to the IRS (or to a non-U.S. governmental authority under a relevant Intergovernmental Agreement entered into between such non-U.S. governmental authority and the United States, which would then provide this information to the IRS). FATCA also requires withholding agents making certain payments to certain non-financial foreign entities that fail to disclose the name, address, and taxpayer identification number of any substantial direct or indirect U.S. owners of such entity to withhold a 30% tax on such payments. Accordingly, the Issuer and other foreign financial institutions may be required under FATCA to report certain account information about Holders of the Securities directly to the IRS (or to a non-U.S. governmental authority as described above). Moreover, the Issuer may be required to withhold on a portion of payments made on the Securities to (i) Holders who do not provide any information requested to enable the Issuer to comply with FATCA, or (ii) foreign financial institutions who fail to comply with FATCA.

Holders who hold Securities through a foreign financial institution or other foreign entity must be aware that it is possible that any payments may be subject to 30 per cent. withholding. If, however, withholding is required, the Issuer (or the applicable Paying Agent) will not be required to pay additional amounts with respect to the amounts so withheld.

Prospective investors are urged to consult their own advisor about the application of FATCA to the ownership of the Securities.

XI. Extraordinary Termination of the Securities

1. Termination by the Issuer

The Issuer shall in the case of the occurrence of one of the following Early Termination Events be entitled to terminate and redeem all but not some of the Securities by giving notice to the Holders in accordance with section A.XIX (*Extraordinary Termination of the Securities*) of these General Conditions. Such termination shall become effective at the time of the notice in accordance with section A.XIX (*Extraordinary Termination of the Securities*) of these General Conditions or at the time indicated in the notice (the "**Early Termination Date**").

2. Occurrence of an Early Termination Event

A "**Early Termination Event**" means any of the following events:

- (a) The determination and/or publication of the Price of the Underlying or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of a Basket Component is discontinued permanently, or the Issuer or the Calculation Agent obtains knowledge about the intention to do so.
- (b) Adjustments pursuant to sections B. (*Additional General Conditions applicable to Securities on Baskets*) to P (*Additional General Conditions applicable to Securities linked to a Reference Portfolio*). of these General Conditions are not possible or not justifiable with regard to the Issuer and/or the Holders.
- (c) In the opinion of the Calculation Agent at its reasonable discretion, another material change in the market conditions occurred in relation to the Relevant Exchange, the Relevant Trading System, the Relevant Exchange Market, the Relevant Reference Market or, as the case may be, in relation to the Relevant Reference Agent, as specified to be applicable in the relevant Final Terms.
- (d) The occurrence of any Additional Termination Event.

3. Payment of the Early Termination Amount

In the case of termination by the Issuer, the Issuer shall pay to each Holder with respect to each Security it holds, the Early Termination Amount.

XII. Events of Default

If any of the following events (each an "**Event of Default**") occurs, any Holder may by written notice to the Issuer declare the Securities held by such Holder to be forthwith due and payable, whereupon the Early Termination Amount of such Securities shall become due and payable on the fifth Business Day after such notice, unless such Event of Default has been remedied prior to the receipt of such notice by the Issuer:

- (a) there is a default for more than 30 calendar days in the payment of any principal, interest or other amount due in respect of the Securities; or
- (b) an order is made by any competent court or other competent authority in any jurisdiction or any resolution is passed by the Issuer for (i) the dissolution or winding-up of the Issuer, or (ii) for the appointment of a liquidator, receiver or administrator of the Issuer or of all or a substantial part of the assets of the Issuer, or (iii) with analogous effect for the Issuer, it being understood that anything in connection with a solvent reorganisation, reconstruction, amalgamation or merger shall not constitute an Event of Default; or
- (c) the Issuer admits in writing its general inability to pay its debts as they fall due or otherwise acknowledges its insolvency,

it being understood, however, that any postponement, adjustment or other action taken pursuant to and in accordance with these General Conditions does not constitute an Event of Default pursuant to this section.

XIII. Default interest

If the Issuer for any reason (other than due to the occurrence of an event set out in these General Conditions) fails to render any payment in respect of the Securities when due, interest shall accrue at a default rate of 2.00 per cent. per annum on the due amount from and including the due date to but excluding the day on which such payment is made by the Issuer in accordance with section A.IV (*Payments and deliveries under the Securities*) of these General Conditions.

XIV. Prescription

Claims for payments in connection with the Securities will be prescribed and become void ten years after the date on which the relevant payment first becomes due and payable, except for payments of interest which will be prescribed and become void five years after the relevant interest payment first becomes due and payable.

XV. Agents

1. Appointment

The (Principal) Paying Agent and the Calculation Agent and their offices (which can be substituted with other offices) are one of the following, as specified in the relevant Final Terms:

(Principal) Paying Agent:

UBS AG
Bahnhofstrasse 45
CH-8001 Zurich /
Aeschenvorstadt 1
CH-4051 Basel

or

UBS Switzerland AG
Bahnhofstrasse 45
CH-8001 Zurich

or

UBS Europe SE
Bockenheimer Landstraße 2 - 4
D-60306 Frankfurt am Main

Calculation Agent:

UBS AG
Bahnhofstrasse 45
CH-8001 Zurich /
Aeschenvorstadt 1
CH-4051 Basel

or

UBS AG, acting through its Jersey Branch
24 Union Street
St. Helier JE2 3RF

or

UBS AG, acting through its London Branch
5 Broadgate
GB-London EC2M 2OS

The Issuer reserves the right to appoint any further Agents (including, without limitation, any third party) as specified in the relevant Final Terms.

2. Variation or Termination of Appointment

The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint additional and/or other Agents provided that the Issuer shall at all times maintain a Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 15 nor more than 45 days' prior notice thereof has been given to the Holders.

3. Agent of the Issuer

Any Agent acts solely as the agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for any Holder.

XVI. Substitution of the Issuer

The Issuer (reference to which shall always include any previous substitute debtor) may and the Holders hereby irrevocably agree in advance that the Issuer may without any further prior consent of any Holder at any time, substitute for itself as the principal debtor in respect of the Securities (a) any company (incorporated in any country in the world) controlling, controlled by or under common control with, the Issuer; (b) any other company with which it consolidates, into which it merges or to which it sells, leases, transfers or conveys all or substantially all its property; and (c) any branch of such company referred to in (a) and (b) (any such company or branch, a "**Substitute Debtor**"), provided that

- (a) the Substitute Debtor shall assume all obligations that the Issuer owes to the Holders under or in relation to the Securities and be bound by these General Conditions and the relevant Final Terms as fully as if the Substitute Debtor had been named in these General Conditions and the relevant Final Terms as the principal debtor in respect of the Securities in place of the Issuer; and
- (b) (i) such Substitute Debtor shall at all times after such substitution have a credit rating equivalent to or better than the Issuer or (ii) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor as principal debtor.

As of the effective date of such substitution, the Substitute Debtor shall be deemed to be named in these General Conditions and the applicable Final Terms as the principal debtor in place of the Issuer and these

General Conditions and the relevant Final Terms shall thereupon be deemed to be amended to give effect to the substitution.

Any substitution shall as soon as reasonably possible be notified to the Holders and to any other person or authority as required by applicable laws or regulations.

In connection with any exercise by the Issuer of the right of substitution, the Issuer shall not be responsible or liable for any consequences (including, but not limited to, any tax consequences) suffered by individual Holder as a result of the exercise of such right and, accordingly, no Holder shall be entitled to claim from the Issuer any indemnification or repayment with respect of any consequence whether direct or indirect.

For the purposes of this section, the term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether by contract or through the ownership, directly or indirectly, of voting shares in such company which, in the aggregate, entitle the holder thereof to elect a majority of its directors, and includes any company in like relationship to such first-mentioned company, and for this purpose "**voting shares**" means shares in the capital of a company having under ordinary circumstances the right to elect the directors thereof, and "**controlling**", "**controlled**" and "**under common control**" shall be construed accordingly.

XVII. Determinations, calculations, rounding and time

Unless otherwise specified in the relevant Final Terms or these General Conditions, any determination, calculation, quotation or decision made by the Calculation Agent shall be made in its sole discretion having regard to standard market practices, provided such determination, calculation, quotation or decision is made in good faith and in a commercially reasonable manner. All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained by the Calculation Agent for the purposes of these General Conditions or the relevant Final Terms shall (in the absence of proven or manifest error) be final and binding on the Issuer, any Agent and the Holders.

None of the Calculation Agent, the Issuer or any other Agent shall have any responsibility in respect of any error or omission or subsequent correction made in the calculation or publication of any amount in relation to the Securities, whether caused by negligence or otherwise (other than gross negligence or wilful misconduct). Further, the Holders shall not be entitled to make any claim against the Issuer, its Affiliates, the Lead Manager, or the Calculation Agent in the case where any third party has made any misstatement as to the Underlying(s) of the Securities (if any).

For the purposes of any calculation required pursuant to the relevant Final Terms or these General Conditions, (unless otherwise specified), (a) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 of a percentage point being rounded up); (b) all figures shall be rounded to seven significant figures (provided that if the eighth significant figure is a 5 or greater, the seventh significant shall be rounded up); and (c) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with half a unit being rounded up), save in case of JPY, which shall be rounded down to the nearest JPY. For these purposes, "**unit**" means the lowest amount of such currency that is available as legal tender in the country/countries of such currency.

Unless otherwise specified in the relevant Final Terms or these General Conditions, references to the occurrence of an event, a date or a time shall be determined by reference to Greenwich Mean Time.

XVIII. Further issuances and purchases of Securities by the Issuer

The Issuer reserves the right to issue at any time, without the consent of the Holders, further Securities ranking *pari passu* with previously issued Securities.

The Issuer and any of its subsidiaries or other Affiliates may at any time purchase Securities at any price in the open market or otherwise. If purchases are made by tender, tenders must be available to all Holders alike. Any Securities so purchased may be held, reissued, resold or cancelled, all at the option of the Issuer.

All Securities redeemed in full shall be cancelled forthwith and may not be reissued or resold.

XIX. Notices

1. Notices to the Issuer

Unless otherwise specified in the relevant Final Terms, notice may be given to the Issuer by delivering such notice in writing to UBS AG, Bahnhofstrasse 45, P.O. Box, 8098 Zurich, Switzerland, or such other address as may be notified to the Holders in accordance with this section.

2. Notices to the Holders

Unless otherwise stated in the relevant Final Terms, all notices in connection with the Securities and any changes with regard to the terms of the Securities shall be validly given by publication on the internet on website <http://www.ubs.com/keyinvest> (or successor or replacement addresses thereto). Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of the first such publication).

The Issuer may, in lieu of a publication pursuant to the paragraph above, deliver the relevant notices to the relevant Clearing System(s), for communication by the Clearing System(s) to the Holders. Any such notice shall be deemed to have been given to the Holders on the day on which the said notice was given to the Clearing System(s).

Any and all notices concerning the Issuer shall be validly given by publication on the internet on website <http://www.ubs.com/keyinvest> (or a successor or replacement addresses thereto).

XX. Severability and amendments

In the event any term or condition within these General Conditions or the relevant Final Terms is or becomes illegal, invalid or unenforceable in any respect under any law and jurisdiction, neither the legality, validity or enforceability of the remaining terms and conditions nor the legality, validity or enforceability of such term or condition under the law of any other jurisdiction will in any way be affected or impaired.

The Issuer shall be entitled to modify or amend the relevant Final Terms or these General Conditions from time to time without the consent of the Holders in such manner as the Issuer deems necessary, provided that the modifications or amendments:

- (a) are of a formal, minor or technical nature; or
- (b) are made to correct or supplement any defective provisions of the relevant Final Terms or these General Conditions; or
- (c) are made to cure any uncertainty or ambiguity; or
- (d) are made to cure a manifest or proven error; or
- (e) are made to correct an error or omission if, in the absence of such correction, the relevant Final Terms or these General Conditions would not represent the intended terms of the Securities on which the Securities were sold and have since traded; or
- (f) will not materially adversely affect the interests of the Holders.

Notwithstanding the above, the Issuer shall at all times be entitled to amend any terms or conditions where, and to the extent, the amendment is necessary as a consequence of legislation, decisions by courts of law, or decisions taken by Governmental Authorities (including, without limitation, any tax ruling of the Swiss Federal Tax Administration ("**FTA**") or the refusal of the FTA to issue a tax ruling in connection with the Securities) in Switzerland or any other jurisdiction.

Any modification or amendment of the relevant Final Terms or these General Conditions shall take effect in accordance with its terms and be binding on the Holders, and shall be notified to the Holders (provided that any failure to give such notice, or non-receipt thereof, shall not affect the validity of such modification or amendment).

XXI. Governing law and jurisdiction

The Securities are governed by Swiss law.

The exclusive place of jurisdiction for any action or other legal proceedings arising out of or in connection with the Securities shall be the courts of the City of Zurich, Switzerland, venue being Zurich 1.

B. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES ON BASKETS

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a basket of Underlyings and shall always be read together with the applicable Final Terms of the relevant Securities.

If in relation to a Basket Component an adjustment (as described in these General Conditions) is necessary, the Issuer shall (in addition to the adjustments pursuant to these General Conditions in relation to each Basket Component) be entitled, but not obliged, either

- (a) to remove at its reasonable discretion the respective Basket Component without replacement from the Basket (if applicable by adjusting the weighting of the remaining Basket Components); or
- (b) to replace at its reasonable discretion the Basket Component in whole or in part by a new Basket Component (if applicable by adjusting the weighting of the Basket Components then present) (the "**Successor Basket Component**").

In such case, the Successor Basket Component will be deemed to be the Basket Component and each reference in these General Conditions to the Basket Component shall be deemed to refer to the Successor Basket Component.

C. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO SHARES

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a share or shares as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Consequences of the occurrence of a Potential Adjustment Event

In the case of the occurrence of a Potential Adjustment Event (as defined in section C.1.2 (*Additional General Conditions applicable to Securities linked to Shares*) below), the Issuer shall be entitled to adjust any variable, calculation methodology, valuation, settlement, payment terms or any other terms in these General Conditions in a manner and relation corresponding to the relevant adjustments made with regard to option and futures contracts on the share used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component traded on the Relevant Futures and Options Exchange (the "**Option Contracts**") provided that the Adjustment Record Date (as defined below) is prior to or on the Valuation Date, the Final Valuation Date or a Valuation Averaging Date, as the case may be, and as specified in the applicable Final Terms.

If no such Option Contracts are being traded on the Relevant Futures and Options Exchange, the adjustments may be made by the Issuer in a manner as relevant adjustments would be made by the Relevant Futures and Options Exchange if those Option Contracts were traded on the Relevant Futures and Options Exchange.

The "**Adjustment Record Date**" means the first trading day on the Relevant Futures and Options Exchange on which the adjusted Option Contracts on the Underlying or other reference value are traded or would be traded if those Option Contracts were traded on the Relevant Futures and Options Exchange.

2. Occurrence of a Potential Adjustment Event

"Potential Adjustment Event" means any measure in relation to the share, which gives reason, or would give reason, if the Option Contracts were traded on the Relevant Futures and Options Exchange, as the case may be, to the Relevant Futures and Options Exchange for an adjustment to the strike, the contract volume of the Underlying or other reference value, the ratio of the Underlying or other reference value or to the quotation of the stock exchange, relevant for the calculation and determination of the price of the Underlying or other reference value.

Potential Adjustment Events are, in particular, but not limited to, the following measures, whereas, subject to section C.I.3 (*Deviations by the Issuer from the Relevant Futures and Options Exchange*) of these General Conditions, the de facto or hypothetical decision of the Relevant Futures and Options Exchange that a Potential Adjustment Event has occurred is conclusive:

- (a) The stock corporation, the share(s) of which is/are used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component (the "**Company**") increases its share capital against deposits/contributions granting a direct or indirect subscription right to its shareholders, capital increase out of the Company's own funds, through the issuance of new shares, directly or indirectly granting a right to its shareholders to subscribe for bonds or other securities with option or conversion rights to shares.
- (b) The Company decreases its share capital through cancellation or combination of shares of the Company. No Potential Adjustment Event shall occur if the capital decrease is effected by way of reduction of the nominal amount of the shares of the Company.
- (c) The Company grants exceptionally high dividends, bonuses or other cash or non-cash distributions ("**Special Distributions**") to its shareholders. The distributions of regular dividends, which do not constitute Special Distributions, do not create any Potential Adjustment Event. With regard to the differentiation between regular dividends and Special Distributions, the differentiation made by the Relevant Futures and Options Exchange shall prevail.
- (d) In the case of a stock split (reduction of the nominal amount and corresponding increase in the number of shares without a change in the share capital) or a similar measure.
- (e) Offer to the shareholders of the Company to convert existing shares of the Company to new shares or to shares of another stock corporation.
- (f) Take-over of shares of the Company by a shareholder in the course of a public tender offer.
- (g) The Company spins off any part of the Company so that a new independent enterprise is created or any part of the Company is absorbed by a third company, the Company's shareholders are granted shares in the new company or the absorbing company free of charge or at a price below the market price and therefore a market price or price quotation may be determined for the shares granted to the shareholders.
- (h) The quotation of or trading in the shares of the Company on the Relevant Exchange is permanently discontinued due to a merger or a new company formation, or for any other comparable reason, in particular as a result of a delisting of the Company. The Issuer's right of termination in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions remains unaffected.

The provisions set out above shall apply *mutatis mutandis* to events other than those mentioned above, if the Issuer and the Calculation Agent, upon exercise of their reasonable discretion, determine that the economic effects of these events are comparable and may have an impact on the calculation value of the shares.

3. Deviations by the Issuer from the Relevant Futures and Options Exchange

The Issuer shall be entitled to deviate from the adjustments made by the Relevant Futures and Options Exchange should the Issuer consider it necessary in order to account for existing differences between the Securities and the Option Contracts traded on the Relevant Futures and Options Exchange. Irrespective of whether or how adjustments are de facto effected by the Relevant Futures and Options Exchange the Issuer is entitled to make adjustments to these General Conditions for the purpose to reconstitute to the

extent possible the Holders' economic status prior to the measures as described in section C.I.2 (*Occurrence of a Potential Adjustment Event*) of these General Conditions.

4. Successor Underlying, Successor Reference Value or, as the case may be, Successor Basket Component
In the event that the share ceases to exist and/or is replaced by a successor share (by any parties other than the Issuer) (subject to section B (*Additional General Conditions applicable to Securities on Baskets*) of these General Conditions, a "**Replacement Event**"), the Issuer and the Calculation Agent shall, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions, determine at their reasonable discretion, after having made appropriate adjustments according to the paragraph above, which underlying or other reference value, economically equal to the underlying concept of the share used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component shall be applicable in the future (the "**Successor Underlying**", the "**Successor Reference Value**" or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the "**Successor Basket Component**") and to replace the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component by the Successor Underlying, the Successor Reference Value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Successor Basket Component. The Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

Any reference in these General Conditions to the Underlying, another reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the Basket Component shall, to the extent appropriate, be deemed to refer to the Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component.

5. Determination of a Substitute Exchange
If the quotation of or trading in the share on the Relevant Exchange is permanently discontinued while concurrently a quotation or trading is started up or maintained on another stock exchange, the Issuer shall be entitled to stipulate such other stock exchange as new Relevant Exchange (the "**Substitute Exchange**") through publication in accordance with section A.XIX (*Notices*) of these General Conditions, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions. In the case of such a substitution, any reference in these General Conditions to the Relevant Exchange thereafter shall be deemed to refer to the Substitute Exchange. The adjustment described above shall be published in accordance with section A.XIX (*Notices*) of these General Conditions upon the expiry of one month following the permanent discontinuation of the quotation of or trading in the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component on the Relevant Exchange, at the latest.
6. Corrected Price
In the event that the price of the share used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component as determined and published by the Relevant Exchange is subsequently corrected and the correction (the "**Corrected Price**") is published by the Relevant Exchange after the original publication, but still within one Settlement Cycle, the Issuer and the Calculation Agent shall be entitled to effect, under consideration of the Corrected Price, adjustments to these General Conditions at their reasonable discretion, to account for the correction. The adjustment and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.
7. Making of adjustments and determinations; publication
Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt (a) the applicability of the adjustment rules of the Relevant Futures and Options Exchange and (b) the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General

Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

8. Effectiveness of adjustments and determinations

Any adjustment and determination will become effective as of the time at which the relevant adjustments become effective on the Relevant Futures and Options Exchange or would become effective, if the Option Contracts were traded on the Relevant Futures and Options Exchange, as the case may be.

II. Market Disruptions

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section C.II.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section C.II.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates or eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or

- (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the share

- (a) a suspension or a failure of the announcement of the price of the share on any day relevant for determining any amounts under these General Conditions; or
- (b) a limitation, suspension or disruption of or, subject to the following provisions, a restriction imposed on trading, the latter of which the Calculation Agent at its reasonable discretion considers significant:
 - (i) on the Relevant Exchange in general (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange); or
 - (ii) on the Relevant Exchange in the share provided that a major number or a major part in terms of market capitalisation is affected (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange); or
 - (iii) on the Relevant Futures and Options Exchange, if Option Contracts on the share are traded there; or
 - (iv) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or

- (v) due to a directive of an authority or of the Relevant Exchange (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange) or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Exchange is located, or due to any other reasons whatsoever; or
- (c) the relevant price is a "limit price", which means that the price for the share for a day has increased or decreased from the immediately preceding day's relevant price by the maximum amount permitted under applicable rules of the Relevant Exchange; or
- (d) the occurrence of any other event that, in the opinion of the Calculation Agent at its reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the share.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption if the restriction is based on a change in regular trading hours on the Relevant Exchange announced in advance at least one (1) hour prior to the earlier of (a) the actual closing time for the regular trading hours on the Relevant Exchange or (b) the submission deadline for orders entered into the Relevant Exchange for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

D. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO CERTIFICATES REPRESENTING SHARES

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a certificate or certificates representing shares as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Consequences of the occurrence of a Potential Adjustment Event

In the case of the occurrence of a Potential Adjustment Event (as defined in section D.I.2 (*Occurrence of a Potential Adjustment Event*) below) in relation to the certificate representing shares used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component, the Issuer shall be entitled to adjust any variable, calculation methodology, valuation, settlement, payment terms or any other terms in these General Conditions to account for the effect of such Potential Adjustment Event.

2. Occurrence of a Potential Adjustment Event

"Potential Adjustment Event" means any following events or measures in relation to the certificate representing shares used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component, provided that such event or measure is, at the reasonable discretion of the Issuer and the Calculation Agent, material and adversely affects the Underlying or other reference value or, as the case may be, the Basket Component or the calculation of the Price of the Underlying or other reference value or, as the case may be, the Basket Component:

- (a) In the opinion of the Calculation Agent at its reasonable discretion, a material change
 - (i) has occurred in relation to the Relevant Exchange relevant for the calculation and determination of the price of the certificate representing shares used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component, or
 - (ii) has occurred in relation to the relevant terms of either the certificate representing shares used as the Underlying or other reference value or, as the case may be, the Basket Component or of the underlying shares.

(b) Any measure in relation to the certificate representing shares, which gives reason, or would give reason, if option and futures contracts on the certificate representing shares used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component traded on the Relevant Futures and Options Exchange (the "**Option Contracts**") were traded on the Relevant Futures and Options Exchange, as the case may be, to the Relevant Futures and Options Exchange for an adjustment to the strike, the contract volume of the Underlying or other reference value, the ratio of the Underlying or other reference value or to the quotation of the trading system, relevant for the calculation and determination of the price of the Underlying or other reference value.

3. Successor Underlying, Successor Reference Value or, as the case may be, Successor Basket Component

In the event that the certificate representing shares ceases to exist and/or is replaced by a successor certificate representing shares (by any parties other than the Issuer) (subject to section B (*Risk Factors Relating to the Securities*) of these General Conditions, a "**Replacement Event**"), the Issuer and the Calculation Agent shall, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions, determine at their reasonable discretion, after having made appropriate adjustments according to the paragraph above, which underlying or other reference value, economically equal to the underlying concept of the certificate representing shares used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component shall be applicable in the future (the "**Successor Underlying**", the "**Successor Reference Value**" or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the "**Successor Basket Component**") and to replace the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component by the Successor Underlying, the Successor Reference Value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Successor Basket Component. The Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

Any reference in these General Conditions to the Underlying or the relevant other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the Basket Component shall, to the extent appropriate, be deemed to refer to the Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component.

4. Determination of a Substitute Exchange

If the quotation of or trading in the certificate representing shares on the Relevant Exchange is permanently discontinued while concurrently a quotation or trading is started up or maintained on another stock exchange, the Issuer shall be entitled to stipulate such other stock exchange as new Relevant Exchange (the "**Substitute Exchange**") through publication in accordance with section A.XIX (*Notices*) of these General Conditions, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions. In the case of such a substitution, any reference in these General Conditions to the Relevant Exchange thereafter shall be deemed to refer to the Substitute Exchange. The adjustment described above shall be published in accordance with section A.XIX (*Notices*) of these General Conditions upon the expiry of one month following the permanent discontinuation of the quotation of or trading in the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component on the Relevant Exchange, at the latest.

5. Corrected Price

In the event that the price of the certificate representing shares used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component as determined and published by the Relevant Exchange is subsequently corrected and the correction (the "**Corrected Price**") is published by the Relevant Exchange after the original publication, but still within one Settlement Cycle, the Issuer and the Calculation Agent shall be entitled to effect, under consideration of the Corrected Price, adjustments to these General Conditions at their reasonable discretion, to account for the correction. The adjustment and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

6. Making of Adjustments and Determinations; Publication

Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

II. Market Disruptions

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section D.II.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section D.II.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates or eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or

- (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the certificate representing shares

- (a) a suspension or a failure of the announcement of the price of the certificate representing shares on any day relevant for determining any amounts under these General Conditions; or
- (b) a limitation, suspension or disruption of or, subject to the following provisions, a restriction imposed on trading, the latter of which the Calculation Agent at its reasonable discretion considers significant:
 - (i) on the Relevant Exchange in general (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange); or
 - (ii) on the Relevant Exchange in the certificate representing shares provided that a major number or a major part in terms of market capitalisation is affected (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange); or
 - (iii) on the Relevant Futures and Options Exchange, if Option Contracts on the certificate representing shares are traded there; or
 - (iv) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or

- (v) due to a directive of an authority or of the Relevant Exchange (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange) or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Exchange is located, or due to any other reasons whatsoever; or
- (c) the relevant price is a "limit price", which means that the price for the certificate representing shares for a day has increased or decreased from the immediately preceding day's relevant price by the maximum amount permitted under applicable rules of the Relevant Exchange; or
- (d) the occurrence of any other event that, in the opinion of the Calculation Agent at its reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the certificate representing shares.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption if the restriction is based on a change in regular trading hours on the Relevant Exchange announced in advance at least one (1) hour prior to the earlier of (a) the actual closing time for the regular trading hours on the Relevant Exchange or (b) the submission deadline for orders entered into the Relevant Exchange for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

E. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO NON-EQUITY SECURITIES

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a non-equity security or non-equity securities as Underlying(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Consequences of the occurrence of a Potential Adjustment Event

If, in the opinion of the Calculation Agent at its reasonable discretion, a material change in the market conditions occurred in relation to the Relevant Trading System relevant for the calculation and determination of the price of the non-equity security used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component (a "**Potential Adjustment Event**"), the Issuer shall be entitled to adjust any variable, calculation methodology, valuation, settlement, payment terms or any other terms in these General Conditions to account for the effect of these changed market conditions.

2. Changes in the calculation; Making of adjustments

Any changes in the calculation (including corrections) of the non-equity security shall not lead to an adjustment unless the Issuer and the Calculation Agent, upon exercise of their reasonable discretion determine that the underlying concept and the calculation (including corrections) of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component are no longer comparable to the underlying concept or calculation of the Underlying or other reference value or, as the case may be, the Basket Component applicable prior to such change. Adjustments may also be made as a result of the termination of the Underlying or other reference value or of the Basket Component and/or its substitution by another underlying or other reference value.

For the purpose of making any adjustment, the Calculation Agent shall at its reasonable discretion determine an adjusted value per unit of the non-equity security as the basis of the determination of the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component, which in its result corresponds with the economic result prior to this change, and shall, taking into account the time the change occurred, determine the day, on which the adjusted value per unit of the non-equity security shall apply for the first time. The adjusted value per unit of the Underlying or other reference value or,

as the case may be, the Basket Component as well as the date of its first application shall be published without undue delay pursuant to section A.XIX (*Notices*) of these General Conditions.

3. Successor Underlying, Successor Reference Value or, as the case may be, Successor Basket Component

In the event that the non-equity security ceases to exist and/or is replaced by a successor non-equity security (by any parties other than the Issuer) (subject to section B (*Risk Factors Relating to the Securities*) of these General Conditions, a "**Replacement Event**"), the Issuer and the Calculation Agent shall, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions, determine at the reasonable discretion of the Issuer or, as the case may be, of the Calculation Agent, after having made appropriate adjustments according to the paragraph above, which underlying or other reference value, economically equal to the underlying concept of the non-equity security used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component shall be applicable in the future (the "**Successor Underlying**", the "**Successor Reference Value**" or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the "**Successor Basket Component**") and to replace the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component by the Successor Underlying, the Successor Reference Value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Successor Basket Component. The Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

Any reference in these General Conditions to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the Basket Component shall, to the extent appropriate, be deemed to refer to the Successor Underlying, the Successor Reference Value or, as the case may be, to the Successor Basket Component.

4. Determination of a Substitute Trading System

If the quotation of or trading in the non-equity security in the Relevant Trading System is permanently discontinued while concurrently a quotation or trading is started up or maintained on another trading system, the Issuer shall be entitled to stipulate such other trading system as the new relevant trading system (the "**Substitute Trading System**") through publication in accordance with section A.XIX (*Notices*) of these General Conditions, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions. In the case of such a substitution any reference in these General Conditions to the Relevant Trading System thereafter shall be deemed to refer to the Substitute Trading System. The adjustment described above shall be published in accordance with section A.XIX (*Notices*) of these General Conditions upon the expiry of one month following the permanent discontinuation of the quotation of or trading in the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, in the Basket Component in the Relevant Trading System at the latest.

5. Corrected Price

In the event that the price of the non-equity security used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component as determined and published by the Relevant Trading System is subsequently corrected and the correction (the "**Corrected Price**") is published by the Relevant Trading System, after the original publication, but still within one Settlement Cycle, the Issuer and the Calculation Agent shall be entitled to effect, under consideration of the Corrected Price, adjustments to these General Conditions at their reasonable discretion, to account for the correction. The adjustment and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

6. Making of Adjustments and Determinations; Publication

Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General

Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

II. Market Disruptions

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section E.II.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section E.II.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates, eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or

- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the non-equity security

- (a) a suspension or a failure of the announcement of the price of the non-equity security on any day relevant for determining any amounts under these General Conditions; or
- (b) a limitation, suspension or disruption of or, subject to the following provisions, a restriction imposed on trading, the latter of which the Calculation Agent at its reasonable discretion considers significant:
 - (i) in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, in general (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms); or
 - (ii) in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, in the non-equity security, provided that a major number or a major part is affected (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms); or
 - (iii) on the Relevant Futures and Options Exchange, if Option Contracts on the non-equity security are traded there; or
 - (iv) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or

- (v) due to a directive of an authority or of the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms, (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms) or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Exchange or the Relevant Trading System is located, or due to any other reasons whatsoever; or
- (c) the relevant price is a "limit price", which means that the price for the non-equity security for a day has increased or decreased from the immediately preceding day's relevant price by the maximum amount permitted under applicable rules of the Relevant Trading System or the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms; or
- (d) the occurrence of any other event that, in the opinion of the Calculation Agent at its reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the non-equity security.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption if the restriction is based on a change in regular trading hours in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, announced in advance at least one (1) hour prior to the earlier of (a) the actual closing time for the regular trading hours in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, or (b) the submission deadline for orders entered into the Relevant Trading System or into the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

F. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO COMMODITIES

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a commodity or commodities as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Consequences of the occurrence of a Potential Adjustment Event

In the case of the occurrence of a Potential Adjustment Event (as defined in section F.I.2 (*Occurrence of a Potential Adjustment Event*)), the Issuer shall be entitled to adjust any variable, calculation methodology, valuation, settlement, payment terms or any other terms in these General Conditions in a manner and relation corresponding to the relevant adjustments made with regard to option and futures contracts on the commodity used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component traded on the Relevant Futures and Options Exchange (the "**Option Contracts**") provided that the Adjustment Record Date (as defined below) is prior to or on the Valuation Date, the Final Valuation Date or a Valuation Averaging Date, as the case may be, and as specified in the applicable Final Terms.

If no such Option Contracts are being traded on the Relevant Futures and Options Exchange, the adjustments may be effected by the Issuer in a manner as relevant adjustments would be made by the Relevant Futures and Options Exchange if those Option Contracts were traded on the Relevant Futures and Options Exchange.

The "**Adjustment Record Date**" will be the first trading day on the Relevant Futures and Options Exchange on which the adjusted Option Contracts on the Underlying or other reference value are traded on the Relevant Futures and Options Exchange or would be traded if those Option Contracts were traded on the Relevant Futures and Options Exchange.

2. Occurrence of a Potential Adjustment Event

"Potential Adjustment Event" means any measure in relation to the commodity, which gives reason, or would give reason, if the Option Contracts were traded on the Relevant Futures and Options Exchange, as the case may be, to the Relevant Futures and Options Exchange for an adjustment to the strike, the contract volume of the Underlying or other reference value, the ratio of the Underlying or other reference value or to the quotation of the trading system, relevant for the calculation and determination of the price of the Underlying or other reference value.

Potential Adjustment Events are, in particular, but not limited to, the following measures, whereas, however, subject to section F.I.3 (*Deviations by the Issuer from the Relevant Futures and Options Exchange*) below, the de facto or hypothetical decision of the Relevant Futures and Options Exchange is decisive:

- (a) The commodity is traded in the Relevant Trading System relevant for the calculation and determination of the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component in a different quality, in a different consistency (e.g. with a different degree of purity or a different point of origin) or in a different standard measuring unit.
- (b) The occurrence of another event or action, due to which the commodity, as traded in the Relevant Trading System relevant for the calculation and determination of the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component, is materially modified.

The provisions set out above shall apply *mutatis mutandis* to events other than those mentioned above, if the Issuer and the Calculation Agent, upon exercise of their reasonable discretion, determine that the economic effects of these events are comparable and may have an impact on the value of the commodity.

3. Deviations by the Issuer from the Relevant Futures and Options Exchange

The Issuer shall be entitled to deviate from the adjustments made by the Relevant Futures and Options Exchange should the Issuer consider it necessary in order to account for existing differences between the Securities and the Option Contracts traded on the Relevant Futures and Options Exchange. Irrespective of, whether or how adjustments are de facto effected by the Relevant Futures and Options Exchange, the Issuer is entitled to make adjustments to these General Conditions for the purpose to reconstitute to the extent possible the Holders' economic status prior to the measures in terms of section F.I.2 (*Occurrence of a Potential Adjustment Event*) above.

4. Successor Underlying, Successor Reference Value or, as the case may be, Successor Basket Component

In the event that the commodity ceases to exist and/or is replaced by a successor commodity (by any parties other than the Issuer) (subject to section B (*Risk Factors Relating to the Securities*) of these General Conditions, a **"Replacement Event"**), the Issuer and the Calculation Agent shall, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions, determine at their reasonable discretion, after having made appropriate adjustments according to the paragraph above, which underlying or other reference value, economically equal to the underlying concept of the commodity used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component shall be applicable in the future (the **"Successor Underlying"**, the **"Successor Reference Value"** or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the **"Successor Basket Component"**) and to replace the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component by the Successor Underlying, the Successor Reference Value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Successor Basket Component. The Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

Any reference in these General Conditions to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component shall, to the extent appropriate, be deemed to refer to the Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component.

5. Determination of a Substitute Trading System

If the quotation of or trading in the commodity in the Relevant Trading System is permanently discontinued while concurrently a quotation or trading is started up or maintained on another trading system, the Issuer shall be entitled to stipulate such other trading system as the new relevant trading system (the "**Substitute Trading System**") through publication in accordance with section A.XIX (*Notices*) of these General Conditions, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions. In the case of such a substitution, any reference in these General Conditions to the Relevant Trading System thereafter shall be deemed to refer to the Substitute Trading System. The adjustment described above shall be published in accordance with section A.XIX (*Notices*) of these General Conditions upon the expiry of one month following the permanent discontinuation of the quotation of or trading in the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, in the Basket Component in the Relevant Trading System, at the latest.

6. Corrected Price

In the event that the price of the commodity used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component as determined and published by the Relevant Trading System is subsequently corrected and the correction (the "**Corrected Price**") is published by the Relevant Trading System after the original publication, but still within one Settlement Cycle, the Issuer and the Calculation Agent shall be entitled to effect, under consideration of the Corrected Price, adjustments to these General Conditions at their reasonable discretion, to account for the correction. The adjustment and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

7. Making of Adjustments and Determinations; Publication

Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt (a) the applicability of the adjustment rules of the Relevant Futures and Options Exchange and (b) the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

8. Effectiveness of Adjustments and Determinations

Any adjustment and determination will become effective as of the time at which the relevant adjustments become effective on the Relevant Futures and Options Exchange or would become effective, if the Option Contracts were traded on the Relevant Futures and Options Exchange, as the case may be.

II. Market Disruptions

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section F.II.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or

- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section F.II.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates, eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the commodity

- (a) a suspension or a failure of the announcement of the price of the commodity on any day relevant for determining any amounts under these General Conditions; or
- (b) a limitation, suspension or disruption of or, subject to the following provisions, a restriction imposed on trading, the latter of which the Calculation Agent at its reasonable discretion considers significant:
 - (i) in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, in general (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms); or
 - (ii) in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, in the commodity, provided that a major number or a major part is affected (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms); or
 - (iii) on the Relevant Futures and Options Exchange, if Option Contracts on the commodity are traded there; or
 - (iv) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or
 - (v) due to a directive of an authority or of the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms, (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms) or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Exchange or the Relevant Trading System is located, or due to any other reasons whatsoever; or
- (c) the relevant price is a "limit price", which means that the price for the commodity for a day has increased or decreased from the immediately preceding day's relevant price by the maximum amount permitted under applicable rules of the Relevant Trading System or the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms; or
- (d) the occurrence of any other event that, in the opinion of the Calculation Agent at its reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the commodity.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption if the restriction is based on a change in regular trading hours in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, announced in advance at least one (1) hour prior to the earlier of (a) the actual closing time for the regular trading hours in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, or (b) the submission deadline for orders entered into the Relevant Trading System or into the Relevant

Exchange, as the case may be, and as specified in the applicable Final Terms, for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

G. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO PRECIOUS METALS

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a precious metal or precious metals as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Consequences of the occurrence of a Potential Adjustment Event

In the case of the occurrence of a Potential Adjustment Event (as defined in section G.I.2 (*Occurrence of a Potential Adjustment Event*) below), the Issuer shall be entitled to adjust any variable, calculation methodology, valuation, settlement, payment terms or any other terms in these General Conditions in a manner and relation corresponding to the relevant adjustments made with regard to option and futures contracts on the precious metal used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component traded on the Relevant Futures and Options Exchange (the "**Option Contracts**") provided that the Adjustment Record Date (as defined below) is prior to or on the Valuation Date, the Final Valuation Date or a Valuation Averaging Date, as the case may be, and as specified in the applicable Final Terms.

If no such Option Contracts are being traded on the Relevant Futures and Options Exchange, the adjustments may be effected by the Issuer in a manner as relevant adjustments would be made by the Relevant Futures and Options Exchange if those Option Contracts were traded on the Relevant Futures and Options Exchange.

The "**Adjustment Record Date**" will be the first trading day on the Relevant Futures and Options Exchange on which the adjusted Option Contracts on the Underlying or other reference value are traded on the Relevant Futures and Options Exchange or would be traded if those Option Contracts were traded on the Relevant Futures and Options Exchange.

2. Occurrence of a Potential Adjustment Event

"**Potential Adjustment Event**" means any measure in relation to the precious metal, which gives reason, or would give reason, if the Option Contracts were traded on the Relevant Futures and Options Exchange, as the case may be, to the Relevant Futures and Options Exchange for an adjustment to the strike, the contract volume of the Underlying or other reference value, the ratio of the Underlying or other reference value or to the quotation of the stock exchange, relevant for the calculation and determination of the price of the Underlying or other reference value.

Potential Adjustment Events are, in particular, but not limited to, the following measures, whereas, however, subject to section G.I.3 (*Deviations by the Issuer from the Relevant Futures and Options Exchange*) below, the de facto or hypothetical decision of the Relevant Futures and Options Exchange is decisive:

- (a) The precious metal is traded on the Relevant Exchange relevant for the calculation and determination of the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component in a different quality, in a different consistency (e.g. with a different degree of purity or a different point of origin) or in a different standard measuring unit.
- (b) The occurrence of another event or action, due to which the precious metal, as traded on the Relevant Exchange relevant for the calculation and determination of the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component, is materially modified.

The provisions set out above shall apply *mutatis mutandis* to any other event or circumstance, which may have an impact on the value of the precious metal and which causes the terms of the Securities to no

longer reflect the original commercial terms agreed by the Issuer and the Holders or adversely affects the economic basis on which the Issuer issued the Securities.

3. Deviations by the Issuer from the Relevant Futures and Options Exchange

The Issuer shall be entitled to deviate from the adjustments made by the Relevant Futures and Options Exchange should the Issuer consider it necessary in order to account for existing differences between the Securities and the Option Contracts traded on the Relevant Futures and Options Exchange. Irrespective of, whether or how adjustments are de facto effected by the Relevant Futures and Options Exchange, the Issuer is entitled to make adjustments to these General Conditions for the purpose to reconstitute to the extent possible the Holders' economic status prior to the measures in terms of section G.I.2 (*Occurrence of a Potential Adjustment Event*) above.

4. Successor Underlying, Successor Reference Value or, as the case may be, Successor Basket Component

In the event that the precious metal ceases to exist and/or is replaced by a successor precious metal (by any parties other than the Issuer) (subject to section B (*Additional General Conditions applicable to Securities on Baskets*) of these General Conditions, a "**Replacement Event**"), the Issuer and the Calculation Agent shall, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions, determine at their reasonable discretion, after having made appropriate adjustments according to the paragraph above, which underlying or other reference value, economically equal to the underlying concept of the precious metal used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component shall be applicable in the future (the "**Successor Underlying**", the "**Successor Reference Value**" or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the "**Successor Basket Component**") and to replace the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component by the Successor Underlying, the Successor Reference Value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Successor Basket Component. The Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

Any reference in these General Conditions to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the Basket Component shall, to the extent appropriate, be deemed to refer to the Successor Underlying, the Successor Reference Value or, as the case may be, to the Successor Basket Component.

5. Determination of a Substitute Exchange

If the quotation of or trading in the precious metal on the Relevant Exchange is permanently discontinued while concurrently a quotation or trading is started up or maintained on another exchange, the Issuer shall be entitled to stipulate such other exchange as the new relevant exchange (the "**Substitute Exchange**") through publication in accordance section A.XIX (*Notices*) of these General Conditions, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions. In the case of such a substitution, any reference in these General Conditions to the Relevant Exchange thereafter shall be deemed to refer to the Substitute Exchange. The adjustment described above shall be published in accordance with section A.XIX (*Notices*) of these General Conditions upon the expiry of one month following the permanent discontinuation of the quotation of or trading in the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, in the Basket Component on the Relevant Exchange, at the latest.

6. Corrected Price

In the event that the price of the precious metal used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component as determined and published by the Relevant Exchange is subsequently corrected and the correction (the "**Corrected Price**") is published by the Relevant Exchange after the original publication, but still within one Settlement Cycle, the Issuer and the Calculation Agent shall be entitled to effect, under consideration of the Corrected Price, adjustments to these General Conditions at their reasonable discretion, to account for the correction. The adjustment and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

7. Making of Adjustments and Determinations; Publication

Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt (a) the applicability of the adjustment rules of the Relevant Futures and Options Exchange and (b) the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

8. Effectiveness of Adjustments and Determinations

Any adjustment and determination will become effective as of the time at which the relevant adjustments become effective on the Relevant Futures and Options Exchange or would become effective, if the Option Contracts were traded on the Relevant Futures and Options Exchange, as the case may be.

II. Market Disruptions

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section G.II.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section G.II.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates, eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the

Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the precious metal

- (a) a suspension or a failure of the announcement of the price of the precious metal on any day relevant for determining any amounts under these General Conditions; or
- (b) a limitation, suspension or disruption of or, subject to the following provisions, a restriction imposed on trading, the latter of which the Calculation Agent at its reasonable discretion considers significant:
 - (i) in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, in general (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms); or

- (ii) in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, in the precious metal, provided that a major number or a major part is affected (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms); or
 - (iii) on the Relevant Futures and Options Exchange, if Option Contracts on the precious metal are traded there; or
 - (iv) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or
 - (v) due to a directive of an authority or of the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms, (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms) or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Exchange or the Relevant Trading System is located, or due to any other reasons whatsoever; or
- (c) the relevant price is a "limit price", which means that the price for the precious metal for a day has increased or decreased from the immediately preceding day's relevant price by the maximum amount permitted under applicable rules of the Relevant Trading System or the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms; or
- (d) the occurrence of any other event that, in the opinion of the Calculation Agent at its reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the precious metal.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption if the restriction is based on a change in regular trading hours in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, announced in advance at least one (1) hour prior to the earlier of (a) the actual closing time for the regular trading hours in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, or (b) the submission deadline for orders entered into the Relevant Trading System or into the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

H. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO INDICES

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with an index or indices as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Successor Index Sponsor; Successor Index Calculator

If the index used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component is permanently not maintained by the Index Sponsor and not calculated and published by the Index Sponsor or, if in the applicable Final Terms in the definition of "Underlying" a "Index Calculator" is specified to be applicable, by the Index Calculator any longer, the Issuer shall be entitled to replace the Index Sponsor or, as the case may be, the Index Calculator by a person, company or institution, which is acceptable to the Calculation Agent and the Issuer at their reasonable discretion (the "**Successor Index Sponsor**" or, if in the

applicable Final Terms in the definition of "Underlying" a "Index Calculator" is specified to be applicable, the "**Successor Index Calculator**").

In such case, the Successor Index Sponsor or, if in the applicable Final Terms in the definition of "Underlying" an "Index Calculator" is specified to be applicable, the Successor Index Calculator will be deemed to be the Index Sponsor or, as the case may be, the Index Calculator and each reference in these General Conditions to the Index Sponsor or, as the case may be, the Index Calculator shall be deemed to refer to the Successor Index Sponsor or, as the case may be, the Successor Index Calculator.

2. Changes in the calculation; Making of adjustments

Any changes in the calculation (including corrections) of the index or of the composition or of the weighting of the index components, on which the calculation of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component is based, shall not lead to an adjustment unless the Issuer and the Calculation Agent, upon exercise of their reasonable discretion, determine that the underlying concept and the calculation (including corrections) of the Underlying or other reference value or of the Basket Component are no longer comparable to the underlying concept or calculation of the index applicable prior to such change. This applies especially, if due to any change the index value changes considerably, although the prices and weightings of the components included in the index remain unchanged. Adjustments may also be made as a result of the termination of the index and/or its substitution by another underlying.

For the purpose of making any adjustments, the Calculation Agent shall at its reasonable discretion determine an adjusted value per unit of the index as the basis of the determination of the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component, which in its result corresponds with the economic result prior to this change, and shall, taking into account the time the change occurred, determine the day, on which the adjusted value per unit of the index shall apply for the first time. The adjusted value per unit of the Underlying or other reference value or the Basket Component as well as the date of its first application shall be published without undue delay pursuant to section A.XIX (*Notices*) of these General Conditions.

3. Termination or replacement of the index

In the event that

- (a) the authorisation of the Issuer or of the Calculation Agent, as the case may be, to use the index used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component for the purposes of the Securities is terminated or otherwise ceases to exist; or
- (b) the Issuer in its role as Index Sponsor is at its reasonable discretion and for whatsoever reason not able to continue to maintain, calculate and/or publish the index used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component; or
- (c) the index (or the publication thereof) has been permanently discontinued and/or replaced by a successor index (by any parties other than the Issuer),

(subject to section B (*Additional General Conditions applicable to Securities on Baskets*) of these General Conditions, a "**Replacement Event**") the Issuer and the Calculation Agent shall determine at their reasonable discretion, after having made appropriate adjustments according to the paragraph above, which index shall be applicable in the future (the "**Successor Underlying**", the "**Successor Reference Value**" or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the "**Successor Basket Component**") and to replace the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component by the Successor Underlying, the Successor Reference Value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Successor Basket Component. The Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

Any reference in these General Conditions to the Underlying or the relevant other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the Basket Component shall, to the extent appropriate, be deemed to refer to the Successor Underlying, the Successor Reference Value or, as the case may be, to the Successor Basket Component.

4. Corrected Price

In the event that the price of the index used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component as determined and published by the Index Sponsor or, if in the applicable Final Terms in the definition of "Underlying" a "Index Calculator" is specified to be applicable, by the Index Calculator is subsequently corrected and the correction (the "**Corrected Price**") is published after the original publication, but still within one Settlement Cycle, the Issuer and the Calculation Agent shall be entitled to effect, under consideration of the Corrected Price, adjustments to these General Conditions at their reasonable discretion, to account for the correction. The adjustment and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

5. Making of Adjustments and Determinations; Publication

Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

II. Market Disruptions for Securities linked to indices not comprising commodities or precious metals as Components where a "Consideration of Components" is specified to be applicable in the relevant Final Terms

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section H.II.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to

be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section H.II.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates, eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the index or, as the case may be, and if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to each of its Components

- (a) a suspension or a failure of the announcement of the price of the Index or, as the case may be, and if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, of the price a Component on any day relevant for determining any amounts under these General Conditions; or
- (b) a limitation, suspension or disruption of or, subject to the following provisions, a restriction imposed on trading, the latter of which the Calculation Agent at its reasonable discretion considers significant:
 - (i) in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, on the stock exchange(s) or in the market(s) on/in which the Components are quoted or traded, in general (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, by the stock exchange(s) or the market(s) on/in which the Components are quoted or traded); or
 - (ii) in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, on the stock exchange(s) or in the market(s) on/in which the Components are quoted or traded, in the Index or, as the case may be, in the Components of the Index in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, in the market(s) on/in which the Components are quoted or traded, provided that a major number or a major part in terms of market capitalisation is affected (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, or by the stock exchange(s) or the market(s) on/in which the Components are quoted or traded); or
 - (iii) on the Relevant Futures and Options Exchange, if Option Contracts on the Index or, as the case may be, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, on the Components are traded there; or
 - (iv) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or
 - (v) due to a directive of an authority or of the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms, or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, of the stock exchange(s) or of the market(s) on/in which the Components are quoted or traded, (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the Relevant Trading System, as the case may be, or by the stock exchange(s) or the market(s) on/in which the Components are quoted or traded) or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Exchange or the Relevant Trading System is located, or due to any other reasons whatsoever; or
- (c) The relevant price is a "limit price", which means that the price for the Index or, as the case may be, and if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the affected Component for a day has increased or decreased from the immediately preceding day's relevant price by the maximum amount permitted under applicable rules of the Relevant Exchange or the Relevant Trading System, as the case may be, and as specified in the applicable Final Terms, or, if in the applicable Final Terms in

the definition of "Securities" a "Consideration of Components" is specified to be applicable, the stock exchange(s) or the market(s) on/in which the Components are quoted or traded; or

- (d) the occurrence of any other event that, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the Underlying or other reference value or, as the case may be, and if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, all Components.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption, if the restriction is based on a change in regular trading hours in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, announced in advance at least one (1) hour prior to the earlier of (a) the actual closing time for the regular trading hours in the Relevant Trading System or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, or (b) the submission deadline for orders entered into the Relevant Trading System or into the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

III. Market Disruptions for Securities linked to indices comprising commodities or precious metals as Components where a "Consideration of Components" is specified to be applicable in the relevant Final Terms

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section H.III.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination, in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable, in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

With respect to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the Basket Component or, as the case may be, the affected Component such prevailing Market Disruption causes that the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component shall not be determined by reference to the official closing price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the official closing price of the Basket Component, if any, on the relevant Scheduled Determination Date but shall instead be determined by the Calculation Agent as follows:

- (a) with respect to each Component which is not affected by the Market Disruption, the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component will be based on the settlement price of such Component on the relevant Scheduled Determination Date;
- (b) with respect to each Component which is affected by the Market Disruption the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component will be based on the settlement price of each such Component on the first succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date on which no Market Disruption prevails.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section H.III.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates, eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination, in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable, in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components.

No further postponement shall take place.

With respect to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component the Calculation Agent will then, at its reasonable discretion, determine the price of the relevant Component (which for the avoidance of doubt could be zero (0)).

The Calculation Agent will determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the (affected) Basket Component with respect to the relevant Scheduled Determination Date by using the prices of the Components determined pursuant to the aforementioned provisions relating to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the (affected) Basket Component in accordance with the formula for and method of calculating the Index applied by the Index Sponsor prior to the occurrence of the Market Disruption.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the index comprising commodities or precious metals as Components or to each of its Components

- (a) a suspension or a failure of the announcement of the price of the Index or, as the case may be, of the price a Component on any day relevant for determining any amounts under these General Conditions; or
- (b) a limitation, suspension or disruption of or, subject to the following provisions, a restriction imposed on trading, the latter of which the Calculation Agent at its reasonable discretion considers significant:

- (i) on the Relevant Exchange or on the stock exchange(s) or in the market(s) on/in which the Components are quoted or traded, in general (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the stock exchange(s) or the market(s) on/in which the Components are quoted or traded); or
 - (ii) on the Relevant Exchange or on the stock exchange(s) or in the market(s) on/in which the Components are quoted or traded, in the Index or, as the case may be, in the Components of the Index, provided that a major number or a major part is concerned, (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange or the stock exchange(s) or the market(s) on/in which the Components are quoted or traded); or
 - (iii) on the Relevant Futures and Options Exchange, if Option Contracts on the Index or on the Components are traded there; or
 - (iv) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or
 - (v) due to a directive of an authority or of the Relevant Exchange (whether by movements in price exceeding limits permitted by the Relevant Exchange or otherwise) or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Exchange is located, or due to any other reasons whatsoever; or
- (c) the relevant price is a "limit price", which means that the price for a Component has, at any point during the last fifteen minutes of trading on the Relevant Exchange, increased or decreased from the previous day's closing price by the maximum amount permitted under the applicable rules of the Relevant Exchange or the stock exchange(s) or the market(s) on/in which the Components are quoted or traded; or
- (d) the occurrence of any other event that, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the Underlying or other reference value or, as the case may be, the affected Component.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption, if the restriction is based on a change in regular trading hours on the Relevant Exchange announced in advance at least one (1) hour prior to the earlier of (a) the actual closing time for the regular trading hours on the Relevant Exchange or (b) the submission deadline for orders entered into the Relevant Exchange for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

I. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO EXCHANGE TRADED FUND UNITS

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with an exchange traded fund unit or fund units as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Consequences of the occurrence of a Potential Adjustment Event

In the case of the occurrence of a Potential Adjustment Event (as defined in section I.1.2 (*Occurrence of a Potential Adjustment Event*) below) in respect to the exchange traded fund unit used as Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component, the Issuer shall be entitled to make any adjustments to any variable, calculation methodology, valuation, settlement, payment terms or any other terms in

respect of the Securities that they determine at their reasonable discretion to be appropriate to account for the effect of such Potential Adjustment Event.

2. Occurrence of a Potential Adjustment Event

"Potential Adjustment Event" means any following measure in relation to the fund unit:

- (a) Conversion, subdivision, consolidation or reclassification of the fund units;
- (b) payment of distributions, which contradict the standard distribution policy of the investment fund in relation to the fund units, or
- (c) any other event that may, in the Issuer's and the Calculation Agent's reasonable discretion, have a diluting or concentrative effect on the fund units.

3. Adjustments made by the Relevant Futures and Options Exchange

The Issuer shall be entitled to in particular effect adjustments to these General Conditions in a manner and relation corresponding to the relevant adjustments made with regard to option and futures contracts on the fund unit used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component, traded on the Relevant Futures and Options Exchange (the **"Option Contracts"**) provided that the Adjustment Record Date (as defined below) is prior to or on the Valuation Date, the Final Valuation Date or a Valuation Averaging Date, as the case may be, and as specified in the applicable Final Terms.

If no such Option Contracts are being traded on the Relevant Futures and Options Exchange, the adjustments may be effected by the Issuer in a manner as relevant adjustments would be made by the Relevant Futures and Options Exchange if those Option Contracts were traded on the Relevant Futures and Options Exchange.

The **"Adjustment Record Date"** will be the first trading day on the Relevant Futures and Options Exchange on which the adjusted Option Contracts on the Underlying or other reference value are traded on the Relevant Futures and Options Exchange or would be traded if those Option Contracts were traded on the Relevant Futures and Options Exchange.

4. Deviations by the Issuer from the Relevant Futures and Options Exchange

The Issuer shall be entitled to deviate from the adjustments made by the Relevant Futures and Options Exchange should the Issuer consider it necessary in order to account for existing differences between the Securities and the Option Contracts traded on the Relevant Futures and Options Exchange. Irrespective of, whether or how adjustments are de facto effected by the Relevant Futures and Options Exchange, the Issuer is entitled to make adjustments to these General Conditions for the purpose to reconstitute to the extent possible the Holders' economic status prior to the measures in terms of section I.I.2 (*Occurrence of a Potential Adjustment Event*) above.

5. Consequences of the occurrence of a Replacement Event

If a Replacement Event (as defined in section I.I.6 (*Occurrence of a Replacement Event*) below) in respect of the fund unit used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component occurs or is likely to occur, the Issuer and the Calculation Agent may, if they determine at their reasonable discretion, that such event is material and adversely affects the fund unit,

- (a) select an alternative investment fund, which the Issuer and the Calculation Agent determine at their reasonable discretion to have a similar strategy and liquidity (the **"Successor Underlying"**, the **"Successor Reference Value"** or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the **"Successor Basket Component"**) and to replace the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component by the Successor Underlying, the Successor Reference Value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Successor Basket Component; and/or

- (b) make any adjustments to any variable, calculation methodology, valuation, settlement, payment terms or any other terms in respect of the Securities that they determine at their reasonable discretion to be appropriate to account for the effect of such Replacement Event.

6. Occurrence of a Replacement Event

Subject to section B (*Additional General Conditions applicable to Securities on Baskets*) of these General Conditions, "**Replacement Event**" means any of the following:

- (a) The investment strategy or investment objective of an investment fund (the "**Strategy**") differs substantially from the Strategy at the issue date of the Securities or the date on which the Underlying or other reference value was adjusted in accordance with these General Conditions, as the case may be, or from the Strategy outlined in the prospectus or other documents prepared in connection with the marketing of the investment fund (together the "**Documents**") or from the rules in relation to the investment fund.
- (b) The investment fund introduces or increases charges or fees payable out of the assets of the investment fund or charges a subscription fee or redemption fee.
- (c) The operation or organisation of the investment fund (in particular structure, procedures or policies) or the application of such procedures or policies has changed from that at the issue date of the Securities or the date on which the Underlying or other reference value was adjusted in accordance with these General Conditions, as the case may be.
- (d) The investment fund or its investment manager is or becomes subject to liquidation, dissolution, discontinuance or execution, or the investment manager indicates that the Strategy will not be met or proposes, recommends or initiates the liquidation, dissolution or discontinuance of the investment fund.
- (e) The investment fund or its investment manager or any of their employees are placed under review or investigation by any regulatory or other authority or are subject to any charges or prosecution.
- (f) The Issuer is the beneficial owner of 5 % or more of the fund units of the investment fund or a relevant class of the investment fund.
- (g) The investment fund or its investment manager becomes party to any litigation or dispute.
- (h) Resignation, termination, loss of registration or any other change in respect of the investment manager of the investment fund or any change in the personnel of the investment manager or in the service providers to the investment fund.

The provisions set out above shall apply *mutatis mutandis* to events other than those mentioned above, if the Issuer and the Calculation Agent, upon exercise of their reasonable discretion, determine that the economic effects of these events are comparable and may have an impact on the calculational value of the fund unit.

Any reference in these General Conditions to the Underlying or relevant other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component shall, to the extent appropriate, be deemed to refer to the Successor Underlying or Successor Reference Value.

7. Determination of a Substitute Exchange

If the quotation of or trading in the fund unit used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component on the Relevant Exchange is permanently discontinued while concurrently a quotation or trading is started up or maintained on another stock exchange, the Issuer shall be entitled to stipulate such other stock exchange as new Relevant Exchange (the "**Substitute Exchange**") through publication in accordance with section A.XIX (*Notices*) of these General Conditions, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions. In the case of such a substitution, any reference in these

General Conditions to the Relevant Exchange thereafter shall be deemed to refer to the Substitute Exchange. The adjustment described above shall be published in accordance with section A.XIX (*Notices*) of these General Conditions upon the expiry of one month following the permanent discontinuation of the quotation of or trading in the fund unit used as the Underlying or other reference value on the Relevant Exchange.

8. Corrected Price

In the event that the price of the fund unit used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component as determined and published by the Relevant Exchange is subsequently corrected and the correction (the "**Corrected Price**") is published by the Relevant Exchange after the original publication, but until the maturity date of the Securities (exclusive), the Issuer and the Calculation Agent shall be entitled to effect, under consideration of the Corrected Price, adjustments to these General Conditions at their reasonable discretion, to account for the correction. The adjustment and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

9. Making of Adjustments and Determinations; Publication

Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

10. Effectiveness of Adjustments and Determinations

Any adjustment and determination will become effective as of the time at which the relevant adjustments become effective on the Relevant Futures and Options Exchange or would become effective, if the Option Contracts were traded on the Relevant Futures and Options Exchange, as the case may be.

II. Market Disruptions

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section I.II.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section I.II.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates, eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the exchange traded fund unit

- (a) a suspension or a failure of the announcement of the price of the fund unit on any day relevant for determining any amounts under these General Conditions; or
- (b) a limitation, suspension or disruption of or, subject to the following provisions, a restriction imposed on trading, the latter of which the Calculation Agent at its reasonable discretion considers significant:
 - (i) on the Relevant Exchange in general (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange); or
 - (ii) on the Relevant Exchange in the fund unit, provided that a major number or a major part is affected (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange); or
 - (iii) on the Relevant Futures and Options Exchange, if Option Contracts on the fund unit are traded there; or
 - (iv) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or
 - (v) due to a directive of an authority or of the Relevant Exchange (e.g. due to movements in price exceeding limits permitted by the Relevant Exchange) or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Exchange is located, or due to any other reasons whatsoever; or
- (c) the relevant price is a "limit price", which means that the price for the fund unit for a day has increased or decreased from the immediately preceding day's relevant price by the maximum amount permitted under applicable rules of the Relevant Exchange; or
- (d) the occurrence of any other event that, in the opinion of the Calculation Agent at its reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the fund unit.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption if the restriction is based on a change in regular trading hours on the Relevant Exchange announced in advance at least one (1) hour prior to the earlier of (a) the actual closing time for the regular trading hours on the Relevant Exchange, or (b) the submission deadline for orders entered into the Relevant Exchange for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

J. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO FUND UNITS

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a fund unit or fund units as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Consequences of the occurrence of a Potential Adjustment Event

If a Potential Adjustment Event (as defined in section J.I.2 (*Occurrence of a Potential Adjustment Event*) below) in respect of the fund unit used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component occurs or is likely to occur, the Issuer and the Calculation Agent may, if they determine at their reasonable discretion, that such event is material and adversely affects the Underlying or other

reference value or, as the case may be, the Basket Component or the calculation of the NAV of the fund unit,

- (a) make any adjustments to any variable, calculation methodology, valuation, settlement, payment terms or any other terms in respect of the Securities that they determine at their reasonable discretion to be appropriate to account for the effect of such Potential Adjustment Event, and/or
- (b) select, by using reasonable efforts for a period of no longer than five (5) business days from the date when such a Potential Adjustment Event has occurred, one or more suitable alternative funds with reasonably similar investment mandates – subject to the following suitability criteria – (each a "**Replacement Fund**") and replace the fund used as Underlying or other reference value or Basket Component by such fund(s).

The replacement of the fund used as Underlying or other reference value or Basket Component by one or more alternative Replacement Funds is only possible provided that all of the following suitability criteria are met:

- (i) The relevant fund management company/ies and fund manager(s) are willing to allow the fund to be referenced in the Securities.
- (ii) There is no legal or regulatory restriction on referencing the fund in respect of the Securities.
- (iii) The Issuer is able to trade at net asset value or at bid price in the fund with no direct or indirect fee, levy or other charge whatsoever, including subscription of redemption penalties applicable, or potentially applicable, to any such trading or any interest so acquired.
- (iv) The fund is constituted as an open-ended investment company incorporated in an OECD country.
- (v) The relevant fund management company / fund manager publishes the fund's net asset value or bid price on a daily basis.
- (vi) The Issuer is able to fully hedge its position with respect to the fund.

2. Occurrence of a Potential Adjustment Event

"Potential Adjustment Event" means, subject to section B (*Additional General Conditions applicable to Securities on Baskets*) of these General Conditions, any of the following:

- (a) A material change in the investment strategy, underlying portfolio liquidity or the risk/return profile of the fund used as Underlying or other reference value or Basket Component, a material modification of or deviation from any of the investment objectives, investment restrictions, investment process or investment guidelines of the fund used as Underlying or other reference value or Basket Component (howsoever described, including the underlying type of assets in which the fund invests) from those set out in the fund offer documentation or other constitutional documents or any announcement regarding a potential modification or material deviation, except where such modification or deviation is of a formal, minor or technical nature;
- (b) the fund used as Underlying or other reference value or Basket Component or any service provider to the fund such as investment advisors, investment managers, custodians, depositaries, administrators, management companies etc. (each a "**Fund Service Provider**") (i) ceases trading and/or, in the case of a Fund Service Provider, ceases to provide its services to the fund and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent, (ii) is dissolved or has a resolution passed, or there is any proposal, for its dissolution, winding-up, official liquidation or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights (other than pursuant to a consolidation, amalgamation or merger); or (iii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified above;
- (c) any suspension, a change in the periodicity and/or material modification of the method of calculating the NAV per fund unit set out in the fund documents on the Fixing Date;

- (d) any change in the currency of denomination of the NAV of the relevant class of shares of the Fund, or the NAV of the fund, as calculated by its administrator, not being calculated or announced for any scheduled fund business day within the time period when the Calculation Agent would ordinarily expect such NAV to be available;
- (e) the creation by the Fund of any illiquid share class or unit howsoever described or if the Fund is part of an umbrella structure with more than one sub-fund, a crosscontamination or other failure to segregate the portfolio of assets held by the Fund occurs between different series, classes and/or sub-funds;
- (f) the regulatory, legal, accounting or tax treatment applicable with respect to the Issuer or the fund is changed;
- (g) there exists any litigation against the fund or a Fund Service Provider and/or an allegation of criminal or fraudulent activity is made in respect of the fund, which in the reasonable determination of the Calculation Agent could materially affect the value of the fund units or the rights or remedies of any investor in such fund units;
- (h) any review or investigation of the activities of the fund or any Fund Service Provider, by a relevant regulator, in connection with suspected or alleged wrongdoing or breach of any rule or regulation, or other similar reason, or any disciplinary action taken by such regulator in consequence thereof which in the reasonable determination of the Calculation Agent could materially affect the value of the fund units or the rights or remedies of any investor in such fund units;
- (i) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the fund or a Fund Service Provider or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence which in the reasonable determination of the Calculation Agent could materially affect the value of the fund units or the rights or remedies of any investor in such fund units;
- (j) the assets under management of the fund falls below EUR 50,000,000 or the equivalent in any other currency;
- (k) the Issuer is the beneficial owner of 5 % or more of the fund units of the fund or a relevant class of the fund;
- (l) any arrangement between the Issuer and the fund and/or a Fund Service Provider, including arrangements relating to subscriptions in and redemptions of fund units, being changed or terminated, where such change, modification or termination has a direct impact on the pricing of the Securities;
- (m) the occurrence of any event, which prevents, hinders or materially impairs the Issuer's ability to conduct its hedging activities, or materially increases the cost to the Issuer of hedging arrangements, in relation to its exposure under these Securities including but not limited to, any event that renders the Issuer unable to or makes it impracticable for the Issuer to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary to hedge the Issuer's obligations under the Securities or (ii) to realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by the fund on any investor's ability to redeem a fund unit, in whole or in part, or any existing or new investor's ability to make new or additional investments in such fund unit, or (B) any mandatory redemption, in whole or in part, of such units in the fund;
- (n) the occurrence of a Fund Change in Law,
where a "**Fund Change in Law**" means that due to the occurrence, on or after the issue date of the Securities, of any of the following:
 - (i) the adoption, taking effect or implementation of any law, order rule, regulation, decree, notice or treaty;

- (ii) any change in any law, order, rule, regulation, decree, notice or treaty or in the administration, interpretation, implementation or application thereof, whether formal or informal, by any court, tribunal, regulatory authority, governmental authority or similar administrative or judicial body; or
- (iii) the making or issuance of any request, rule, guideline or directive (whether formal or informal or not having the force of law) by any court, tribunal, regulatory authority, governmental authority or similar administrative or judicial body; provided that (A) the Dodd-Frank Wall Street Reform and Consumer Protection Act, the European Market Infrastructure Regulation (EMIR) as amended by the Markets in Financial Instruments Regulation (MiFIR), the Markets in Financial Instruments Directives (MiFID I and MiFID II) or any structural reform regulation of the European banking sector and all requests, rules, guidelines, directives or interpretations thereunder or issued in connection therewith or the administration, interpretation, implementation or application thereof and (B) all requests, rules, guidelines, directives or interpretations promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority), the Swiss Financial Market Supervisory Authority or its successors (FINMA) or the United States or foreign regulatory authorities, or the administration, interpretation, implementation or application thereof shall each be deemed to be a "Fund Change in Law", regardless of the date enacted, adopted issued or applied, at the reasonable discretion of the Issuer; or
- (i) the holding, acquisition or sale of the fund units of the fund is or becomes wholly or partially illegal; or
- (ii) the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or negative consequences with regard to tax treatment);
- (o) one or more of the key individuals involved with, or having supervision over, the fund or a Fund Service Provider ceases to act in such capacity, and the relevant Fund Service Provider fails to appoint a replacement having similar qualifications to those of the key individual or individuals ceasing to act, provided that the fund's offer documents or other constitutional documents contain provisions pertaining to the occurrence of such a key person event;
- (p) any other event or circumstance, which, in the reasonable determination of the Calculation Agent, causes the terms of these Securities to no longer reflect the original commercial terms agreed by the Issuer and the Holders or adversely affects the economic basis on which the Issuer issued the Securities;
- (q) at any time on or after the issue date of the Securities, the Issuer and/or any of its Affiliates would incur an increased (as compared with circumstances existing on the issue date of the Securities) amount of tax, duty, reserve or similar requirement in relation to the Securities, capital and/or funding costs, expense or fee (other than brokerage commissions) or hedging costs (including, but not limited to, regulatory capital or operational requirements required from a Fund Change in Law) to maintain the Securities.

The provisions set out above shall apply *mutatis mutandis* to any other event or circumstance, which causes the terms of the Securities to no longer reflect the original commercial terms agreed by the Issuer and the Holders or adversely affects the economic basis on which the Issuer issued the Securities. Any reference in these General Conditions to the fund as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component shall, to the extent appropriate, be deemed to refer to the Replacement Fund.

3. Corrected Price

In the event that the price of the fund unit used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component as determined and published by a Fund Service Provider on behalf the fund is subsequently corrected and the correction (the "**Corrected Price**") is published by a Fund Service Provider or otherwise on behalf of the fund after the original publication, but still within one Settlement Cycle, the Issuer and the Calculation Agent shall be entitled to effect, under consideration of the Corrected Price, adjustments to these General Conditions at their reasonable discretion, to account for the correction.

The adjustment and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

4. Making of Adjustments and Determinations; Publication

Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

II. Market Disruptions

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section J.II.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section J.II.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates, eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the not exchange traded fund unit

- (a) a suspension or a failure of the announcement of the price of the fund unit on any day relevant for determining any amounts under these General Conditions; or
- (b) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or
- (c) the occurrence of any other event that, in the opinion of the Calculation Agent at its reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the fund unit.

K. **ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO FUTURES CONTRACTS**

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a futures contract or futures contracts as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Expiration of the Futures Contract

Upon expiration of the futures contract used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component, during the term of the Securities, the futures contract will be replaced on the Roll Over Date by the futures contract with the next Expiration Date as relevant new Underlying or other reference value or, as the case may be, Basket Component (the "**Current Underlying**", the "**Current Reference Value**" or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the "**Current Basket Component**") (the "**Roll Over**"). If, at that time, the Issuer determines that there is no futures contract with the next Expiration Date, the terms or contractual characteristics of which match those of the futures contract used as the Underlying or other reference value or, as the case may be, as the Basket Component to be replaced, paragraph (4) shall apply accordingly.

The Issuer shall be entitled to make at its reasonable discretion and considering the prices determined for the purpose of the Roll Over on the basis of the price of the futures contract used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component and of the Current Underlying, the Current Reference Value or, as the case may be, the Current Basket Component on the Roll Over Date, adjustments to these General Conditions to account for the Roll Over, to the extent as the Issuer considers such adjustment necessary when replacing the expiring future contract by the Current Underlying, the Current Reference Value or, as the case may be, the Current Basket Component. At this, adjustments will be effected so that the economic value of the Securities is affected as less as possible by the Roll Over. The adjustments in the context of a Roll Over pursuant to the paragraphs above shall be effected by the Issuer at its reasonable discretion and shall be published on the website of the Issuer at www.ubs.com/keyinvest or a successor address. Any adjustment and determination shall be final, conclusive and binding on all parties, except where there is a manifest error.

2. Material change in the market conditions

If, in the opinion of the Calculation Agent at its reasonable discretion, a material change in the market conditions occurred in relation to the Relevant Reference Market relevant for the calculation and determination of the price of the futures contract used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component, the Issuer shall be entitled to adjust any variable, calculation methodology, valuation, settlement, payment terms or any other terms in these General Conditions to account for the effect of these changed market conditions.

3. Changes in the calculation; Making of adjustments

Any changes in the calculation (including corrections) of the futures contract, shall not lead to an adjustment unless the Issuer and the Calculation Agent, upon exercise of their reasonable discretion determine that the underlying concept and the calculation (including corrections) of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component are no longer comparable to the underlying concept or calculation of the Underlying or other reference value or, as the case may be, the Basket Component applicable prior to such change. Adjustments may also be made as a result of the termination of the Underlying or other reference value or the Basket Component and/or its substitution by another underlying.

For the purpose of making any adjustment, the Calculation Agent shall at its reasonable discretion determine an adjusted value per unit of the futures contract as the basis of the determination of the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component, which in its result corresponds with the economic result prior to this change, and shall, taking into account the time the change occurred, determine the day, on which the adjusted value per unit of the futures contract shall apply for the first time. The adjusted value per unit of the Underlying or other reference value or, as the case may

be, the Basket Component as well as the date of its first application shall be published without undue delay pursuant to section A.XIX (*Notices*) of these General Conditions.

4. Successor Underlying, Successor Reference Value or, as the case may be, Successor Basket Component
In the event that the futures contract ceases to exist and/or is replaced by successor futures contract (by any parties other than the Issuer) (subject to section B (*Additional General Conditions applicable to Securities on Baskets*) of these General Conditions, a "**Replacement Event**"), the Issuer and the Calculation Agent shall, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions, determine at the reasonable discretion of the Issuer or, as the case may be, of the Calculation Agent, after having made appropriate adjustments according to the paragraph above, which underlying, economically equal to the underlying concept of the futures contract used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component shall be applicable in the future (the "**Successor Underlying**", the "**Successor Reference Value**" or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the "**Successor Basket Component**") and to replace the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component by the Successor Underlying, the Successor Reference Value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Successor Basket Component. The Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

Any reference in these General Conditions to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the Basket Component shall, to the extent appropriate, be deemed to refer to the Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component.

5. Determination of a Substitute Reference Market
If the quotation of or trading in the futures contract in the Relevant Reference Market is permanently discontinued while concurrently a quotation or trading is started up or maintained on another reference market, the Issuer shall be entitled to stipulate such other reference market as the new relevant reference market (the "**Substitute Reference Market**") through publication in accordance with section A.XIX (*Notices*) of these General Conditions, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions. In the case of such a substitution any reference in these General Conditions to the Relevant Reference Market thereafter shall be deemed to refer to the Substitute Reference Market. The adjustment described above shall be published in accordance with section A.XIX (*Notices*) of these General Conditions upon the expiry of one month following the permanent discontinuation of the quotation of or trading in the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, in the Basket Component in the Relevant Reference Market at the latest.
6. Making of Adjustments and Determinations; Publication
Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

II. Market Disruptions

1. Consequences of a Market Disruption
If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section K.II.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value

or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section K.II.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates, eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the futures contract

- (a) a suspension or a failure of the announcement of the price of the futures contract on any day relevant for determining any amounts under these General Conditions; or
- (b) a limitation, suspension or disruption of or, subject to the following provisions, a restriction imposed on trading, the latter of which the Calculation Agent at its reasonable discretion considers significant:
 - (i) on the Relevant Reference Market or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, in general (e.g. due to movements in price exceeding limits permitted by the Relevant Reference Market); or
 - (ii) on the Relevant Reference Market or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, in the futures contract, provided that a major number or a major part is affected (e.g. due to movements in price exceeding limits permitted by the Relevant Reference Market or the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms); or
 - (iii) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or
 - (iv) due to a directive of an authority or of the Relevant Reference Market or the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, (e.g. due to movements in price exceeding limits permitted by the Relevant Reference Market or the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms) or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Reference Market or the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, is located, or due to any other reasons whatsoever; or
- (c) a significant change in the method of price determination or in the trading conditions relating to the futures contract on the Relevant Reference Market or on the Relevant Exchange, as the case may be, and as specified in the applicable Final Terms, (e.g. in terms of the composition, the quantity or the dealing currency); or

- (d) the occurrence of any other event that, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the futures contract.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption, if the restriction is based on a change in regular trading on the Relevant Reference Market announced in advance at least one (1) hour prior to the earlier of (a) the actual closing time for the regular trading hours on the Relevant Reference Market or (b) the submission deadline for orders entered into the Relevant Reference Market for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

L. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO INTEREST RATES

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with an interest rate or interest rates as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Material change in the market conditions

If, in the opinion of the Calculation Agent at its reasonable discretion, a material change in the market conditions occurred in relation to the Relevant Reference Market relevant for the calculation and determination of the price of the interest rate used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component, the Issuer shall be entitled to adjust any variable, calculation methodology, valuation, settlement, payment terms or any other terms in these General Conditions to account for the effect of these changed market conditions.

2. Changes in the calculation; Making of adjustments

Any changes in the calculation (including corrections) of the interest rate, shall not lead to an adjustment unless the Issuer and the Calculation Agent, upon exercise of their reasonable discretion determine that the underlying concept and the calculation (including corrections) of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component are no longer comparable to the underlying concept or calculation of the Underlying or other reference value or, as the case may be, the Basket Component applicable prior to such change. Adjustments may also be made as a result of the termination of the Underlying or other reference value or the Basket Component and/or its substitution by another underlying.

For the purpose of making any adjustment, the Calculation Agent shall at its reasonable discretion determine an adjusted value per unit of the interest rate as the basis of the determination of the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component, which in its result corresponds with the economic result prior to this change, and shall, taking into account the time the change occurred, determine the day, on which the adjusted value per unit of the interest rate shall apply for the first time. The adjusted value per unit of the Underlying or other reference value or, as the case may be, the Basket Component as well as the date of its first application shall be published without undue delay pursuant to section A.XIX (*Notices*) of these General Conditions.

3. Successor Underlying, Successor Reference Value or, as the case may be, Successor Basket Component

In the event that

- (a) the authorisation of the Issuer or of the Calculation Agent, as the case may be, to use the interest rate used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component for the purposes of the Securities is terminated or otherwise ceases to exist or
- (b) the interest rate (or the publication thereof) has been permanently discontinued and/or replaced by a successor interest rate (by any parties other than the Issuer),

(subject to section B (*Additional General Conditions applicable to Securities on Baskets*) of these General Conditions, a "**Replacement Event**") the Issuer and the Calculation Agent shall determine at their reasonable discretion, after having made appropriate adjustments according to the paragraph above, which interest rate shall be applicable in the future (the "**Successor Underlying**", the "**Successor Reference Value**" or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the "**Successor Basket Component**") and to replace the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component by the Successor Underlying, the Successor Reference Value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Successor Basket Component. The Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions. Any reference in these General Conditions to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the Basket Component shall, to the extent appropriate, be deemed to refer to the Successor Underlying, the Successor Reference Value or, as the case may be, to the Successor Basket Component.

4. Determination of a Substitute Reference Market

If the calculation or publication of the interest rate in the Relevant Reference Market is permanently discontinued while concurrently a calculation and publication is started up or maintained on another reference market, the Issuer shall be entitled to stipulate such other reference market as the new relevant reference market (the "**Substitute Reference Market**") through publication in accordance with section A.XIX (*Notices*) of these General Conditions, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions. In the case of such a substitution any reference in these General Conditions to the Relevant Reference Market thereafter shall be deemed to refer to the Substitute Reference Market. The adjustment described above shall be published in accordance with section A.XIX (*Notices*) of these General Conditions upon the expiry of one month following the permanent discontinuation of the calculation and publication of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component in the Relevant Reference Market at the latest.

5. Making of Adjustments and Determinations; Publication

Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

II. Fallback Provisions for Non-availability of Screen Rate and Benchmark Trigger Events

(a) Notwithstanding the provisions of section L.I. (*Adjustments*) above but subject to paragraph (b) below, if the interest rate used as the Underlying or other reference value (or, if interpolation applies, an interpolation interest rate) is not published on the Screen Page on the relevant Fixing Date, but it (or, if interpolation applies, the relevant interpolation interest rate) has not been discontinued, nor does the interest rate (or, if interpolation applies, the relevant interpolation interest rate), or the administrator or sponsor of such interest rate, fail to fulfil any legal or regulatory requirement applicable to such interest rate (or, if interpolation applies, such relevant interpolation interest rate), administrator and/or sponsor, the Calculation Agent shall determine the interest rate (or, if interpolation applies, the relevant interpolation interest rate) on the basis of quotations for:

- (i) in case the interest rate is a money market rate, the rate of deposits (in each case expressed as a percentage rate per annum) in the redemption currency for a period which is equivalent to the term of the interest rate used as the Underlying or other reference value; or
- (ii) in case the interest rate is a CMS rate, the mid-market swap rate (in each case expressed as a percentage rate per annum)

for such amount as the Calculation Agent shall receive from four (or such other number as the Calculation Agent may determine having regard to market conventions) major banks or leading dealers (the "**Reference Banks**") in the relevant market selected by the Calculation Agent in its reasonable discretion and acting in good faith and in a commercially reasonable manner.

Subject to paragraph (b) below, if two or more of the Reference Banks provide the Calculation Agent with such quotations, the interest rate used as the Underlying or other reference value (or, if interpolation applies, the relevant interpolation interest rate) shall be the arithmetic mean (rounded if necessary in accordance with section A.XVII (*Determinations, calculations, rounding and time*) of these General Conditions) of such quotations, as determined by the Calculation Agent. Subject to paragraph (b) below, if only one or none of the Reference Banks provides the Calculation Agent with such quotations, the interest rate (or, if interpolation applies, the relevant interpolation interest rate) shall be determined by the Calculation Agent in its reasonable discretion and acting in good faith and in a commercially reasonable manner (taking into account, if applicable, the last available fixings of the interest rate (or, if interpolation applies, the relevant interpolation interest rate) prior to the relevant Fixing Date).

- (b) Notwithstanding the provisions of section L.I. (*Adjustments*) and paragraph (a) above, if the Issuer (in consultation with the Calculation Agent) determines prior to any Fixing Date that a Benchmark Event has occurred, then the following provisions shall apply (subject to the subsequent operation of this paragraph (b)):
- (i) the Issuer may (in consultation with the Calculation Agent and acting in good faith and a commercially reasonable manner) determine a Successor Rate or, alternatively, if the Issuer determines that there is no Successor Rate, an Alternative Interest Rate to the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate) no later than three (3) Business Days prior to the Fixing Date relating to the next succeeding interest period (such Business Day, the "**Issuer Determination Cut-off Date**", and such next succeeding interest period, the "**Affected Interest Period**") for the purposes of determining the rate of interest applicable to the Affected Interest Period and all interest periods thereafter;
 - (ii) if paragraph (b)(i) above applies and the Issuer is unable or unwilling to determine a Successor Rate or, failing which, an Alternative Interest Rate prior to the Fixing Date in respect of the Affected Interest Period, the rate of interest applicable to the Affected Interest Period shall be the rate of interest determined as at the last preceding Fixing Date (through substituting, where a different margin, factor, minimum rate of interest, maximum rate of interest and/or other level is to be applied to the Affected Interest Period from that which applied to the last preceding interest period (pursuant to the terms contained in the applicable Final Terms), the margin, factor, minimum rate of interest, maximum rate of interest and/or other level relating to the Affected Interest Period, in place of the margin, factor, minimum rate of interest, maximum rate of interest and/or other level relating to that last preceding interest period); provided, however, that, if this paragraph (b)(ii) applies to the Affected Interest Period, the rate of interest for all succeeding interest periods shall be the rate of interest applicable to the Affected Interest Period as determined in accordance with this paragraph (b)(ii) unless (1) the Issuer, in its sole discretion, elects to determine a Successor Rate or an Alternative Interest Rate in respect of any such succeeding interest period and all interest periods thereafter in accordance with the processes set out in this paragraph (b), and (2) a Successor Rate or an Alternative Interest Rate is so determined; and
 - (iii) if the Issuer (in consultation with the Calculation Agent and acting in good faith and a commercially reasonable manner) determines a Successor Rate or, failing which, an Alternative Interest Rate pursuant to paragraph (b)(i),
 - (A) the Issuer shall also determine in its reasonable discretion
 - (I) the method for obtaining the Successor Rate or Alternative Interest Rate (as applicable), including the page, section or other part of a particular information service on or source from which the Alternative Interest Rate appears or is obtained (the "**Alternative Screen Page**"),

and the time at which the Alternative Interest Rate appears on, or is obtained from, the Alternative Screen Page (the "**Alternative Time**"),

- (II) whether to apply an Adjustment Spread to the Successor Rate or Alternative Interest Rate (as applicable) and, if so, the Adjustment Spread, which Adjustment Spread shall be recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate), where such rate has been replaced by the Successor Rate or Alternative Interest Rate (as applicable), and
 - (III) any alternative method for obtaining the Successor Rate or Alternative Interest Rate (as applicable) if such rate is unavailable on the relevant Fixing Date, which alternative method shall be consistent with any Successor Rate or Alternative Interest Rate (as applicable) that has broad market support;
- (B) for the Affected Interest Period and all interest periods thereafter, references to the interest rate (or, if interpolation applies, the relevant interpolation interest rate) in the conditions of the Securities shall be deemed to be references to the Successor Rate or Alternative Interest Rate (as applicable) (giving effect to any Adjustment Spread determined pursuant to sub-paragraph (A)(II) above and including any alternative method for determining the Successor Rate or Alternative Interest Rate (as applicable) as described in sub-paragraph (A)(III) above);
 - (C) references to the Screen Page, if applicable, and to the relevant time in the conditions of the Securities shall be deemed to be references to the Alternative Screen Page and the Alternative Time, respectively;
 - (D) if any changes to the definitions of Day Count Fraction, Business Day and/or Fixing Date in the conditions of the Securities and/or any changes to any other condition of the Securities are necessary in order to implement the Successor Rate or the Alternative Interest Rate (including any Adjustment Spread determined pursuant to sub-paragraph (A)(II) above and any alternative method for determining the Successor Rate or Alternative Interest Rate (as applicable) as described in sub-paragraph (A)(III) above), such definitions and such conditions shall be amended as contemplated in section A.XX (*Severability and amendments*) of these General Conditions to reflect such changes; and
 - (E) the Issuer shall promptly give notice to the Holders in accordance with section A.XIX (*Notices*) of these General Conditions specifying the Successor Rate or Alternative Interest Rate (as applicable) (including any Adjustment Spread determined pursuant to sub-paragraph (A)(II) above and any alternative method for determining the Successor Rate or Alternative Interest Rate (as applicable) as described in sub-paragraph (A)(III) above), the Alternative Screen Page, the Alternative Time, and any amendments implemented pursuant to section A.XX (*Severability and amendments*) of these General Conditions as described in sub-paragraph (D) above.

Where:

"Adjustment Spread" means, with respect to any Successor Rate or Alternative Interest Rate, a spread (which may be positive or negative) or a formula or methodology for calculating any such spread applied to such Successor Rate or Alternative Interest Rate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate) with such Successor Rate or Alternative Interest Rate.

"Alternative Interest Rate" means an alternative benchmark or screen rate which the Issuer determines in accordance with section L.II(b) (*Fallback Provisions for Non-availability of Screen Rate and Benchmark Trigger Events*) of these General Conditions is customary in market usage in the international debt capital markets which reference the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate), or, if the Issuer determines that there is no such alternative benchmark or screen rate, such other benchmark or screen rate as the Issuer determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate).

"Benchmark Event" means:

- (a) the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate) has ceased to be published on the Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (b) a public statement by the administrator of the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate) that it has ceased, or will cease, publishing such interest rate (or, if interpolation applies, the relevant interpolation interest rate) permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such interest rate (or, if interpolation applies, the relevant interpolation interest rate)); or
- (c) a public statement by the supervisor of the administrator of the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate) that such interest rate (or, if interpolation applies, the relevant interpolation interest rate) has been or will be permanently or indefinitely discontinued; or
- (d) a public statement by the supervisor of the administrator of the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate) as a consequence of which such interest rate (or, if interpolation applies, the relevant interpolation interest rate) will be prohibited from being used or that its use will be subject to restrictions or adverse consequences either generally, or in respect of the Securities; or
- (e) a public statement by the supervisor of the administrator of the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate) that, in the view of such supervisor, such interest rate (or, if interpolation applies, the relevant interpolation interest rate) is no longer representative of an underlying market or the methodology to calculate such or Reference Rate has materially changed; or
- (f) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Holder using the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate) (including, without limitation, under the Benchmark Regulation (EU) 2016/1011, if applicable).

"Successor Rate" means a successor to or replacement of the relevant interest rate (or, if interpolation applies, the relevant interpolation interest rate) (for the avoidance of doubt, whether or not such interest rate (or, if interpolation applies, the relevant interpolation interest rate) has ceased to be available) which is formally recommended by any Relevant Nominating Body.

"Relevant Nominating Body" means, in respect of a benchmark or screen rate (as applicable):

- (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or

other supervisory authorities, (iv) the International Swaps and Derivatives Association, Inc. or any part thereof, or (v) the Financial Stability Board or any part thereof.

III. Market Disruptions

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section L.III.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section L.III.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates, eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:

- (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
- (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the futures contract

- (a) a suspension or a failure of the announcement of the price of the interest rate on any day relevant for determining any amounts under these General Conditions; or
- (b) a limitation, suspension or disruption of or, subject to the following provisions, a restriction imposed on trading, the latter of which the Calculation Agent at its reasonable discretion considers significant:
 - (i) on the Relevant Reference Market in general (e.g. due to movements in price exceeding limits permitted by the Relevant Reference Market); or
 - (ii) on the Relevant Reference Market in relation to the interest rate, provided that a major number or a major part is affected (e.g. due to movements in price exceeding limits permitted by the Relevant Reference Market); or
 - (iii) on a futures and options exchange, if option and futures contracts on the interest rate are traded there; or
 - (iv) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or
 - (v) due to a directive of an authority or of the Relevant Reference Market (e.g. due to movements in price exceeding limits permitted by the Relevant Reference Market) or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Reference Market is located, or due to any other reasons whatsoever; or

- (c) a significant change in the trading conditions relating to the interest rate on the Relevant Reference Market (e.g. in terms of the composition, the quantity or the dealing currency); or
- (d) the occurrence of any other event that, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the interest rate.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption, if the restriction is based on a change in regular trading on the Relevant Reference Market announced in advance at least one (1) hour prior to the earlier of (i) the actual closing time for the regular trading hours on the Relevant Reference Market or (ii) the submission deadline for orders entered into the Relevant Reference Market for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

M. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO CURRENCY EXCHANGE RATES

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a currency exchange rate or currency exchange rates as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Material change in the market conditions

If, in the opinion of the Calculation Agent at its reasonable discretion, a material change in the market conditions occurred in relation to the Relevant Exchange Market relevant for the calculation and determination of the price of the currency exchange rate used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component, the Issuer shall be entitled to adjust any variable, calculation methodology, valuation, settlement, payment terms or any other terms in these General Conditions to count for these changed market conditions.

2. Changes in the calculation; Making of adjustments

Any changes in the calculation (including corrections) of the currency exchange rate or of the composition or of the weighting of the prices or other reference assets, which form the basis of the calculation of the currency exchange rate, shall not lead to an adjustment unless the Issuer and the Calculation Agent, upon exercise of their reasonable discretion, determine that the underlying concept and the calculation (including corrections) of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component are no longer comparable to the underlying concept or calculation of the Underlying or other reference value or the Basket Component applicable prior to such change. Adjustments may also be made as a result of the termination of the Underlying or other reference value or the Basket Component and/or its substitution by another underlying.

For the purpose of making any adjustments, the Calculation Agent shall at its reasonable discretion determine an adjusted value per unit of the currency exchange rate as the basis of the determination of the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component, which in its result corresponds with the economic result prior to this change, and shall, taking into account the time the change occurred, determine the day, on which the adjusted value per unit of the currency exchange rate shall apply for the first time. The adjusted value per unit of the Underlying or other reference value or, as the case may be, the Basket Component as well as the date of its first application shall be published without undue delay pursuant to section A.XIX (*Notices*) of these General Conditions.

3. Replacement or Merger

In the event that a currency used in relation to the currency exchange rate is, in its function as legal tender, in the country or jurisdiction, or countries or jurisdictions, maintaining the authority, institution

or other body which issues such currency, replaced by another currency, or merged with another currency to become a common currency, (subject to section B (*Additional General Conditions applicable to Securities on Baskets*) of these General Conditions, a "**Replacement Event**") the currency used in connection with the currency exchange rate used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component is, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions, for the purposes of these General Conditions replaced, if applicable, after having made appropriate adjustments according to the paragraph above, by such replacing or merged currency (the "**Successor Underlying**", the "**Successor Reference Value**" or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the "**Successor Basket Component**"). The Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions.

Any reference in these General Conditions to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the Basket Component shall, to the extent appropriate, be deemed to refer to the Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component.

4. Determination of a Substitute Exchange Market

If the quotation of or trading in the currency used in connection with the currency exchange rate on the Relevant Exchange Market is permanently discontinued while concurrently a quotation or trading is started up or maintained on another international foreign exchange market, the Issuer shall be entitled to stipulate such other international foreign exchange market as the new relevant international foreign exchange market (the "**Substitute Exchange Market**") through publication in accordance with section A.XIX (*Notices*) of these General Conditions, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions. In the case of such a substitution, any reference in these General Conditions to the Relevant Exchange Market thereafter shall be deemed to refer to the Substitute Exchange Market. The adjustment described above shall be published in accordance with section A.XIX (*Notices*) of these General Conditions upon the expiry of one month following the permanent discontinuation of the quotation of or trading in the currency used in connection with the currency exchange rate used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, in the Basket Component on the Relevant Exchange Market, at the latest.

5. Making of Adjustments and Determinations; Publication

Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

II. Market Disruptions

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section M.II.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:

- (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
- (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section M.II.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates, eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant

price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the currency exchange rate

- (a) a suspension or a failure of the announcement of the price of the currency exchange rate on any day relevant for determining any amounts under these General Conditions; or
- (b) a Relevant Country (i) imposes any controls or announces its intention to impose any controls or (ii) (A) implements or announces its intention to implement or (B) changes or announces its intention to change the interpretation or administration of any laws or regulations, in each case which the Calculation Agent determines is likely to affect the Issuer's and/or any of its Affiliates' ability to acquire, hold, transfer or realise the currency used in connection with the currency exchange rate or otherwise to effect transactions in relation to such currency; or
- (c) the occurrence at any time of an event, which the Issuer and the Calculation Agent determine at their reasonable discretion would have the effect of preventing, restricting or delaying the Issuer and/or any of its Affiliates from:
 - (i) converting the currency used in connection with the currency exchange rate into the Settlement Currency or into another currency through customary legal channels or transferring within or from any Relevant Country any of these currencies, due to the imposition by such Relevant Country of any controls restricting or prohibiting such conversion or transfer, as the case may be; or
 - (ii) converting the currency used in connection with the currency exchange rate into the Settlement Currency or into another currency at a rate at least as favourable as the rate for domestic financial institutions located in any Relevant Country; or
 - (iii) delivering the currency used in connection with the currency exchange rate from accounts inside any Relevant Country to accounts outside such Relevant Country; or
 - (iv) transferring the currency used in connection with the currency exchange rate used between accounts inside any Relevant Country or to a party that is a non-resident of such Relevant Country; or
- (d) a limitation, suspension or disruption or a restriction imposed on trading, the latter of which is in the Issuer's and Calculation Agent's opinion significant:
 - (i) in the currency used in connection with the currency exchange rate on the Relevant Exchange Market in general; or
 - (ii) on the Relevant Futures and Options Exchange, if Option Contracts on the currency used in connection with the currency exchange rate are traded there; or
 - (iii) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the

foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or

- (iv) due to a directive of an authority or of the Relevant Exchange Market or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Exchange Market is located, or due to any other reasons whatsoever.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption, if the restriction is based on a change in regular trading hours on the Relevant Exchange Market announced in advance at least one (1) hour prior to the earlier of (a) the actual closing time for the regular trading hours in the Relevant Exchange Market or (b) the submission deadline for orders entered into the Relevant Exchange for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

N. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO REFERENCE RATES

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a reference rate or reference rates as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. Adjustments

1. Material change in the market conditions

If, in the opinion of the Calculation Agent at its reasonable discretion, a material change in the market conditions occurred in relation to the Relevant Reference Market relevant for the calculation and determination of the price of the reference rate used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, as the Basket Component, the Issuer shall be entitled to adjust any variable, calculation methodology, valuation, settlement, payment terms or any other terms in these General Conditions to account for the effect of these changed market conditions.

2. Changes in the calculation; Making of adjustments

Any changes in the calculation (including corrections) of the reference rate, shall not lead to an adjustment unless the Issuer and the Calculation Agent, upon exercise of their reasonable discretion determine that the underlying concept and the calculation (including corrections) of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component are no longer comparable to the underlying concept or calculation of the Underlying or other reference value or, as the case may be, the Basket Component applicable prior to such change. Adjustments may also be made as a result of the termination of the Underlying or other reference value or the Basket Component and/or its substitution by another underlying.

For the purpose of making any adjustment, the Calculation Agent shall at its reasonable discretion determine an adjusted value per unit of the reference rate as the basis of the determination of the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component, which in its result corresponds with the economic result prior to this change, and shall, taking into account the time the change occurred, determine the day, on which the adjusted value per unit of the reference rate shall apply for the first time. The adjusted value per unit of the Underlying or other reference value or, as the case may be, the Basket Component as well as the date of its first application shall be published without undue delay pursuant to section A.XIX (*Notices*) of these General Conditions.

3. Successor Underlying, Successor Reference Value or, as the case may be, Successor Basket Component

In the event that

- (a) the authorisation of the Issuer or of the Calculation Agent, as the case may be, to use the reference rate used as the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Basket Component for the purposes of the Securities is terminated or otherwise ceases to exist; or

- (b) the reference rate (or the publication thereof) has been permanently discontinued and/or replaced by a successor reference rate (by any parties other than the Issuer),

(subject to section B (*Additional General Conditions applicable to Securities on Baskets*) of these General Conditions, a "**Replacement Event**") the Issuer and the Calculation Agent shall determine at their reasonable discretion, after having made appropriate adjustments according to the paragraph above, which reference rate shall be applicable in the future (the "**Successor Underlying**", the "**Successor Reference Value**" or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the "**Successor Basket Component**") and to replace the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component by the Successor Underlying, the Successor Reference Value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Successor Basket Component. The Successor Underlying, the Successor Reference Value or, as the case may be, the Successor Basket Component and the date it is applied for the first time shall be published without undue delay in accordance with section A.XIX (*Notices*) of these General Conditions. Any reference in these General Conditions to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the Basket Component shall, to the extent appropriate, be deemed to refer to the Successor Underlying, the Successor Reference Value or, as the case may be, to the Successor Basket Component.

4. Determination of a Substitute Reference Market

If the calculation or publication of the reference rate in the Relevant Reference Market or, as the case may be, and as specified in the applicable Final Terms, by the Relevant Reference Agent is permanently discontinued while concurrently a calculation and publication is started up or maintained on another reference market or, as the case may be, by another reference agent, the Issuer shall be entitled to stipulate such other reference market or reference agent as the new relevant reference market (the "**Substitute Reference Market**") or the new relevant reference agent (the "**Substitute Reference Agent**"), as the case may be, through publication in accordance with section A.XIX (*Notices*) of these General Conditions, provided that the Issuer has not terminated the Securities in accordance with section A.XI (*Extraordinary Termination of the Securities*) of these General Conditions. In the case of such a substitution any reference in these General Conditions to the Relevant Reference Market or, as the case may be, the Relevant Reference Agent thereafter shall be deemed to refer to the Substitute Reference Market or the Substitute Reference Agent, as the case may be. The adjustment described above shall be published in accordance with section A.XIX (*Notices*) of these General Conditions upon the expiry of one month following the permanent discontinuation of the calculation and publication of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, of the Basket Component in the Relevant Reference Market or, as the case may be, by the Relevant Reference Agent at the latest.

5. Making of Adjustments and Determinations; Publication

Adjustments and determinations pursuant to the paragraphs above shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

II. Fallback Provisions for Non-availability of Screen Rate and Benchmark Trigger Events

- (a) Notwithstanding the provisions of section N.I. (*Adjustments*) above but subject to paragraph (b) below, if any reference rate used as the Underlying or other reference value (or, if interpolation applies, any interpolation reference rate) is not published on the Screen Page on the relevant Fixing Date, but it (or, if interpolation applies, the relevant interpolation reference rate) has not been discontinued, nor does such reference rate (or, if interpolation applies, the relevant interpolation reference rate), or the administrator or sponsor of such reference rate, fail to fulfil any legal or regulatory requirement applicable to such reference rate (or, if interpolation applies, such relevant interpolation reference rate), administrator and/or sponsor, the Calculation Agent shall determine the reference rate (or, if interpolation applies, the relevant interpolation reference rate) on the basis of quotations for:

- (i) in case the reference rate is a money market rate, the rate of deposits (in each case expressed as a percentage rate per annum) in the redemption currency for a period which is equivalent to the term of the reference rate used as the Underlying or other reference value; or
- (ii) in case the reference rate is a CMS rate, the mid-market swap rate (in each case expressed as a percentage rate per annum)

for such amount as the Calculation Agent shall receive from four (or such other number as the Calculation Agent may determine having regard to market conventions) major banks or leading dealers (the "**Reference Banks**") in the relevant market selected by the Calculation Agent in its reasonable discretion and acting in good faith and in a commercially reasonable manner.

Subject to paragraph (b) below, if two or more of the Reference Banks provide the Calculation Agent with such quotations, the reference rate used as the Underlying or other reference value (or, if interpolation applies, the relevant interpolation reference rate) shall be the arithmetic mean (rounded if necessary in accordance with section A.XVII (*Determinations, calculations, rounding and time*) of these General Conditions) of such quotations, as determined by the Calculation Agent. Subject to paragraph (b) below, if only one or none of the Reference Banks provides the Calculation Agent with such quotations, the reference rate (or, if interpolation applies, the relevant interpolation reference rate) shall be determined by the Calculation Agent in its reasonable discretion and acting in good faith and in a commercially reasonable manner (taking into account, if applicable, the last available fixings of the reference rate (or, if interpolation applies, the relevant interpolation reference rate) prior to the relevant Fixing Date).

- (b) Notwithstanding the provisions of section N.I. (*Adjustments*) above and paragraph (a) above, if the Issuer (in consultation with the Calculation Agent) determines prior to any Fixing Date that a Benchmark Event has occurred, then the following provisions shall apply (subject to the subsequent operation of this paragraph (b)):
 - (i) the Issuer may (in consultation with the Calculation Agent and acting in good faith and in a commercially reasonable manner) determine a Successor Rate or, alternatively, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate to the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate) no later than three (3) Business Days prior to the Fixing Date relating to the next succeeding interest period (such Business Day, the "**Issuer Determination Cutoff Date**", and such next succeeding interest period, the "**Affected Interest Period**") for the purposes of determining the rate of interest applicable to the Affected Interest Period and all interest periods thereafter;
 - (ii) if paragraph (b)(i) above applies and the Issuer is unable or unwilling to determine a Successor Rate or, failing which, an Alternative Reference Rate prior to the Fixing Date in respect of the Affected Interest Period, the reference rate applicable to the Affected Interest Period shall be the reference rate determined as at the last preceding Fixing Date (through substituting, where a different margin, factor, minimum rate of interest, maximum rate of interest and/or other level is to be applied to the Affected Interest Period from that which applied to the last preceding interest period (pursuant to the terms contained in the applicable Final Terms), the margin, factor, minimum rate of interest, maximum rate of interest and/or other level relating to the Affected Interest Period, in place of the margin, factor, minimum rate of interest, maximum rate of interest and/or other level relating to that last preceding interest period); provided, however, that, if this paragraph (b)(ii) applies to the Affected Interest Period, the reference rate for all succeeding interest periods shall be the reference rate applicable to the Affected Interest Period as determined in accordance with this paragraph (b)(ii) unless (1) the Issuer, in its sole discretion, elects to determine a Successor Rate or an Alternative Reference Rate in respect of any such succeeding interest period and all interest periods thereafter in accordance with the processes set out in this paragraph (b), and (2) a Successor Rate or an Alternative Reference Rate is so determined; and
 - (iii) if the Issuer (in consultation with the Calculation Agent and acting in good faith and a commercially reasonable manner) determines a Successor Rate or, failing which, an Alternative Reference Rate pursuant to paragraph (b)(i) above,

- (A) the Issuer shall also determine in its reasonable discretion
- (I) the method for obtaining the Successor Rate or Alternative Reference Rate (as applicable), including the page, section or other part of a particular information service on or source from which the Alternative Reference Rate appears or is obtained (the "**Alternative Screen Page**"), and the time at which the Alternative Reference Rate appears on, or is obtained from, the Alternative Screen Page (the "**Alternative Time**"),
 - (II) whether to apply an Adjustment Spread to the Successor Rate or Alternative Reference Rate (as applicable) and, if so, the Adjustment Spread, which Adjustment Spread shall be recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate), where such rate has been replaced by the Successor Rate or Alternative Reference Rate (as applicable), and
 - (III) any alternative method for obtaining the Successor Rate or Alternative Reference Rate (as applicable) if such rate is unavailable on the relevant Fixing Date, which alternative method shall be consistent with any Successor Rate or Alternative Reference Rate (as applicable) that has broad market support;
- (B) for the Affected Interest Period and all interest periods thereafter, references to the reference rate (or, if interpolation applies, the relevant interpolation reference rate) in the conditions of the Securities shall be deemed to be references to the Successor Rate or Alternative Reference Rate (as applicable) (giving effect to any Adjustment Spread determined pursuant to sub-paragraph (A)(II) above and including any alternative method for determining the Successor Rate or Alternative Reference Rate (as applicable) as described in sub-paragraph (A)(III) above);
- (C) references to the Screen Page, if applicable, and to the relevant time in the conditions of the Securities shall be deemed to be references to the Alternative Screen Page and the Alternative Time, respectively;
- (D) if any changes to the definitions of Day Count Fraction, Business Day and/or Fixing Date in the conditions of the Securities and/or any changes to any other condition of the Securities are necessary in order to implement the Successor Rate or the Alternative Reference Rate (including any Adjustment Spread determined pursuant to sub-paragraph (A)(II) above and any alternative method for determining the Successor Rate or Alternative Reference Rate (as applicable) as described in sub-paragraph (A)(III) above), such definitions and such conditions shall be amended as contemplated in section A.XX (*Severability and amendments*) of these General Conditions to reflect such changes; and
- (E) the Issuer shall promptly give notice to the Holders in accordance with section A.XIX (*Notices*) of these General Conditions specifying the Successor Rate or Alternative Reference Rate (as applicable) (including any Adjustment Spread determined pursuant to sub-paragraph (A)(II) above and any alternative method for determining the Successor Rate or Alternative Reference Rate (as applicable) as described in sub-paragraph (A)(III) above), the Alternative Screen Page, the Alternative Time, and any amendments implemented pursuant to section A.XX (*Severability and amendments*) of these General Conditions as described in sub-paragraph (D) above.

Where:

"Adjustment Spread" means, with respect to any Successor Rate or Alternative Reference Rate, a spread (which may be positive or negative) or a formula or methodology for calculating any such spread applied to such Successor Rate or Alternative Reference Rate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate) with such Successor Rate or Alternative Reference Rate.

"Alternative Reference Rate" means an alternative benchmark or screen rate which the Issuer determines in accordance with section A.1(b) (*Fallback Provisions for Non-availability of Screen Rate and Benchmark Trigger Events*) of these General Conditions is customary in market usage in the international debt capital markets which reference the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate), or, if the Issuer determines that there is no such alternative benchmark or screen rate, such other benchmark or screen rate as the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate).

"Benchmark Event" means:

- (a) the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate) has ceased to be published on the Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (b) a public statement by the administrator of the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate) that it has ceased, or will cease, publishing such reference rate (or, if interpolation applies, the relevant interpolation reference rate) permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such reference rate (or, if interpolation applies, the relevant interpolation reference rate)); or
- (c) a public statement by the supervisor of the administrator of the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate) that such reference rate (or, if interpolation applies, the relevant interpolation reference rate) has been or will be permanently or indefinitely discontinued; or
- (d) a public statement by the supervisor of the administrator of the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate) as a consequence of which such reference rate (or, if interpolation applies, the relevant interpolation reference rate) will be prohibited from being used or that its use will be subject to restrictions or adverse consequences either generally, or in respect of the Securities; or
- (e) a public statement by the supervisor of the administrator of the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate) that, in the view of such supervisor, such reference rate (or, if interpolation applies, the relevant interpolation reference rate) is no longer representative of an underlying market or the methodology to calculate such or Reference Rate has materially changed; or
- (f) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Holder using the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate) (including, without limitation, under the Benchmark Regulation (EU) 2016/1011, if applicable).

"Successor Rate" means a successor to or replacement of the relevant reference rate (or, if interpolation applies, the relevant interpolation reference rate) (for the avoidance of doubt, whether or not such reference rate (or, if interpolation applies, the relevant interpolation reference rate) has ceased to be available) which is formally recommended by any Relevant Nominating Body.

"Relevant Nominating Body" means, in respect of a benchmark or screen rate (as applicable):

- (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

- (b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities, (iv) the International Swaps and Derivatives Association, Inc. or any part thereof, or (v) the Financial Stability Board or any part thereof.

III. Market Disruptions

1. Consequences of a Market Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section N.III.3 (*Occurrence of a Market Disruption*) below) prevails on the Fixing Date or any day in respect of which the Issuer or the Calculation Agent, as the case may be, is in accordance with these General Conditions required to determine the Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the Price of the Basket Component (such date is referred to as the "**Scheduled Determination Date**"), the Scheduled Determination Date:

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component only; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component only; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components,

shall be postponed to the next succeeding Underlying Calculation Date or other reference value calculation date or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the next succeeding Basket Component Calculation Date, on which no Market Disruption prevails. The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption. However, there is no notification obligation.

2. Continuance of a Market Disruption

If the Scheduled Determination Date has been postponed, due to the provisions of section N.III.1 (*Consequences of a Market Disruption*) above, by eight Underlying Calculation Dates, eight other reference value calculation dates or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, by eight Basket Component Calculation Dates, and if the Market Disruption continues to prevail on this day, this day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination:
 - (i) in relation to the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to the affected Basket Component; or

- (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to the affected Component; or
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable:
 - (i) in relation to all Underlyings or other reference values or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, to all Basket Components; or
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, to all Components.

No further postponement shall take place.

The Calculation Agent will then, at its reasonable discretion and taking into account (a) the market conditions then prevailing and (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, estimate the relevant Price of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the relevant Price of the (affected) Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, the relevant price of the affected Component in relation to the postponed Scheduled Determination Date (which for the avoidance of doubt could be zero (0)) on the basis of the latest Prices of the Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, Prices of the Basket Component or, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, prices of the affected Component available to the Issuer or the Calculation Agent.

If, in the opinion of the Calculation Agent at its reasonable discretion, an estimate in accordance with the preceding sub paragraph is, for whatsoever reason, not possible, the Issuer and the Calculation Agent will, at their reasonable discretion and taking into account (a) the market conditions then prevailing, (b) such other conditions or factors as the Issuer and the Calculation Agent reasonably consider to be relevant, and (c) the expenses of the Issuer, if any, caused by the Market Disruption, determine whether and in which amount, if applicable, the Issuer will make payment of a redemption amount in the Settlement Currency or, if a physical delivery applies, whether and in which number, if any, the Issuer will deliver the Physical Underlying.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to the reference rate

- (a) a suspension or a failure of the announcement of the price of the reference rate on any day relevant for determining any amounts under these General Conditions; or
- (b) a limitation, suspension or disruption of or, subject to the following provisions, a restriction imposed on trading, the latter of which the Calculation Agent at its reasonable discretion considers significant:
 - (i) on the Relevant Reference Market or the Relevant Reference Agent, as the case may be, and as specified in the applicable Final Terms, in general (e.g. due to movements in price exceeding limits permitted by the Relevant Reference Market or the Relevant Reference Agent, as the case may be, and as specified in the applicable Final Terms); or
 - (ii) on the Relevant Reference Market or the Relevant Reference Agent, as the case may be, and as specified in the applicable Final Terms, in relation to the reference rate, provided that a major number or a major part is concerned (e.g. due to movements in price exceeding limits permitted by the Relevant Reference Market or the Relevant Reference Agent, as the case may be, and as specified in the applicable Final Terms); or
 - (iii) on a futures and options exchange, if option and futures contracts on the reference rate are traded there, or

- (iv) if in the applicable Final Terms in the definition of "Settlement Currency" or "Redemption Currency", as applicable, a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or
 - (v) due to a directive of an authority or of the Relevant Reference Market or the Relevant Reference Agent, as the case may be, and as specified in the applicable Final Terms, (e.g. due to movements in price exceeding limits permitted by the Relevant Reference Market or the Relevant Reference Agent, as the case may be, and as specified in the applicable Final Terms) or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Reference Market or the Relevant Reference Agent, as the case may be, and as specified in the applicable Final Terms, is located, or due to any other reasons whatsoever; or
- (c) a significant change in the method of price determination or in the trading conditions relating to the reference rate on the Relevant Reference Market or the Relevant Reference Agent, as the case may be, and as specified in the applicable Final Terms; or
 - (d) the occurrence of any other event that, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for the reference rate.

Any closing prior to the scheduled trading time or any restriction of the hours or the number of days during which trading takes place is not deemed to be a Market Disruption, if the restriction is based on a change in regular trading hours on the Relevant Reference Market or at the Relevant Reference Agent, as the case may be, and as specified in the applicable Final Terms, announced in advance at least one (1) hour prior to the earlier of (i) the actual closing time for the regular trading hours on the Relevant Reference Market or at the Relevant Reference Agent, as the case may be, and as specified in the applicable Final Terms, or (ii) the submission deadline for orders entered into the Relevant Reference Market or at the Relevant Reference Agent, as the case may be, and as specified in the applicable Final Terms, for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.

O. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO BENCHMARKS

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a benchmark or benchmarks as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

1. Underlying, Basket Component, Reference Portfolio Component and/or other reference value as a Benchmark

In the event that:

- (a) the Issuer or the Calculation Agent, as the case may be, determines that the Underlying or another reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, a Basket Component, whose price is used to determine:
 - (i) any amount payable under these General Conditions, or
 - (ii) the value of the Securities,qualifies as a "benchmark" within the meaning of the EU Benchmarks Regulation (where the affected Underlying or other reference value or, if in the applicable Product Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component, is also referred to as "**Benchmark**"), and
- (b) the Issuer or the Calculation Agent, as the case may be, is, due to the coming into effect (following any transitional provisions) of the EU Benchmarks Regulation on or after the Issue Date of the Securities,

- (i) either no longer able to use the Benchmark for the purposes of the Securities, or
- (ii) has control over the provision of the Benchmark (*administrator*) within the meaning of the EU Benchmarks Regulation without having the appropriate authorisation, registration, recognition, endorsement, equivalence, approval or inclusion in any official register which, in each case, is required under any applicable law or regulation for the Issuer or the Calculation Agent, as the case may be, to perform its or their respective obligations under these General Conditions,

this event shall also constitute a "**Replacement Event**" or, in case of section J.I (*Adjustments*) of these General Conditions, a "**Potential Adjustment Event**" in relation to the affected Underlying or other reference value or, if in the applicable Final Terms in the definition of "Underlying" a "Basket" is specified to be applicable, the affected Basket Component, for the purposes of these General Conditions.

2. Other Values or References as Benchmark

In the event that:

- (a) the Issuer or the Calculation Agent, as the case may be, determines that any other value or reference in these General Conditions is used to determine:
 - (i) amount payable under these General Conditions, or
 - (ii) the value of the Securities,qualifies as a "benchmark" within the meaning of the EU Benchmarks Regulation (where the affected value or the affected reference is also referred to as "**Benchmark**"), and
- (b) the Issuer or the Calculation Agent, as the case may be, is, due to the coming into effect (following any transitional provisions) of the EU Benchmarks Regulation on or after the Issue Date of the Securities, no longer able to use the Benchmark for the purposes of the Securities,

the Issuer and the Calculation Agent shall determine at their reasonable discretion, after having made appropriate adjustments to any variable, calculation methodology, valuation, settlement, payment terms or any other terms in these General Conditions, which value or reference rate shall be applicable in the future and to replace the affected Benchmark.

Determinations of a succeeding value or reference rate and the date it is applied for the first time and any related adjustments of these General Conditions shall be effected by the Issuer or, as the case may be, by the Calculation Agent, at its reasonable discretion, under consideration of the market conditions then prevailing and preserving the value of the Securities. The Issuer reserves the right to determine at its reasonable discretion in cases of doubt the required adjustment. Any adjustment or determination shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

P. **ADDITIONAL GENERAL CONDITIONS APPLICABLE TO SECURITIES LINKED TO A REFERENCE PORTFOLIO**

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to all Securities issued under this Base Prospectus with a Reference Portfolio or Reference Portfolios as Underlying(s) or other reference value(s) and shall always be read together with the applicable Final Terms of the relevant Securities.

I. **Adjustments to the Reference Portfolio**

1. Adjustments by the Issuer and the Calculation Agent

If the Issuer and the Calculation Agent, upon exercise of their reasonable discretion, determine that the underlying concept of the Reference Portfolio, including the calculation of the Level of the Reference Portfolio, is no longer comparable to the underlying concept of the Reference Portfolio, including the calculation of the Level of the Reference Portfolio, at the Issue Date or, as the case may be, the date on

which the Level of the Reference Portfolio or these Conditions were adjusted in accordance with this section P.I (*Adjustments to the Reference Portfolio*), the Issuer and the Calculation Agent shall be entitled to make adjustments to the Level of the Reference Portfolio or these General Conditions.

For the avoidance of doubt: Any changes to the composition of the Reference Portfolio in accordance with the rules in accordance with which the Reference Portfolio is managed by the reference portfolio advisor shall not constitute a change to the underlying concept of the Reference Portfolio.

2. Effect of Adjustments

For the purpose of making any adjustments to the Level of the Reference Portfolio or these General Conditions, the Issuer and the Calculation Agent shall, at their reasonable discretion:

- (i) determine an adjusted Level of the Reference Portfolio as the basis of the determination of the Level of the Reference Portfolio or, as the case may be, the adjustments to these General Conditions, which would preserve, to the greatest extent possible, the economic balance of the Securities between the Issuer and the Holders which existed immediately prior to such changes;
- (ii) notify the reference portfolio advisor of such adjusted Level of the Reference Portfolio or, as the case may be, adjustments to these Conditions; and;
- (iii) in consultation with the reference portfolio advisor, taking into account the date on which any related or, as the case may be, corresponding adjustments to the Reference Portfolio are made by the reference portfolio advisor, determine the day on which the adjusted Level of the Reference Portfolio used shall apply for the first time or, as the case may be, the adjustments of these General Conditions shall become effective.

3. Publication of Adjustments

Any adjustments to the Level of the Reference Portfolio or these General Conditions effected in accordance with this section P.I (*Adjustments to the Reference Portfolio*), shall be published by the Issuer in accordance with section A.XIX (*Notices*) of these General Conditions and shall be final, conclusive and binding on all parties, except where there is a manifest error.

II. Market Disruptions; unwind disruption

1. Consequences of a Market Disruption

No Rebalancing

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section P.II.3 (*Occurrence of a Market Disruption*) below) prevails on any Constituents Business Day

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination,
 - (i) in relation to any Reference Portfolio Constituent or, in respect of a Rebalancing only, any Eligible Constituent, or, as the case may be,
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, in either case, any component thereof,
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable,
 - (i) in relation to all Reference Portfolio Constituents or, in respect of a Rebalancing only, all Eligible Constituents,

selected by the reference portfolio advisor for the purposes of a Rebalancing then such Reference Portfolio Constituent(s) or, as the case may be, Eligible Constituent(s) shall not be notionally sold or purchased on the intended effective date of such Rebalancing.

Determination of the Level of the Reference Portfolio

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section P.II.3 (*Occurrence of a Market Disruption*) below) prevails on any Reference Portfolio Calculation Date

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination,
 - (i) in relation to any Reference Portfolio Constituent or, as the case may be,
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof,
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable,
 - (i) in relation to all Reference Portfolio Constituents,

then, for the purposes of the Calculation Agent determining the Level of the Reference Portfolio as at such Reference Portfolio Calculation Date, with respect to each Reference Portfolio Constituent, the closing price of such Reference Portfolio Constituent shall not be determined by reference to the official closing price of such Reference Portfolio Constituent on the relevant Reference Portfolio Calculation Date but shall instead be determined by the Calculation Agent as follows,

- (i) with respect to each Reference Portfolio Constituent which is not affected by the Market Disruption, the closing price of such Reference Portfolio Constituent will be based on the closing price of such Reference Portfolio Constituent on the relevant Reference Portfolio Calculation Date;
- (ii) with respect to each Reference Portfolio Constituent which is affected by the Market Disruption, the closing price of such Reference Portfolio Constituent will be determined by the Calculation Agent at its reasonable discretion as its good faith estimate of the fair market value (which may be zero) of such Reference Portfolio Constituent as of such Reference Portfolio Calculation Date.

Postponement of Valuation Date

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, a Market Disruption (as defined in section P.II.3 (*Occurrence of a Market Disruption*) below) prevails on any Valuation Date

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination,
 - (i) in relation to any Reference Portfolio Constituent or, as the case may be,
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof,
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable,
 - (i) in relation to all Reference Portfolio Constituents,

then, for the purposes of the Calculation Agent determining the Final Level of the Reference Portfolio

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination,
 - (i) with respect to each Reference Portfolio Constituent which is not affected by the Market Disruption, the closing price of such Reference Portfolio Constituent will be based on the closing price of such Reference Portfolio Constituent on the relevant Valuation Date, and

- (ii) with respect to each Reference Portfolio Constituent which is affected by the Market Disruption, the Valuation Date with respect to such Reference Portfolio Constituent only shall be postponed to the following Constituents Business Day.
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable,
 - (i) with respect to all Reference Portfolio Constituents, the Valuation Date shall be postponed to the following day which is a Constituents Business Day in respect of all Reference Portfolio Constituents.

FX Disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, an FX Disruption Event prevails on any Reference Portfolio Calculation Date

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination,
 - (i) in relation to any Reference Portfolio Constituent or,
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof,
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable,
 - (i) in relation to all Reference Portfolio Constituents not denominated in the redemption currency,

then, for the purposes of the Calculation Agent determining the Level of the Reference Portfolio as at such Reference Portfolio Calculation Date, with respect to each Reference Portfolio Constituent which is affected by the Market Disruption, the Calculation Agent shall have the right, but shall not be obliged to, adjust the Level of the Reference Portfolio at its reasonable discretion, to account for such FX Disruption Event.

In case the Reference Portfolio comprises one or more stock constituents, ETF constituents, total return index constituents and/or excess return index constituents, the following applies:

Loss of Stock Borrow

If in the opinion of the Issuer and the Calculation Agent at their reasonable discretion a Loss of Stock Borrow prevails on any Reference Portfolio Calculation Date

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination,
 - (i) in relation to any Reference Portfolio Constituent or,
 - (ii) if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof, which is a stock constituent, an ETF constituent, a total return index constituent and/or an excess return index constituent on such Reference Portfolio Calculation Date
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable,
 - (i) in relation to all Reference Portfolio Constituents which are stock constituents, ETF constituents, total return index constituents or excess return index constituents on such Reference Portfolio Calculation Date

then, the reference portfolio advisor shall remove each such Reference Portfolio Constituent which is affected by the Market Disruption from the Reference Portfolio and the Calculation Agent shall have the

right, but shall not be obliged to, adjust the Level of the Reference Portfolio at its reasonable discretion, to account for such Loss of Stock Borrow.

2. Continuance of a Market Disruption

If the Valuation Date with respect to any Reference Portfolio Constituent has been postponed, due to the provisions of section P.II.1 (*Consequences of a Market Disruption*) (cf. postponement of the Valuation Date), by eight Constituent Business Days and if the Market Disruption continues to prevail on the ninth Constituent Business Day in respect of such Reference Portfolio Constituent, such ninth Constituent Business Day shall be the relevant day in respect of which the Issuer or the Calculation Agent, as the case may be, shall make its determination in accordance with these General Conditions of the closing price

- (a) if in the applicable Final Terms in the definition of "Securities" a "Individual Determination" is specified to be applicable or no reference is made to the form of determination,
 - (i) in relation to such Reference Portfolio Constituent.
- (b) if in the applicable Final Terms in the definition of "Securities" a "Collective Determination" is specified to be applicable,
 - (i) in relation to all Reference Portfolio Constituents.

No further postponement shall take place.

With respect to each relevant Reference Portfolio Constituent, the Calculation Agent shall determine the relevant closing price of such Reference Portfolio Constituent at its reasonable discretion as its good faith estimate of the fair market value (which may be zero) of such Constituent Business Day. The Calculation Agent shall use each closing price so determined with respect to any relevant Reference Portfolio Constituent to determine the redemption amount.

3. Occurrence of a Market Disruption

A "**Market Disruption**" shall mean in relation to a Reference Portfolio Constituent (or, in respect of a Rebalancing only, an Eligible Constituent) the occurrence of any of the following events or circumstances if, in the determination of the Issuer or the Calculation Agent, such event is material:

- (a) A limitation, suspension or disruption of or a restriction imposed on trading in such Reference Portfolio Constituent or, as the case may be, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof, is imposed by the Relevant Exchange, the Relevant Trading System or, as the case may be, if future contracts or option contracts on such Reference Portfolio Constituent or, as the case may be, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof, are traded on a Relevant Futures and Options Exchange, by such Relevant Futures and Options Exchanges.
- (b) The closing price of such Reference Portfolio Constituent or, as the case may be, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof, is a "limit price", which means that the closing price for such Reference Portfolio Constituent or, as the case may be, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof, for a day has increased or decreased from the immediately preceding day's closing price by the maximum amount permitted under applicable rules of the Relevant Exchange, the Relevant Trading System or, as the case may be, Relevant Futures and Options Exchange.
- (c) The Relevant Exchange, the Relevant Trading System, the Relevant Futures and Options Exchange or any other price source, as applicable, fails to announce or publish the closing price in respect of any Reference Portfolio Constituent or, as the case may be, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof.

- (d) The Relevant Exchange, the Relevant Trading System or the Relevant Futures and Options Exchange fails to open for trading during its regular trading session.
- (e) The Relevant Exchange, the Relevant Trading System or the Relevant Futures and Options Exchange, as applicable, closes prior to its scheduled closing time on any Exchange Business Day, *provided that* any closing of the Relevant Exchange, the Relevant Trading System or the Relevant Futures and Options Exchange, as applicable, prior to its scheduled trading time or any restriction of the hours or the number of days during which trading on the Relevant Exchange, the Relevant Trading System or the Relevant Futures and Options Exchange, as applicable, takes place shall not be a Market Disruption if the restriction is based on a change in regular trading hours in the Relevant Exchange, the Relevant Trading System or the Relevant Futures and Options Exchange, as applicable, announced in advance at least one (1) hour prior to the earlier of (i) the actual closing time for the regular trading hours in the Relevant Exchange, the Relevant Trading System or the Relevant Futures and Options Exchange, as applicable, or (ii) the submission deadline for orders entered into the Relevant Exchange, the Relevant Trading System or the Relevant Futures and Options Exchange, as applicable, for execution on the relevant day. A restriction of trading which is levied during the course of any day due to price developments exceeding certain prescribed limits shall only be deemed to be a Market Disruption if such restriction continues until the end of trading hours on the relevant day.
- (f) There is a limitation, suspension or disruption of or, subject to the following provisions, a restriction is imposed on trading, the latter of which the Calculation Agent, at its reasonable discretion, considers significant:
 - (i) if in the applicable Final Terms in the definition of "Redemption Currency" a "Currency Conversion" is specified to be applicable, on the foreign exchange market(s) in which the rates for the Currency Conversion are determined, if applicable; or
 - (ii) due to a directive of an authority or of the Relevant Exchange, the Relevant Trading System or the Relevant Futures and Options Exchange, as applicable, or due to a moratorium, which is declared in respect of banking activities in the country, in which the Relevant Exchange, the Relevant Trading System or the Relevant Futures and Options Exchange, as applicable, is located, or due to any other reasons whatsoever, in relation to such Reference Portfolio Constituent or, as the case may be, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof.
- (g) There is a significant change in the method of price determination or in the trading conditions relating to such Reference Portfolio Constituent or, as the case may be, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof on the Relevant Exchange, the Relevant Trading System or the Relevant Futures and Options Exchange, as applicable (e.g. in terms of the composition, the quantity or the dealing currency).
- (h) An FX Disruption Event occurs.
- (i) Any other event occurs that, in the opinion of the Calculation Agent at its reasonable discretion, disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for any Reference Portfolio Constituent or, as the case may be, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component thereof.
- (j) Only if the Reference Portfolio comprises one or more stock constituents, ETF constituents, total return index constituents and/or excess return index constituents, a Loss of Stock Borrow occurs.

4. Consequences of an unwind disruption

If, in the opinion of the Issuer and the Calculation Agent at their reasonable discretion, an unwind disruption occurs or is likely to occur on the Valuation Date with respect to any Reference Portfolio Component.

- (a) the Issuer shall be entitled to postpone the Valuation Date to such later date which is a Constituents Business Day in respect of all Reference Portfolio Constituents on which a hypothetical investor would be able to fully unwind its position in all constituents in such portfolio equivalent to the Reference Portfolio Constituents in the Reference Portfolio, in each case, as determined by the Calculation Agent in its sole and reasonable discretion, but
- (b) for the purposes of determining the redemption amount payable by the Issuer (including, without limitation, the relevant Final Level of the Reference Portfolio) in respect of the postponed Valuation Date, the Calculation Agent shall nonetheless take into account the realisation proceeds or, as the case may be, value in respect of all Reference Portfolio Components in respect of which an unwind disruption has not occurred or is not reasonably likely to occur on the original Valuation Date as of the date which would have been the original Valuation Date but for the postponement of the Valuation Date in accordance with section (a) in this paragraph of these General Conditions.

5. Notification of Market Disruption and unwind disruption

The Issuer shall endeavour to notify the Holders pursuant to section A.XIX (*Notices*) of these General Conditions without delay of the occurrence of a Market Disruption or unwind disruption. However, there is no notification obligation. A failure by the Issuer to give such notice to the Holders or non-receipt thereof by the Holders shall not affect the consequences of the occurrence of such Market Disruption or, as the case may be, unwind disruption.

Q. ADDITIONAL GENERAL CONDITIONS APPLICABLE TO CREDIT LINKED NOTES

Subject to section "*Conditions incorporated by reference (Continuous Offering)*", the following additional conditions apply to credit linked notes ("**Credit Linked Notes**") issued under this Base Prospectus and shall always be read together with the applicable Final Terms of the relevant Securities:

I. Interest

1. Interest payments

(a) Single Name Credit Linked Notes

- (i) Unless otherwise stated in the relevant Final Terms, each Security bears interest at the applicable Interest Rate on its Specified Denomination from and including the issue date of the relevant Security to but excluding the Scheduled Maturity Date provided that no Credit Event has occurred prior to the Scheduled Maturity Date. If a Credit Event has occurred prior to the Scheduled Maturity Date, no interest will accrue, be calculated or be payable from the Scheduled Interest Payment Date immediately preceding the Credit Event or, as the case may be, the issue date of the relevant Security. The Interest Amount in respect of each Security will be paid in arrear on each Scheduled Interest Payment Date (subject to section Q.I.2 (*Postponement of interest payments*) below).
- (ii) In no case shall interest accrue or be payable on the Securities for any time period on or after the Scheduled Maturity Date (including, without limitation, in the event of a redemption after the Scheduled Maturity Date in accordance with sections Q.II.2 (*Redemption following a Credit Event*) and Q.II.3 (*Postponement of redemption or postponement of partial redemption*) of these General Conditions).

(b) Basket Credit Linked Notes

- (i) Unless otherwise stated in the relevant Final Terms, each Security bears interest at the applicable Interest Rate on its Outstanding Denomination from and including the issue date of the Securities to but excluding the Scheduled Maturity Date. The Interest Amount in respect of each Security will be paid in arrear on each Scheduled Interest Payment Date (subject to section Q.I.2 (*Postponement of interest payments*) below).
- (ii) In no case shall interest accrue or be payable on the Securities for any time period on or after the Scheduled Maturity Date (including, without limitation, in the event of a redemption after the Scheduled Maturity Date in accordance with sections Q.II.2 (*Redemption following a Credit Event*) and Q.II.3 (*Postponement of redemption or postponement of partial redemption*) of these General Conditions).

2. Postponement of interest payments

(a) Single Name Credit Linked Notes

- (i) If a Potential Credit Event occurs in relation to the Reference Entity and is continuing on a Scheduled Interest Payment Date, the Issuer shall suspend the interest payment on such Scheduled Interest Payment Date until either a DC No Credit Event Announcement occurs, or the Calculation Agent otherwise determines that no Credit Event has occurred, with respect to the Potential Credit Event. On the fifth Business Day following such DC No Credit Event Announcement or, as the case may be, such Calculation Agent determination, or, if such DC No Credit Event Announcement or, as the case may be, such Calculation Agent determination, occurs after the Scheduled Maturity Date, on the applicable Redemption Date (as described in section Q.II.3(a)) (*Postponement of redemption or postponement of partial redemption*) the Issuer shall pay to each Holder an amount per Security equal to the suspended interest payment(s). The Issuer is not obliged to pay any default interest or other amounts in respect of such suspension of interest payments and such suspension does not constitute an event of default in respect of the Issuer.
- (ii) Notwithstanding anything to the contrary in this section Q.I.2(a) (*Postponement of interest payments*), if subsequent to the suspension described above, the Potential Credit Event results in a Credit Event, no payment of the suspended interest payment(s) shall be made by the Issuer and the Securities shall be redeemed in accordance with section Q.II.2 (*Redemption following a Credit Event*) of these General Conditions.

(b) Basket Credit Linked Notes

- (i) If a Potential Credit Event occurs in relation to a Reference Entity and is continuing on a Scheduled Interest Payment Date, the Interest Amount payable by the Issuer on such Scheduled Interest Payment Date shall be determined on the assumption that the Potential Credit Event constitutes a Credit Event in relation to such Reference Entity. If a DC No Credit Event Announcement occurs, or the Calculation Agent otherwise determines that no Credit Event has occurred, the Issuer shall, within five Business Days following such DC No Credit Event Announcement or, as the case may be, such Calculation Agent determination, or if such DC No Credit Event Announcement or, as the case may be, such Calculation Agent determination, occurs after the Scheduled Maturity Date, on the applicable Redemption Date, pay to each Holder an amount per Security equal to the difference between the Interest Amount paid and the Interest Amount which would have been payable in the absence of such Potential Credit Event (such difference, the "**Suspended Interest Amount**"). The Issuer is not obliged to pay any default interest or other amounts in respect of any such reduction and delay of interest payments and such reduction and delay does not constitute an event of default in respect of the Issuer.
- (ii) Notwithstanding anything to the contrary in this section Q.I.2(b) (*Postponement of interest payments*), if subsequent to the reduction described above, the Potential Credit Event results in a Credit Event, no payment of the Suspended Interest Amount shall be made by the Issuer and the Securities shall be redeemed in accordance with section Q.II.2 (*Redemption following a Credit Event*) of these General Conditions.

3. Day Count Fraction and Business Day Convention

(a) The Calculation Agent shall calculate the Day Count Fraction for a relevant period as follows:

- (i) if "Actual/365", "Act/365", "A/365", "Actual/Actual" or "Act/Act" is specified in the relevant Final Terms, the actual number of days in such period in respect of which payment is being made divided by 365 (or, if any portion of that period falls in a leap year, the sum of (i) the actual number of days in that portion of such period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of such period falling in a non-leap year divided by 365);
- (ii) if "Actual/365 (Fixed)", "Act/365 (Fixed)", "Act/365 Fixed" or "Act/365F" is specified in the relevant Final Terms, the actual number of days in such period in respect of which payment is being made divided by 365;

- (iii) if "Actual/360", "Act/360" or "A/360" is specified in the relevant Final Terms, the actual number of days in such period in respect of which payment is being made divided by 360;
 - (iv) if "30/360", "360/360" or "Bond Basis" is specified in the relevant Final Terms, the number of days in such period in respect of which payment is being made divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of such period is the 31st day of a month but the first day of such period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month or (ii) the last day of such period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
 - (v) if "30E/360" or "Eurobond Basis" is specified in the relevant Final Terms, the number of days in such period in respect of which payment is being made divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of such period unless, in the case such period ends on the Scheduled Maturity Date and the Scheduled Maturity Date is the last day of the month of February, the month of February shall not be considered to be lengthened to a 30-day month).
- (b) If the first and/or last day of a period in respect of which an Interest Amount is to be calculated would fall on a day that is not a Business Day, then solely for purposes of calculating the applicable Day Count Fraction (and the Interest Amount payable under the Securities), such day shall
- (i) if "Unadjusted" is specified in the relevant Final Terms, not be adjusted in accordance with the applicable Business Day Convention; and
 - (ii) if "Adjusted" (or neither "Adjusted" or "Unadjusted") is specified in the relevant Final Terms, be adjusted in accordance with the applicable Business Day Convention.

4. Deduction of interest

If the Issuer has paid an Interest Amount (or, in the case of Basket Credit Linked Notes, has paid a portion of an Interest Amount) to the Holders that would not have been payable due to the occurrence of a Credit Event in respect of a Reference Entity before the relevant Scheduled Interest Payment Date (including in the case where the relevant Credit Derivatives Determinations Committee has Resolved that a Credit Event occurred on a date falling prior to any Scheduled Interest Payment Date), the Issuer shall deduct such Interest Amount (or, in the case of Basket Credit Linked Notes, the relevant portion of such Interest Amount) from the Redemption Amount and redeem the Securities at such lower amount on the applicable Redemption Date.

5. Credit Linked Notes with interest subject to a Reference Rate

- (a) If the relevant Final Terms specify that the Interest Rate in respect of an Interest Period is not fixed but depends on a Reference Rate, the Calculation Agent shall determine the relevant fixing of the applicable Reference Rate in accordance with its definition (see section R (*Definitions*) of these General Conditions).
- (b) If the source specified in the definition of the relevant Reference Rate does not publish the relevant fixing on the relevant Fixing Date, then the Calculation Agent shall attempt to obtain a fixing for the rate for deposits (or bills of exchange in the case of "AUD-BBSW" or "AUD-BBR-BBSW"), in the relevant currency for a period of the Designated Maturity and in such amount as the Calculation Agent shall determine either:
 - (i) from an alternative or successor price source which the Calculation Agent determines is under the then prevailing circumstances available and which is also recognized as a source for the relevant rate (which shall be the Reference Rate); or
 - (ii) on the basis of quotations from four (or such other number as the Calculation Agent may determine having regard to market conventions) major banks or leading dealers (the "**Reference Banks**") in the relevant market selected by the Calculation Agent in its discretion. If two or more of the Reference Banks provide the Calculation Agent with such quotations, the Reference Rate shall be the arithmetic mean (rounded if necessary to the

nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such quotations, as determined by the Calculation Agent. If only one or none of the Reference Banks provides the Calculation Agent with such quotations, the Reference Rate shall be determined by the Calculation Agent in its discretion.

- (c) If the Securities are subject to a Reference Rate and the relevant Interest Period is shorter or longer than the Designated Maturity (other than for reasons due to adjustments in accordance with the applicable Business Day Convention), the applicable Reference Rate for such Interest Period shall be determined by linear interpolation of (a) the applicable Reference Rate corresponding to the Designated Maturity for which the applicable Reference Rate is typically quoted and which is next shorter than the Interest Period and (b) the applicable Reference Rate corresponding to the Designated Maturity for which the applicable Reference Rate is typically quoted and which is next longer than the Interest Period.

6. Notification of Interest Rate, Interest Amount and Scheduled Interest Payment Date

The Calculation Agent will notify the Holders of each Interest Rate, Interest Amount and Scheduled Interest Payment Date as soon as reasonably practicable after the determination thereof. Each Interest Rate, Interest Amount and Scheduled Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements by way of adjustment may be made) without notice to the Holders if such amendment is made due to (a) an extension or shortening of the Interest Period; (b) an error; or (c) the occurrence of a Credit Event or Potential Credit Event.

7. Default interest

If the Issuer for any reason (other than due to the occurrence of a disruption event pursuant to section A.VI (*Disruption Events applicable to the Securities*) of these General Conditions) fails to render any payment in respect of the Securities when due, interest shall continue to accrue at the default rate established by statutory law on the due amount from and including the due date to but excluding the day on which such payment is received by or on behalf of the relevant Holders.

II. Redemption

1. Scheduled Redemption

- (a) Single Name Credit Linked Notes

Subject to sections Q.II.2 (*Redemption following a Credit Event*), Q.II.3 (*Postponement of redemption or postponement of partial redemption*) and A.XI (*Extraordinary Termination of the Securities*) of these General Conditions, each Security shall be redeemed by the Issuer at its Specified Denomination on the Scheduled Maturity Date.

- (b) Basket Credit Linked Notes

Subject to sections Q.II.2 (*Redemption following a Credit Event*), Q.II.3 (*Postponement of redemption or postponement of partial redemption*) and A.XI (*Extraordinary Termination of the Securities*) of these General Conditions, each Security shall be redeemed by the Issuer on the Scheduled Maturity Date at its Outstanding Denomination as of such Scheduled Maturity Date.

2. Redemption following a Credit Event

- (a) Credit Event

- (i) If a Credit Event occurs in respect of a Reference Entity during the Reference Period, the Securities shall be redeemed or, as the case may be, partially redeemed pursuant to and in accordance with this section Q.II.2 (*Redemption following a Credit Event*) In case of such redemption or partial redemption, as the case may be, the Issuer will (in the case of a Credit Event falling within paragraph (ii)(A) below) give a Credit Event Notice to the Holders as soon as reasonably practicable after the determination that a Credit Event with respect to the relevant Reference Entity has occurred.

- (ii) An event in respect of a Reference Entity constitutes a Credit Event if either (A) a DC Credit Event Announcement has occurred with respect to such event; or (B) the Calculation Agent has reasonably determined that such event constitutes a Credit Event *and* the

Issuer has given a Credit Event Notice to the Holders, provided that prior to the Issuer giving a Credit Event Notice to Holder, (1) a DC Credit Event Question Dismissal has occurred with respect to such Reference Entity or (2) a DC Credit Event Question Dismissal has not occurred and there has been neither a DC Credit Event Announcement nor a DC No Credit Event Announcement with respect to such Reference Entity.

- (iii) Any delay in giving a Credit Event Notice, non-receipt of a Credit Event Notice or (in the case of paragraph (ii)(A) above) failure to give a Credit Event Notice, shall not affect the redemption or, as the case may be, partial redemption of the Securities pursuant to this section Q.II.2 (*Redemption following a Credit Event*).
- (iv) If such event is solely an M(M)R Restructuring and a DC Credit Event Announcement has occurred with respect to such event according to para. (ii)(A) above, it shall only constitute a Credit Event if the Issuer has given a Credit Event Notice to the Holders, *provided* that if the relevant Credit Derivatives Determinations Committee has Resolved that an Auction will be held with respect to the relevant Reference Entity, the Credit Event Notice must be sent prior to the date on which the Auction Final Price is determined.
- (v) For the avoidance of doubt, if a DC No Credit Event Announcement occurs, such DC No Credit Event Announcement shall be binding on the Calculation Agent (except where an Auction Final Price has already been determined or a Valuation Date or Physical Redemption Date has already occurred in respect of such Credit Event).

(b) Cash Redemption

- (i) With respect to Single Name Credit Linked Notes, following the occurrence of a Credit Event in respect of the Reference Entity during the Reference Period, the Issuer shall redeem each Security at the applicable Redemption Amount on the Redemption Date, each as specified in the relevant Final Terms. The Issuer shall, following the determination of the Redemption Amount and at least two Business Days prior to the Redemption Date, send a notice in writing (the "**Redemption Notice**") to the Holders specifying the Redemption Amount and the corresponding Redemption Date (provided that any failure to give such notice, or non-receipt thereof, shall not affect the right of the Issuer to redeem the Securities pursuant to this section Q.II.2(b) (*Redemption following a Credit Event*)).
- (ii) With respect to Basket Credit Linked Notes, following the occurrence of a Credit Event in respect of a Reference Entity during the Reference Period, the Issuer shall partially redeem each Security at the applicable Partial Redemption Amount on the corresponding Redemption Date, each as specified in the relevant Final Terms, and the Outstanding Denomination of each Security shall be reduced in accordance with its definition. The Issuer shall, following the determination of the Partial Redemption Amount and at least two Business Days prior to the Redemption Date, send a notice in writing (the "**Redemption Notice**") to the Holders specifying the Partial Redemption Amount and the corresponding Redemption Date (provided that any failure to give such notice, or non-receipt thereof, shall not affect the right of the Issuer to redeem the Securities pursuant to this section Q.II.2(b) (*Redemption following a Credit Event*)).

(c) Physical Redemption

- (i) Notwithstanding section Q.II.2(b) (*Redemption following a Credit Event*) above, if (A) following a public announcement by the DC Secretary, the Calculation Agent determines that no Auction will be held to determine an Auction Final Price in respect of a Credit Event and Reference Entity or (B) no Auction Final Price is determined by ISDA in respect of the Reference Entity and Credit Event on or prior to the day falling 150 calendar days following (1) the occurrence of a DC Credit Event Announcement with respect to such Credit Event, or (2) if neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred with respect to such Credit Event, the date the Issuer gave a Credit Event Notice to the Holders, the Issuer has, in lieu of redeeming or partially redeeming the Securities in accordance with section II. 2.2.2 (*Cash Redemption*), the right (but not the obligation) to redeem or partially redeem the Securities by physical delivery of Selected Deliverable Obligations and/or cash. In this case, the Issuer shall determine the

composition of the Portfolio (net of any Breakage Costs) and shall, on the Physical Redemption Date, deliver to each Holder its *pro rata* share of the Portfolio. In order to redeem or partially redeem the Securities by such physical delivery, the Issuer shall give at least 5 Business Days' prior notice (the "**Notice of Physical Settlement**") to the Holders of the following:

- (A) the Physical Redemption Date;
 - (B) a detailed description of each of the Selected Deliverable Obligations and/or cash that will constitute the Portfolio;
 - (C) the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Settlement Currency (in each case, the "**Outstanding Amount**") of the Selected Deliverable Obligations that are to be delivered (and, if different, the face amount of each such Selected Deliverable Obligation) and the CUSIP or ISIN number of each of them if available (if such identifier is not available, the rate and tenor of the obligation and/or such other details that are commonly used to settle a transfer of the obligation in question); and
 - (D) the method by which the Holders must provide their settlement instructions to the Issuer.
- (ii) The Issuer may give subsequent Notices of Physical Settlement to change the Physical Redemption Date and/or the constituents of the Portfolio and/or the description of the obligations at any time by giving a new Notice of Physical Settlement to the Holders at least 2 Business Days before the (restated) Physical Redemption Date and the last Notice of Physical Settlement given shall override all previous such notices. The Issuer may correct any errors or inconsistencies in the description of the Selected Deliverable Obligations by notice to the Holders prior to the Physical Redemption Date.
 - (iii) If required by the relevant Clearing System, the Holders shall notify the Issuer as soon as possible after receipt of the Notice of Physical Settlement of their instructions for settlement. If a Holder fails to notify the Issuer, as applicable, of its settlement instructions, the Issuer shall not be obliged to deliver the relevant assets until 5 Business Days following the receipt of the relevant Holder's settlement instructions.
 - (iv) In relation to redemption pursuant to this section Q.II.2(c) (*Redemption following a Credit Event*) or otherwise, references to "deliver" with respect to any obligation or asset means to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Selected Deliverable Obligations specified in the Notice of Physical Settlement or any amended Notice of Physical Settlement, as applicable, free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including, without limitation, any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in items (a) to (d) of the definition of Credit Event) or right of set-off by or of the relevant Reference Entity or any applicable Underlying Obligor); provided that (A) if a Deliverable Obligation is a Direct Loan Participation, "**deliver**" means to create (or procure the creation of) a participation in the relevant Loan and (b) if a Deliverable Obligation is a Guarantee, "**deliver**" means to deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, "deliver" means to deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. In relation to redemption pursuant to this section Q.II.2(c) (*Redemption following a Credit Event*) or otherwise "**delivery**" and "**delivered**" will be construed accordingly with respect to any obligation or asset.
 - (v) In the case of a Loan, delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for delivery of such Loan at that time, provided further that the provisions of any documentation (which shall

include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves constitutes documentation customarily used in the relevant market for delivery of such Loan at that time shall be complied with, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves is appropriate, which is consistent with the delivery and payment obligations hereunder. Compliance with the provisions of any such documentation shall be required for, and, without further action, constitute, delivery for purposes of this section Q.II.2(c) (*Redemption following a Credit Event*) (to the extent that such documentation contains provisions describing how delivery should be effected).

- (vi) If Asset Package Delivery applies, (A) delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or any amended Notice of Physical Settlement, as applicable, may be satisfied by delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (B) the construction of the expression "**delivery**" set out above shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (C) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been delivered in full three Business Days following the date on which the detailed description of the Asset Package is notified in accordance with this section Q.II.2(c) (*Redemption following a Credit Event*), (D) delivery of the Prior Deliverable Obligation or Package Observable Bond may be satisfied in part by delivery of each Asset in the Asset Package in the correct proportion and (E) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value.

"**Asset Package Delivery**" will apply if an Asset Package Credit Event occurs, unless (A) such Asset Package Credit Event occurs prior to the Credit Linkage Start Date determined in respect of the relevant Credit Event, or (B) if the relevant Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event.

- (vii) As used above:
- (A) "**Non-Transferable Instrument**" means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.
- (B) "**Non-Financial Instrument**" means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.
- (C) "**Asset Market Value**" means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.
- (viii) Notwithstanding anything to the contrary in this section Q.II.2(c) (*Redemption following a Credit Event*), the Issuer may decide to redeem the Securities in accordance with section Q.II.2(b) (*Redemption following a Credit Event*) even after a Notice of Physical Settlement has been sent to the Holders by delivery of a notice to Holders overriding the Notice of Physical Settlement (in which case the Valuation Date shall be a date chosen by the Issuer in the period from (and including) the date of such notice to (and including) the 10th Business Day following such date).

3. Postponement of redemption or postponement of partial redemption

(a) Single Name Credit Linked Notes

(i) If the Calculation Agent determines that

- (A) if "Grace Period Extension" is applicable pursuant to the Settlement Matrix and Transaction Type of the Reference Entity, a Potential Failure to Pay has occurred with

respect to the Reference Entity and is continuing on the Scheduled Maturity Date (but no Credit Event has occurred on or prior to the Scheduled Maturity Date);

- (B) if "Repudiation/Moratorium" is specified as a Credit Event in the Settlement Matrix applicable to the Transaction Type of the Reference Entity, a Potential Repudiation/Moratorium has occurred with respect to the Reference Entity and is continuing on the Scheduled Maturity Date (but no Credit Event has occurred on or prior to the Scheduled Maturity Date); or
- (C) a Potential Credit Event has occurred with respect to the Reference Entity on or before the Scheduled Maturity Date,

the Issuer may elect to postpone the redemption of the Securities, in which case the Issuer shall give notice in writing to the Holders of its election of such postponement on or as soon as reasonably practicable after the Scheduled Maturity Date (provided that any failure to give such notice or delay in giving such notice, or non-receipt thereof, shall not affect the right of the Issuer to postpone the redemption of the Securities pursuant to this section Q.II.3 (*Postponement of redemption or postponement of partial redemption*)). The Issuer is not obliged to pay any default interest or other amounts due to any such postponement and such postponement does not constitute an event of default in respect of the Issuer.

- (ii) If subsequent to the postponement of the redemption of the Securities (but before an Auction Final Price has been determined or any Valuation Date or Physical Redemption Date has occurred in respect of the Securities) a DC No Credit Event Announcement has occurred, or the Calculation Agent otherwise determines that no Credit Event has occurred during the relevant Reference Period, with respect to the Reference Entity, the Issuer shall redeem each Security at its Specified Denomination on the applicable Redemption Date specified in the relevant Final Terms (or, if no Redemption Date is specified, five Business Days following such DC No Credit Event Announcement or, as the case may be, such Calculation Agent determination), together with the Interest Amount that would have been due on the Scheduled Maturity Date but has been suspended pursuant to and in accordance with section Q.I.2(a) (*Postponement of interest payments*) of these General Conditions. The Issuer is not obliged to pay any default interest or other amounts due to any such delay and such delay does not constitute an event of default in respect of the Issuer.
- (iii) If subsequent to the postponement of the redemption of the Securities the Potential Failure to Pay, Potential Repudiation/Moratorium or Potential Credit Event results in a Credit Event, the Securities shall be redeemed in accordance with section Q.II.2 (*Redemption following a Credit Event*) of these General Conditions at the applicable Redemption Amount on the Redemption Date, each as specified in the relevant Final Terms (or, if no Redemption Date is specified, 5 Business Days following the determination of the Final Price and the Redemption Amount).

(b) Basket Credit Linked Notes

- (i) If the Calculation Agent determines that
 - (A) if "Grace Period Extension" is applicable pursuant to the Settlement Matrix and the Transaction Type of the Reference Entity, a Potential Failure to Pay has occurred with respect to a Reference Entity and is continuing on the Scheduled Maturity Date (but no Credit Event has occurred on or prior to the Scheduled Maturity Date);
 - (B) if "Repudiation/Moratorium" is specified as a Credit Event in the Settlement Matrix applicable to the Transaction Type of the Reference Entity, a Potential Repudiation/Moratorium has occurred with respect to a Reference Entity and is continuing on the Scheduled Maturity Date (but no Credit Event has occurred on or prior to the Scheduled Maturity Date); or

- (C) a Potential Credit Event has occurred with respect to a Reference Entity on or before the Scheduled Maturity Date,

the Calculation Agent shall determine the Outstanding Denomination in respect of each Security on the assumption that such Reference Entity is subject to a Credit Event and the Issuer shall, on the Scheduled Maturity Date, partially redeem each Security at such Outstanding Denomination.

- (ii) If subsequent to the partial redemption of the Securities a DC No Credit Event Announcement relating to the Potential Failure to Pay, Potential Repudiation/Moratorium or Potential Credit Event has occurred, or the Calculation Agent otherwise determines that no Credit Event has occurred during the relevant Reference Period, with respect to the relevant Reference Entity, the Calculation Agent shall calculate the difference between

- (A) the Redemption Amount per Security that would have been payable on the Scheduled Maturity Date if the Reference Entity in respect of which the Potential Failure to Pay, the Potential Repudiation/Moratorium or the Potential Credit Event, as applicable, has occurred, was not subject to a Credit Event; and

- (B) the Outstanding Denomination that has been paid on the Scheduled Maturity Date,

and the Issuer shall, on the Redemption Date specified in the relevant Final Terms (or, if no Redemption Date is specified, 5 Business Days following the occurrence of a DC No Credit Event Announcement or, as the case may be, such Calculation Agent determination (provided that an Auction Final Price has not been determined and a Valuation Date or Physical Redemption Date has not occurred)), pay in respect of each Security an amount equal to such difference together with the Suspended Interest Amount pursuant to section Q.I.2(b) (*Postponement of interest payments*) of these General Conditions. The Issuer is not obliged to pay any default interest or other amounts due to any such delay and such delay does not constitute an event of default in respect of the Issuer.

- (iii) If subsequent to the partial redemption of the Securities the Potential Failure to Pay, Potential Repudiation/Moratorium or Potential Credit Event results in a Credit Event, section Q.II.2 (*Redemption following a Credit Event*) of these General Conditions shall apply with respect to the amount relating to the Reference Entity in respect of which such Credit Event occurred.

4. Determination of Final Price

Unless a fixed percentage is specified as Final Price in the relevant Final Terms, in which case the Redemption Amount or Partial Redemption Amount, as applicable, shall be determined by reference to such fixed percentage number, the Calculation Agent shall determine the Final Price to be used to determine the Redemption Amount or Partial Redemption Amount, as applicable, in accordance with this section Q.II.4 (*Determination of Final Price*).

- (a) Determination of the Final Price by reference to the Auction Final Price determined by ISDA

- (i) Following the occurrence of a Credit Event, and the relevant Credit Derivatives Determinations Committee Resolving that an Auction is to be held, ISDA generally determines a "Final Price" (expressed as a percentage) applicable to credit derivatives transactions referencing the Reference Entity which is subject to the relevant Credit Event (the "**Auction Final Price**"). The Auction Final Price is determined in an auction process where bid (and offer) prices in respect of certain obligations of such Reference Entity are requested from market participants as further outlined on ISDA's website <http://www.isda.org> (or any successor website thereto). A list (the "**Final List**") of the obligations subject to such auction will be published by ISDA prior to the auction. In principle, any obligation which fulfills certain criteria specified as "Deliverable Obligation Category" and "Deliverable Obligation Characteristics" set out in the Settlement Matrix for the Transaction Type applicable to the Reference Entity (including, where applicable, that it is not subordinated to the Reference Obligation or, if no Reference Obligation is specified, not subordinated to any other senior unsecured obligation), may be listed in the Final List and therefore the Final Price may represent the market value of the cheapest obligation in the Final List. However, no assurance can be given that the selected obligations in the Final List will

indeed fulfill all those criteria specified by the "Deliverable Obligation Category" and "Deliverable Obligation Characteristics" set out in the Settlement Matrix for the Transaction Type applicable to the Reference Entity (or that obligations on the Final List would otherwise be Deliverable Obligations for the purposes of the Securities).

- (ii) The Auction Final Price is expressed as a percentage and generally published on <http://creditfixings.com/Credit Event Auctions>. Unless otherwise stated in the Final Terms, if ISDA determines more than one Final Price (because M(M)R Restructuring was the only Credit Event) for different maturity buckets, Calculation Agent shall use the Final Price of the longest maturity bucket to determine the Redemption Amount.
 - (iii) The Calculation Agent may use the Auction Final Price notwithstanding the fact that the Settlement Matrix does not specify any requirements as to maturity limitation or transferability of the Deliverable Obligations.
- (b) Fallback determination of the Final Price
- (i) In the event that (A) following a public announcement by the DC Secretary, the Calculation Agent determines that no Auction will be held to determine an Auction Final Price in respect of a Credit Event and Reference Entity or (B) no Auction Final Price is determined by ISDA in respect of the Reference Entity and Credit Event on or prior to the day falling 150 calendar days following (1) the occurrence of a DC Credit Event Announcement with respect to such Credit Event, or (2) if neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred with respect to such Credit Event, the date the Issuer gave a Credit Event Notice to the Holders, the Final Price shall be determined by the Calculation Agent in accordance with the following (such Final Price, the "**Valuation Final Price**"):
 - (A) The Issuer shall select obligations (each such obligation, a "**Selected Deliverable Obligation**") of the Reference Entity which the Calculation Agent determines are Deliverable Obligations.

Deliverable Obligations are obligations which fulfil the "Deliverable Obligation Category" and "Deliverable Obligation Characteristics" as specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, all as more particularly described in the definition of "Deliverable Obligation" in section R (*Definitions*) of these General Conditions.

If Asset Package Delivery applies, obligations selected as Selected Deliverable Obligations for the purposes of determining the Valuation Final Price may include any obligation which would be permitted to be delivered in satisfaction of the delivery of a Prior Deliverable Obligation or a Package Observable Bond (in each case, as determined in the sole and absolute discretion of the Calculation Agent) if the Securities were to be redeemed by physical delivery pursuant to section Q.II.2(b) (*Redemption following a Credit Event*) of these General Conditions.
 - (B) On the Valuation Date, the Calculation Agent shall attempt to obtain firm bid quotations for each Selected Deliverable Obligation from at least five Dealers (except that if Asset Package Delivery applies and a Selected Deliverable Obligation comprises any Asset which is a Non-Transferable Instrument or a Non-Financial Instrument then the Calculation Agent will not be required to attempt firm bid quotations for such Selected Deliverable Obligation and the relevant Asset Market Value (as defined section Q.II.2(c) (*Redemption following a Credit Event*)) (expressed as a percentage of the Asset's Outstanding Principal Balance or Due and Payable Amount, as applicable) shall be deemed to be the highest Quotation for the purpose of the determination of the Valuation Final Price). The amount (as determined in the manner set out in this section Q.II.4(b) (*Determination of Final Price*) below) in respect of each Selected Deliverable Obligation for which a firm bid is requested (such amount, the "**Quotation Amount**") shall be selected by the Calculation Agent in its discretion such that the aggregate Quotation Amount of all Selected Deliverable Obligations does not exceed the aggregate principal amount of the outstanding Securities

(multiplied by the Entity Weighting of the affected Reference Entity in case of Basket Credit Linked Notes). The bid quotations shall exclude accrued but unpaid interest.

- (C) With respect to each Selected Deliverable Obligation for which not at least one Full Quotation or Weighted Average Quotation (each a "**Quotation**") can be obtained on the Valuation Date, the Calculation Agent shall attempt to obtain Full Quotations from at least five Dealers on the 5th Business Day following the Valuation Date (and, if necessary, another 5 Business Days thereafter). For purposes of this paragraph, any day falling within the period from and including 20 December of a calendar year to and including 5 January of the following calendar year shall not be regarded as a Business Day.
 - (D) For each Selected Deliverable Obligation, for which the Calculation Agent is unable to obtain at least one Full Quotation or Weighted Average Quotation in accordance with the methodology described in (A) to (C) above, the Quotation shall be deemed to be zero.
 - (E) As soon as the valuation process according to (i) to (iv) above has been completed, the Calculation Agent shall determine the Valuation Final Price which shall be equal to the weighted average of the highest Quotation of each Selected Deliverable Obligation (which may, in case of (D) above, be zero with respect to certain Selected Deliverable Obligations). For this purpose, each such highest Quotation shall be weighted with the relevant Quotation Amount.
- (ii) The Quotation shall be a percentage of the Selected Deliverable Obligation's Outstanding Principal Balance or Due and Payable Amount, as applicable, and "Quotation Amount" shall refer to the Selected Deliverable Obligation's Outstanding Principal Balance or Due and Payable Amount, as applicable, unless in the sole and absolute discretion of the Calculation Agent, such amount would not result in a commercially reasonable determination, in which case the Quotation Amount will be determined by the Calculation Agent in its sole and absolute discretion.

5. Redemption following a Holder Merger Event

Save as otherwise provided in the relevant Final Terms, in the event that the Issuer becomes aware that (a) a Holder becomes a Successor to any Reference Entity as a result of the application of the provisions of these General Conditions, (b) a Holder and any Reference Entity become Affiliates or (c) a Holder or a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to, a Reference Entity or a Holder (as applicable), then the Issuer may, but shall not be obliged to, on giving not more than 30 nor less than 15 days' notice to Holders (the "**Seller Merger Notice**"), redeem all but not some of the Securities held by the relevant Holder at the early redemption amount specified in the Seller Merger Notice.

III. Succession and substitution events

1. General

- (a) If the Calculation Agent becomes aware of the occurrence of a succession (a "**Succession Event**" or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the relevant Reference Entity can be determined, the Issuer shall give a notice (a "**Successor Notice**") describing the same to the Holders. A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to paragraph (a) of the definition of Successor.
- (b) The Calculation Agent will be responsible for determining, as soon as reasonably practicable after delivery of a Successor Notice and with effect from the Succession Date, any Successor or Successors under paragraph (a) of the definition of Successor; *provided* that the Calculation Agent will not make such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations. The Calculation Agent will make all calculations and determinations required to be made under the definition of Successor on the basis of Eligible Information. In calculating the percentages used to

determine whether an entity qualifies as a Successor under paragraph (a) of the definition of Successor, if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

- (c) Subsequently, the Calculation Agent shall (i) replace the affected Reference Entity by such Successor(s) and (ii) if necessary and applicable, determine in its discretion the Transaction Type and, if a Non-Standard Reference Obligation was specified with respect to the affected Reference Entity, a Non-Standard Reference Obligation having the same Seniority Level applicable to the relevant successor Reference Entity. Such replacement shall be effective as of the relevant Succession Date.

2. Multiple Successors

(a) Single Name Credit Linked Notes

Where, pursuant to sub-section (iii), (iv) or (vi) of paragraph (a) of the definition of "Successor", more than one Successor has been identified, the terms of the Securities will, without the consent of Holders, be deemed to be amended as follows: Each Security shall be deemed to be split into n securities where n is the number of identified Successors such that

- (i) each such security shall reference one Successor and the Specified Denomination of each such security is equal to the original Specified Denomination of the Securities *divided by* n ;
- (ii) with regard to each such security, the Transaction Type and, if a Non-Standard Reference Obligation was specified with respect to the affected Reference Entity, a Non-Standard Reference Obligation having the same Seniority Level shall be determined by the Calculation Agent in its discretion;
- (iii) a Credit Event may occur in relation to each Successor; and
- (iv) all other terms of the original Securities shall apply mutatis mutandis to each of such security.

(b) Basket Credit Linked Notes

Where, pursuant to sub-section (iii), (iv) or (vi) of paragraph (a) of the definition of "Successor", more than one Successor has been identified, the Securities shall reference each such Successor and the Entity Weighting in respect of each Successor shall be equal to the original Entity Weighting of the Reference Entity for which more than one Successor has been identified *divided by* n where n is the number of identified Successors. In addition, the Calculation Agent shall, with regard to each Successor, determine the Transaction Type and, if a Non-Standard Reference Obligation was specified with respect to the affected Reference Entity, a Non-Standard Reference Obligation having the same Seniority Level in its discretion.

3. Substitution Events with respect to a Non-Standard Reference Obligation

If, in the opinion of the Calculation Agent (a) the Non-Standard Reference Obligation is redeemed in whole or (b) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent) or (iii) for any reason, other than due to the existence or occurrence of a Credit Event, the Non Standard Reference Obligation is no longer an obligation of a Reference Entity either directly or as a provider of a guarantee (each a "**Substitution Event**") the Calculation Agent may identify the Substitute Reference Obligation in accordance with the definition of the Substitute Reference Obligation. For the purposes of identification of a Reference Obligation, any change in the Reference Obligation's CUSIP or ISIN or other similar identifier will not, in and of itself, convert such Obligation into a different Obligation.

IV. Restructuring and multiple Credit Event Notices

1. Single Name Credit Linked Notes

- (a) The Issuer may give multiple Credit Event Notices with respect to any M(M)R Restructuring, each such Credit Event Notice setting forth the portion of the outstanding nominal amount of the

Securities to which such Credit Event Notice applies (the "**Exercise Amount**") provided that if the Credit Event Notice does not specify an Exercise Amount, then the outstanding nominal amount of the Securities (such amount, the "**Maximum Exercise Amount**") will be deemed to have been specified as the Exercise Amount.

- (b) If the Issuer has delivered a Credit Event Notice that specifies an Exercise Amount that is less than the Maximum Exercise Amount, the conditions shall, with effect from the date such Credit Event Notice is effective, be construed as if the Securities comprised two series of Securities: (i) one which has an aggregate principal amount equal to the Exercise Amount and with respect to which the Credit Event Notice shall be deemed to be given; and (ii) one which has an aggregate principal amount equal to the outstanding principal amount of the Securities prior to such Credit Event Notice minus the Exercise Amount and which will continue to be in effect (and which shall not be deemed to be subject to the Credit Event Notice).
- (c) If the Issuer has delivered a Credit Event Notice that specifies the Maximum Exercise Amount, the Securities shall be redeemed in accordance with section Q.II.2 (*Redemption following a Credit Event*).

2. Basket Credit Linked Notes

- (a) The Issuer may give multiple Credit Event Notices with respect to any M(M)R Restructuring, each such Credit Event Notice setting forth the portion of the Entity Weighting of the Reference Entity to which such Credit Event Notice applies (the "**Exercise Portion**") provided that if the Credit Event Notice does not specify an Exercise Portion, then 100 per cent. of the Entity Weighting of the affected Reference Entity (such portion, the "**Maximum Exercise Portion**") will be deemed to have been specified as the Exercise Portion.
- (b) If the Issuer has delivered a Credit Event Notice that specifies an Exercise Portion that is less than the Maximum Exercise Portion, the Securities shall be deemed to reference the relevant Reference Entity twice: (a) once with a weight equal to the original Entity Weighting of the affected Reference Entity multiplied by the Exercise Portion (the "**Affected Weight**") and the Credit Event Notice shall be deemed to be given in respect of this Reference Entity and Affected Weight only; and (b) once with a weight equal to the original Entity Weighting *less* the Affected Weight (and the Reference Entity in respect of this resulting Entity Weighting shall not be deemed to be subject to the Credit Event Notice). Consequently, the partial redemption shall occur only in respect of the Affected Weight.
- (c) If the Issuer has delivered a Credit Event Notice that specifies the Maximum Exercise Portion, the Securities shall be partially redeemed in accordance with section Q.II.2 (*Redemption following a Credit Event*).

V. Application of Settlement Matrix

If the Final Terms identify a "Transaction Type" that is included in the Settlement Matrix, the terms set out in the Settlement Matrix with respect to such "Transaction Type" shall *mutatis mutandis* be deemed to apply to the Securities except to the extent otherwise specified in the relevant Final Terms.

VI. Amendments to ensure consistency with the market standard terms for credit derivatives

Notwithstanding section A.XX (*Severability and amendments*), if (i) any Credit Derivatives Determinations Committee or any other governing ISDA committee (or successor thereto) amends or supplements the 2014 ISDA Credit Derivatives Definitions as published by ISDA or any ancillary documents thereto (including, without limitation, the Settlement Matrix) (such definitions together with any ancillary documents, as may be amended or supplemented from time to time, the "**2014 ISDA Credit Derivatives Definitions**") or (ii) the Issuer or any affiliated entity that is hedging the Issuer's obligations under the Credit Linked Notes adheres to a protocol published by ISDA amending or supplementing the 2014 ISDA Credit Derivatives Definitions, that the Calculation Agent reasonably determines in good faith, in the case of either (i) or (ii), has impact on credit default swaps and other transactions customarily governed by the 2014 ISDA Credit Derivatives Definitions ("**Customary Credit Derivative Transactions**") and are omitted from, or inconsistent with, the terms and conditions of the Credit Linked Notes (any such amendment, an "**ISDA Amendment**"), the Calculation Agent (acting on behalf of the Issuer) shall make

any amendments to the terms and conditions of the Credit Linked Notes that the Calculation Agent (acting on behalf of the Issuer) has determined, acting in good faith, as being necessary in order to give effect to the ISDA Amendment in a manner that is consistent with changes incorporated into, or made to, Customary Credit Derivative Transactions as a consequences of such ISDA Amendment.

VII. Certain definitions

For the purpose of this section Q (*Additional General Conditions applicable to Credit Linked Notes*), the following terms shall have the meaning ascribed to them below. The definitions shall be read in conjunction with the additional terms and conditions set out in the Final Terms related to the relevant Credit Linked Notes. In case of any inconsistencies between the definitions set out below and the definitions set out in section R (*Definitions*) of these General Conditions, the definitions set out below shall prevail.

"Accelerated or Matured" means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise, is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws.

"Accrued Interest" means, with respect to an obligation, any accrued but unpaid interest thereon (as the Calculation Agent shall determine in its sole and absolute discretion). The Outstanding Principal Balance of any Selected Deliverable Obligations being delivered or valued in accordance with section Q.II (*Redemption*) of these General Conditions will exclude accrued but unpaid interest, unless otherwise specified in the relevant Final Terms.

"Asset" means each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the relevant Reference Entity or a third party (or any value which was realized or capable of being realized in circumstances where the right and/or other asset no longer exists).

"Asset Package" means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be. If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

"Asset Package Credit Event" means if:

- (a) "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the Settlement Matrix for the Transaction Type applicable to the Reference Entity;
 - (i) a Governmental Intervention; or
 - (ii) a Restructuring in respect of the Reference Obligation, if "Restructuring" is specified as applicable in the Settlement Matrix for the Transaction Type applicable to the Reference Entity and such Restructuring does not constitute a Governmental Intervention; and
- (b) the relevant Reference Entity is a Sovereign and "Restructuring" is specified as applicable in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, a Restructuring.

In each case, such event may be an Asset Package Credit Event whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

"Asset Package Delivery" has the meaning ascribed to it in section Q.II.2 (*Redemption following a Credit Event*) of these General Conditions.

"Assignable Loan" means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if a Reference Entity is guaranteeing such Loan) or any agent.

"**Auction**" has the meaning ascribed to it in the Transaction Auction Settlement Terms.

"**Auction Final Price**" means the "Final Price" (expressed as a percentage) determined by ISDA for the settlement of credit derivatives transactions in an auction process in accordance with the Transaction Auction Settlement Terms as further outlined on ISDA's webpage <http://www.isda.org/credit/> (or any successor website thereto). The Auction Final Price is generally published on <http://creditfixings.com/CreditEventAuctions> (see also section Q.II.4(a) (*Determination of Final Price*) of these General Conditions).

"**Bankruptcy**" means, with respect to a Reference Entity, the Reference Entity (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 calendar days of the institution or presentation thereof; (e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 calendar days thereafter; or (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) (inclusive).

"**Bond**" means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money.

"**Bond or Loan**" means any obligation that is either a Bond or a Loan.

"**Borrowed Money**" means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding, unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit).

"**Breakage Costs**" means the amount of losses or costs of the Issuer and/or its affiliates that are or would be incurred following the occurrence of

- (a) an Early Termination Event in terminating any hedging arrangement or in replacing or providing the Issuer the economic equivalent of the material terms that the Issuer would have had under the Securities but for the occurrence of the Early Termination Event;
- (b) a Credit Event in terminating any hedging arrangement or closing (by way of entering into an offsetting transaction) any hedging position entered into in connection with the issuance of the Securities. If the Issuer does not terminate any such hedging transaction or does not close any such hedging position by entering in to any such offsetting transaction(s), the amount of Breakage Costs may be based on the amount the Issuer would have to pay for entering into (in case of termination) any such replacement transaction or (in case of closing any hedging position by way of entering into an offsetting transaction) any such offsetting transaction(s) on the basis of then prevailing market prices (including any costs and expenses); or
- (b) the event set out in paragraph (a) of the definition of Substitution Event occurs with respect to the Reference Obligation in a Reference Obligation Only Trade.

Without limitation, Breakage Costs shall include: (a)(i) the aggregate costs incurred by the Issuer and/or any of its affiliates upon terminating, due to the occurrence of the Credit Event, any hedging arrangement entered into in connection with the issuance of the Securities, including but not limited to, any unwind fees or charges incurred by the Issuer and/or any of its affiliates upon termination of any internal interest rate swap, entered into by the Issuer and UBS AG, London Branch, acting as swap counterparty as if UBS AG, London Branch was an external third party swap counterparty (the "**Relevant Swap**"); (ii) any accrued and unpaid payments due to the Issuer in respect of the Relevant Swap; and (b)(i) the costs, charges, fees, howsoever described, incurred by the Issuer upon terminating any of its term funding transactions that were entered into in connection with the issuance of the Securities, including, but not limited to, any funding transaction entered into, by the Issuer with UBS AG, London Branch acting as deposit provider, as if UBS AG, London Branch was an external third party deposit provider (the "**Relevant Funding**"); and (ii) any accrued and unpaid payments due to the Issuer in respect of the Relevant Funding. The Breakage Costs per Security shall be equal to the aggregate Breakage Costs divided by the number of Securities to be redeemed.

"Business Day Convention" means the business day convention specified in the relevant Final Terms and described in section Q.I.3 (*Day Count Fraction and Business Day Convention*) of these General Conditions.

"Conforming Reference Obligation" means a Reference Obligation which is a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation.

"Consent Required Loan" means a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if a Reference Entity is guaranteeing such Loan) or any agent.

"Credit Derivatives Auction Settlement Terms" means any Credit Derivatives Auction Settlement Terms published by ISDA, a form of which will be published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and may be amended from time to time. The Calculation Agent shall be authorised to construe any Credit Derivatives Auction Settlement Terms (including any Transaction Auction Settlement Terms) in such manner as it shall determine in its sole and absolute discretion to be necessary in order to give effect to the meaning of any word or expression used herein and which is defined by reference to such Credit Derivatives Auction Settlement Terms.

"Credit Derivatives Determinations Committees" means the committees established pursuant to the DC Rules for the purposes of reaching certain DC Resolutions in relation to credit derivatives transactions including, without limitation, whether and when a Credit Event has occurred. If ISDA ceases to establish such committees or ISDA is abolished, split up or otherwise replaced, the Credit Derivatives Determinations Committees shall be such committees that are commonly referred to by dealers in credit derivatives transactions and that make the same or materially similar determinations as the committees established by ISDA (but eventually on different terms and rules).

"Credit Event" means one or more of the Credit Events applicable to the Reference Entity and Transaction Type (as specified in the relevant Final Terms) pursuant to the Settlement Matrix. If the occurrence of an event would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon: (a) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation, (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation, or, as applicable, any Underlying Obligation, howsoever described, (c) any applicable law, order, regulation, decree or notice, howsoever described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, howsoever described, or (d) the imposition of, or any change in any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, howsoever described.

"Credit Event Backstop Date" means (a) for the purposes of whether any event constitutes a Credit Event (or with respect to Repudiation/Moratorium, the event described in part (ii) of the definition of Repudiation/Moratorium), as determined by DC Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date or (b) otherwise, the date that is 60 calendar days prior to the earlier of (i) the date on which a Credit Event Notice is delivered by the Issuer to the Holders and (ii) the Credit Event Resolution Request Date if the date on which a Credit Event Notice is delivered by the Issuer

to the Holders occurs during the Post Dismissal Additional Period. The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention. In the relevant Final Terms, the Issuer may elect not to apply the relevant look-back period to a date that falls prior to the Trade Date.

"Credit Event Notice" means a notice given by the Issuer to the Holders in writing of the determination by the Calculation Agent that a Credit Event has occurred within the Reference Period and that the Securities will be redeemed or partially redeemed, as the case may be, in accordance with section Q.II.2 (*Redemption following a Credit Event*). The Credit Event Notice shall describe the type of the Credit Event and specify the date the Credit Event has occurred (either by reference to the relevant DC Credit Event Announcement or, if there is no DC Credit Event Announcement, to Publicly Available Information). Unless the Credit Event was determined by a Credit Derivatives Determinations Committee, the relevant Credit Event Notice shall include Publicly Available Information from at least two different sources describing the occurrence of the Credit Event.

Any Credit Event Notice that describes a Credit Event that occurred after the Scheduled Maturity Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

A Credit Event Notice that describes a Credit Event other than an M(M)R Restructuring must be in respect of the aggregate principal amount of the outstanding Securities (multiplied by the Entity Weighting of the affected Reference Entity in case of Basket Credit Linked Notes). The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date that the Credit Event Notice is given.

"Credit Event Resolution Request Date" means with respect to a DC Credit Event Question, the date, as publicly announced by the DC Secretary that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

"Credit Linkage End Date" means the latest of

- (a) the Scheduled Maturity Date;
- (b) the Grace Period Extension Date if (i) Grace Period Extension and Failure to Pay are specified in the Settlement Matrix for the Transaction Type applicable to such Reference Entity, (ii) the relevant Credit Event is a Failure to Pay that occurs after the Scheduled Maturity Date and (iii) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the Scheduled Maturity Date; and
- (c) the Repudiation/Moratorium Evaluation Date if (i) Repudiation/Moratorium is specified in the Settlement Matrix for the Transaction Type applicable to such Reference Entity, (ii) the relevant Credit Event is a Repudiation/Moratorium for which the event described in part (ii) of the definition of "Repudiation/Moratorium" occurs after the Scheduled Maturity Date, and (iii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date.

"Credit Linkage Start Date" means the credit linkage start date specified in the relevant Final Terms (or if no such date is specified, the Credit Event Backstop Date).

"Day Count Fraction" means the day count fraction specified in the relevant Final Terms and described in section Q.I.3 (*Day Count Fraction and Business Day Convention*) of these General Conditions.

"DC Credit Event Announcement" means, with respect to a Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred on or after the Credit Linkage Start Date and on or prior to the Credit Linkage End Date provided that if the Credit Event occurred after the Scheduled Maturity Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

"DC Credit Event Question" means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event has occurred.

"DC Credit Event Question Dismissal" means, with respect to a Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

"DC No Credit Event Announcement" means, with respect to a Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event.

"DC Resolution" has the meaning ascribed to it in the DC Rules. The Calculation Agent shall determine in its sole and absolute discretion whether, how and the extent to which any DC Resolution of the relevant Credit Derivatives Determinations Committee applies to the Securities in accordance with these General Conditions, including any DC Resolution that reverses a previous DC Resolution and the Calculation Agent may determine that any DC Resolution that reverses a previous DC Resolution shall not be effective for the purpose of these General Conditions if the Calculation Agent determines (in its sole and absolute discretion) that such DC Resolution would not be effective for the purpose of a comparable credit derivative transaction.

"DC Rules" means the Credit Derivatives Determinations Committee Rules published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"DC Secretary" has the meaning ascribed to it in the DC Rules.

"Dealer" means a dealer in obligations of the type of Selected Deliverable Obligations for which Quotations are to be obtained, as selected by the Calculation Agent in its sole and absolute discretion.

"Default Requirement" means the amount specified as such in the relevant Final Terms or its equivalent in the relevant Obligation Currency (or, if no such amount is specified, the amount specified in the Settlement Matrix with respect to the relevant Transaction Type or, otherwise, USD 10,000,000, or, in each case, its equivalent Obligation Currency).

"Deliverable Obligation" means in respect of a Reference Entity

- (a) any obligation of the relevant Reference Entity (either directly or as provider of a Relevant Guarantee) described by the specified Deliverable Obligation Category and having each of the Deliverable Obligation Characteristics;
- (b) the Reference Obligation for such Reference Entity;
- (c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation; and
- (d) if Asset Package Delivery is applicable, any Prior Deliverable Obligation (if "Financial Reference Entity Terms" is specified as applicable in the Settlement Matrix for the Transaction Type applicable to the Reference Entity) or any Package Observable Bond (if the relevant Reference Entity is a Sovereign),

in each case, (i) unless it is an Excluded Deliverable Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of paragraph (d), immediately prior to the relevant Asset Package Credit Event), or any other obligation of a Reference Entity specified as such in the Final Terms, provided that, in each case, the Calculation Agent determines that such obligation would be a "deliverable obligation" for the purpose of a Market Credit Default Swap.

"Deliverable Obligation Category" means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, as specified in Settlement Matrix for the Transaction Type applicable

to the Reference Entity (each as defined herein, except that, for the purpose of determining Deliverable Obligation(s), the definition of Reference Obligation Only shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).

"Deliverable Obligation Characteristics" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer, as specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, provided that:

- (a) if (i) any of the Deliverable Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, the relevant Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds, (ii) the Deliverable Obligation Characteristic "Transferable" is specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, the relevant Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans, or (iii) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, the relevant Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans;
- (b) if more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics;
- (c) for purposes of the application of the Deliverable Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero;
- (d) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, if an obligation would otherwise satisfy a particular Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the relevant Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Deliverable Obligation Characteristic;
- (e) for purposes of determining the applicability of Deliverable Obligation Characteristics to a Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event; and
- (f) if "Subordinated European Insurance Terms" is specified as applicable in the relevant Final Terms, if an obligation would otherwise satisfy the "Maximum Maturity" Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

"Designated Maturity" means the period of the Reference Rate (if any) specified in the relevant Final Terms.

"Direct Loan Participation" means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of a contractual right in favour of the Holder that provides such Holder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between such Holder and either (a) the Issuer (to the extent the Issuer is then a lender or a

member of the relevant lending syndicate), or (b) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate).

"Domestic Currency" means the currency specified in the relevant Final Terms and any successor currency thereto (or if no such currency is specified, the lawful currency and any successor currency of (a) the relevant Reference Entity, if the relevant Reference Entity is a Sovereign, or (b) the jurisdiction in which the relevant Reference Entity is organised, if the relevant Reference Entity is not a Sovereign).

"Domestic Law" means each of the laws of (a) the relevant Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the relevant Reference Entity is organized, if such Reference Entity is not a Sovereign.

"Downstream Affiliate" means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

"Due and Payable Amount" means the amount that is due and payable by a Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on either (A) the date of delivery of the Notice of Physical Settlement or if the Notice of Physical Settlement is changed, the date notice of the last such change is given (or if the terms of the obligation are amended after such date but on or prior to the date for delivery of the Portfolio, the date for delivery of the Portfolio) or (B) the Valuation Date, as applicable.

"Eligible Information" means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

"Entity Weighting" means, in respect of a Reference Entity, the percentage amount specified as such for such Reference Entity in the relevant Final Terms (subject to any adjustments pursuant to section Q.III.2 (*Multiple Successors*) of these General Conditions).

"Excluded Deliverable Obligation" means:

- (a) any obligation of a Reference Entity specified as such or of a type described in the relevant Final Terms;
- (b) any principal only component of a Bond from which some or all of the interest components have been stripped; and
- (c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

"Excluded Obligation" means:

- (a) any obligation of a Reference Entity specified as such or of a type described in the relevant Final Terms;
- (b) if "Financial Reference Entity Terms" is specified as applicable in the Settlement Matrix for the Transaction Type applicable to the relevant Reference Entity and Senior Transaction is specified as applicable in the relevant Final Terms with respect to such Reference Entity, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and
- (c) if "Financial Reference Entity Terms" is specified as applicable in the Settlement Matrix for the Transaction Type applicable to the relevant Reference Entity and Subordinated Transaction is specified as applicable in the relevant Final Terms with respect to such Reference Entity, then for

purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

"Exercise Amount" has the meaning ascribed to it in section Q.IV (*Restructuring and multiple Credit Event Notices*) of these General Conditions.

"Exercise Portion" has the meaning ascribed to it in section Q.IV (*Restructuring and multiple Credit Event Notices*) of these General Conditions.

"Failure to Pay" means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure. If "Credit Deterioration Requirement" is specified as applicable pursuant to the Settlement Matrix and Transaction Type of the Reference Entity, then, notwithstanding the foregoing, it shall not constitute a Failure to Pay if such failure does not directly or indirectly either result from, or result in, a deterioration in the creditworthiness or financial condition of the relevant Reference Entity. Guidance on the interpretation of "Failure to Pay" is set forth in section Q.VIII (*Guidance on the interpretation of the definition of "Failure to Pay"*) of these General Conditions.

"Final List" has the meaning ascribed to it in section Q.II.4(a) (*Determination of Final Price*) of these General Conditions.

"Final Price" shall be the Auction Final Price or the Valuation Final Price (as applicable) determined in accordance with the relevant Final Terms and section Q.II.4 (*Determination of Final Price*) of these General Conditions, unless the relevant Final Terms provide for a fixed percentage number, in which case the Final Price shall be such percentage number.

"Fixed Cap" means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the relevant Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

"Fixing Date" means any fixing date specified in the relevant Final Terms.

"Full Quotation" means each firm bid quotation obtained from a Dealer at or around the Valuation Time, to the extent reasonably practicable, for the relevant Selected Deliverable Obligation and requested Quotation Amount.

"Further Subordinated Obligation" means, if the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

"Governmental Authority" means any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental, inter-governmental or supranational body, any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of a Reference Entity or some or all of its obligations or any other authority which is analogous to any of the entities specified above.

"Governmental Intervention" means:

- (a) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to a Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:
 - (i) any event which would affect creditors' rights so as to cause:

- (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (C) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or
 - (D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
- (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
 - (iii) a mandatory cancellation, conversion or exchange; or
 - (iv) any event which has an analogous effect to any of the events specified in paragraphs (a)(i) to (iii).
- (b) For purposes of paragraph (a) of this definition of Governmental Intervention, the term Obligation shall be deemed to include Underlying Obligations for which the relevant Reference Entity is acting as provider of a Guarantee.

"Grace Period" means the applicable grace period with respect to payments under the relevant Obligation under the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred, PROVIDED THAT if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation.

"Grace Period Business Day" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation or, if a place or places are not so specified, (a) if the Obligation Currency is the euro, a TARGET Settlement Day, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

"Grace Period Extension Date" means the date that is the number of days in the Grace Period after the date of the Potential Failure to Pay.

"Guarantee" means a Relevant Guarantee or a guarantee which is the Reference Obligation.

"Interest Amount" means an amount which is calculated as described in the relevant Final Terms.

"Interest Commencement Date" means the interest commencement date specified in the relevant Final Terms (if any).

"Interest Period" means the period beginning on (and including) the issue date of the Securities (or, if an Interest Commencement Period is specified in the relevant Final Terms, the Interest Commencement Date) and ending on (but excluding) the first Scheduled Interest Payment Date and each period beginning on (and including) one Scheduled Interest Payment Date and ending on (but excluding) the next Scheduled Interest Payment Date (as specified in the relevant Final Terms), provided that if the relevant Final Terms specify "Unadjusted" as applicable, the Scheduled Interest Payment Dates and Scheduled Maturity Date, as the case may be, shall not be adjusted for the purpose of calculating the Day Count Fraction and the Interest Amount (see section Q.1.3 (*Day Count Fraction and Business Day Convention*) of these General Conditions).

"Interest Rate" means the interest rate specified in the relevant Final Terms which may, if so specified in the relevant Final Terms, be subject to a Minimum Interest Rate and/or a Maximum Interest Rate.

"ISDA" means

- (a) the International Swaps and Derivatives Association, Inc. or, if the International Swaps and Derivatives Association is split into various associations, abolished or otherwise ceases to be the representative person in respect of credit derivatives documentation and issues, such successor or other person that dealers and market participants in the credit derivatives market refer to in relation to credit derivatives documentation, resolutions and issues; and
- (b) any agent appointed or chosen by ISDA or any other company cooperating with ISDA in connection with the conduction of an Auction or the determination or announcement of an Auction Final Price including, without limitation, Creditex Group Inc. and Markit Group Ltd.

"Issue Price" means the issue price of the Securities specified in the relevant Final Terms.

"Largest Asset Package" means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realisable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

"Listed" means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange.

"Loan" means any obligation of a type included in the Borrowed Money Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement but shall not include any other type of Borrowed Money.

"Market Credit Default Swap" means a notional market standard credit default swap transaction which satisfies the following conditions:

- (a) it has an effective date coinciding with the issue date of the Securities;
- (b) it has a scheduled termination coinciding with the Scheduled Maturity Date;
- (c) it references the Reference Entity (including the Transaction Type applicable to such Reference Entity) which is subject to the relevant Credit Event;
- (d) it references, if applicable, the same Reference Obligation as specified in the relevant Final Terms; and
- (e) auction settlement is specified as the settlement method (with physical settlement as the fallback settlement method).

"Maximum Exercise Amount" has the meaning ascribed to it in section Q.IV (*Restructuring and multiple Credit Event Notices*) of these General Conditions.

"Maximum Exercise Portion" has the meaning ascribed to it in section Q.IV (*Restructuring and multiple Credit Event Notices*) of these General Conditions.

"Maximum Interest Rate" means the maximum interest rate (if any) specified in the relevant Final Terms.

"Maximum Maturity" means an obligation that has a remaining maturity of not greater than thirty years (unless otherwise specified in the Settlement Matrix for the Transaction Type applicable to the relevant Reference Entity).

"Minimum Interest Rate" means the minimum interest rate (if any) specified in the relevant Final Terms.

"M(M)R Restructuring" means a Restructuring Credit Event in respect of which either "Mod R" or "Mod Mod R" is applicable pursuant to the Settlement Matrix and Transaction Type of the Reference Entity.

"Multiple Holder Obligation" means an Obligation that (i) at the time the Credit Event Notice is delivered, is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and-two-thirds is required to consent to the event which would otherwise constitute a "Restructuring" Credit Event. Any Obligation that is a Bond shall be deemed to satisfy the requirement of sub-section (ii) of this definition of Multiple Holder Obligation.

"Non-Conforming Reference Obligation" means a Reference Obligation which is not a Conforming Reference Obligation.

"Non-Conforming Substitute Reference Obligation" means an obligation which would be a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable)

"Non-Financial Instrument" has the meaning ascribed to it in section Q.II.2(c) (*Redemption following a Credit Event*) of these General Conditions.

"Non-Standard Reference Obligation" means the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

"Non-Transferable Instrument" has the meaning ascribed to it in section Q.II.2(c) (*Redemption following a Credit Event*) of these General Conditions.

"Not Bearer" means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via the Euroclear system, Clearstream International or any other internationally recognised clearing system.

"Not Domestic Currency" means any obligation that is payable in any currency other than the applicable Domestic Currency provided that a Standard Specified Currency shall not constitute a Domestic Currency.

"Not Domestic Issuance" means any obligation other than an obligation that was issued (or reissued, as the case may be) or intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the relevant Reference Entity.

"Not Domestic Law" means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law.

"Not Sovereign Lender" means any obligation that is not primarily owed to a Sovereign or Supranational Organisation, including, without limitation, obligations generally referred to as "Paris Club debt".

"Not Subordinated" means an obligation that is not Subordinated (as defined in the definition of Subordination) to (I) the Reference Obligation or (II) the Prior Reference Obligation, if applicable.

"Notice of Physical Settlement" has the meaning ascribed to it in section Q.II.2(c) (*Redemption following a Credit Event*) of these General Conditions.

"Obligation" means in relation to a Reference Entity (i) any obligation of the Reference Entity (either directly or as the provider of a Relevant Guarantee) described by the Obligation Category and having each of the relevant Obligation Characteristics (if any) as specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity (in each case immediately prior to the Credit Event) and (ii) any Reference Obligation. If a Reference Obligation is specified, the Reference Obligation is always an

Obligation, regardless of whether it is described by the Obligation Category or has each of the applicable Obligation Characteristics (if any). In any case, an Excluded Obligation shall not be an Obligation.

"Obligation Acceleration" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

"Obligation Category" means Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity.

"Obligation Characteristics" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance, as specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, provided that:

- (a) if either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, the relevant Final Terms shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds; and
- (b) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, if an obligation would otherwise satisfy a particular Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the relevant Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic.

"Obligation Currency" means the currency or currencies in which an Obligation is denominated.

"Obligation Default" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

"Original Non-Standard Reference Obligation" means the obligation of a Reference Entity (either directly or as provider of a guarantee) which is specified in the Final Terms as the Reference Obligation (if any is so specified) provided that if an obligation is not an obligation of the relevant Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) unless (a) this provision is expressly amended or overridden in the Final Terms, or (b) Reference Obligation Only Trade is applicable.

"Outstanding Amount" has the meaning ascribed to it in section Q.II.2(c) (*Redemption following a Credit Event*) of these General Conditions.

"Outstanding Denomination" means the outstanding denomination specified in the relevant Final Terms.

"Outstanding Principal Balance" of an obligation means an amount calculated as follows:

- (a) (i) first, by determining, in respect of the obligation, the amount of the relevant Reference Entity's principal payment obligations and, where applicable in accordance with the definition of Accrued Interest, the relevant Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (A) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the relevant Reference Entity were references to the Underlying Obligor) and (B) the amount of the Fixed Cap, if any);

- (ii) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (A) is subject to any Prohibited Action, or (B) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (I) payment or (II) a Permitted Contingency) (the amount determined in paragraph (a)(i) less any amounts subtracted in accordance with paragraph (a)(ii), the "**Non-Contingent Amount**"); and
- (iii) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance, in each case, determined:
 - (A) unless otherwise specified, in accordance with the terms of the obligation in effect on either (I) the date of delivery of the Notice of Physical Settlement or if the Notice of Physical Settlement is changed, the date notice of the last such change is given (or if the terms of the obligation are amended after such date but on or prior to the date for delivery of the Portfolio, the date for delivery of the Portfolio), or (II) the Valuation Date, as applicable; and
 - (B) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

For the purposes of paragraph (a)(iii)(B), "applicable laws" shall include any bankruptcy or insolvency law or other law affecting creditors' rights to which the relevant obligation is, or may become, subject.

If "Fallback Discounting" is specified as applicable pursuant to the Settlement Matrix and Transaction Type of the Reference Entity, then notwithstanding the above, if (i) the Outstanding Principal Balance of an obligation is not reduced or discounted under paragraph (a)(iii)(B) above, (ii) that obligation is either a Bond that has an issue price less than ninety-five per cent of the principal redemption amount or a Loan where the amount advanced is less than ninety-five per cent of the principal repayment amount, and (iii) such Bond or Loan does not include provisions relating to the accretion over time of the amount which would be payable on an early redemption or repayment of such Bond or Loan that are customary for the applicable type of Bond or Loan as the case may be, then the Outstanding Principal Balance of such Bond or Loan shall be the lesser of (a) the Non-Contingent Amount; and (b) an amount determined by straight line interpolation between the issue price of the Bond or the amount advanced under the Loan and the principal redemption amount or principal repayment amount, as applicable.

For the purposes of determining whether the issue price of a Bond or the amount advanced under a Loan is less than ninety-five per cent of the principal redemption amount or principal repayment amount (as applicable) or, where applicable, for applying straight line interpolation:

- (x) where such Bond or Loan was issued as a result of an exchange offer, the issue price or amount advanced of the new Bond or Loan resulting from the exchange shall be deemed to be equal to the aggregate Outstanding Principal Balance of the original obligation(s) that were tendered or exchanged (the "**Original Obligation(s)**") at the time of such exchange (determined without regard to market or trading value of the Original Obligation(s)); and
- (y) in the case of a Bond or Loan that is fungible with a prior debt obligation previously issued by the relevant Reference Entity, such Bond or Loan shall be treated as having the same issue price or amount advanced as the prior debt obligation.

In circumstances where a holder would have received more than one obligation in exchange for the Original Obligation(s), the Calculation Agent will determine the allocation of the aggregate Outstanding Principal Balance of the Original Obligation(s) amongst each of the resulting obligations for the purpose of determining the issue price or amount advanced of the relevant Bond or Loan. Such allocation will take into account the interest rate, maturity, level of subordination and other terms of the obligations that resulted from the exchange and shall be made by the Calculation Agent in accordance with the methodology (if any) determined by the relevant Credit Derivatives Determinations Committee.

- (b) "**Quantum of the Claim**" means the lowest amount of the claim which could be validly asserted against a Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable

at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

"Package Observable Bond" means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within the definition of Deliverable Obligation set out in (a) or (b) of the definition of Deliverable Obligation, in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

"Partial Redemption Amount" means the partial redemption amount specified in the relevant Final Terms.

"Payment" means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money.

"Payment Requirement" means the amount specified as such in the relevant Final Terms or its equivalent in the relevant Obligation Currency (or, if no such amount is specified, the amount specified in the Settlement Matrix with respect to the relevant Transaction Type or, otherwise, USD 1,000,000, or, in each case, its equivalent in the relevant Obligation Currency).

"Permitted Contingency" means, with respect to an obligation, any reduction to a Reference Entity's payment obligations:

- (a) as a result of the application of:
 - (i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of such Reference Entity;
 - (ii) provisions implementing the Subordination of the obligation;
 - (iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of such Reference Entity from its payment obligations in the case of any other Guarantee);
 - (iv) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable pursuant to the Settlement Matrix and Transaction Type of the Reference Entity; or
 - (v) provisions which permit such Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable pursuant to the Settlement Matrix and Transaction Type of the Reference Entity; or
- (b) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

"Permitted Transfer" means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the relevant Reference Entity to the same single transferee.

"Physical Redemption Date" means the date specified by the Issuer in the Notice of Physical Settlement as the intended redemption date for the delivery of the relevant Portfolio to the Holders which shall not be later than 165 calendar days following (a) the occurrence of a DC Credit Event Announcement with respect to the relevant Credit Event, or (b) if neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred with respect to the relevant Credit Event, the date the Issuer gave a Credit Event Notice to the Holders.

"Portfolio" means, in respect of a Reference Entity which is subject to a Credit Event, the portfolio of Selected Deliverable Obligations and/or cash selected by the Issuer in its discretion, provided that (a) the

aggregate Outstanding Principal Balance (in the case of Deliverable Obligations that are Borrowed Money) or the aggregate Due and Payable Amount (in the case of Deliverable Obligations that are not Borrowed Money) (converted, as applicable, into the currency in which the Securities are denominated at the spot foreign exchange rate prevailing on the date that the relevant Selected Deliverable Obligation was first included in the Notice of Physical Settlement, as determined by the Calculation Agent) and/or cash comprising the Portfolio shall be (approximately) equal to (i) the aggregate Specified Denomination of the outstanding Securities, in case of Single Name Credit Linked Notes or (ii) the product of the aggregate Specified Denomination of the outstanding Securities and the Entity Weighting of such Reference Entity, in case of Basket Credit Linked Notes and (b) the Issuer shall, if it has incurred any Breakage Costs in respect of such Credit Event, exclude sufficient cash and/or Selected Deliverable Obligations from the Portfolio such that the value of the excluded cash and/or Selected Deliverable Obligation is equal to the Breakage Costs.

"Post Dismissal Additional Period" means the period from and including the date of the DC Credit Event Question Dismissal to and including the date that is fourteen calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the date that is fourteen calendar days after the Credit Linkage End Date (including prior to the Trade Date)).

"Potential Credit Event" means an event which in the reasonable opinion of the Calculation Agent constitutes a Credit Event but in respect of which neither (a) a DC Credit Event Announcement has occurred nor (b) the Issuer has given a Credit Event Notice to the Holders prior to the Scheduled Maturity Date.

"Potential Failure to Pay" means the failure by a Reference Entity to make, when and where due, any payment in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

"Potential Repudiation/Moratorium" means the occurrence of the events described in section (i) of the definition of "Repudiation/Moratorium".

"Prior Deliverable Obligation" means:

- (a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), any obligation of the relevant Reference Entity which (i) existed immediately prior to such Governmental Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within the definition of Deliverable Obligation set out in part (a) or (b) of the definition of Deliverable Obligation, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or
- (b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), such Reference Obligation, if any.

"Prior Reference Obligation" means, in circumstances where there is no applicable Reference Obligation, (I) the Reference Obligation most recently applicable, if any, and otherwise, (II) the obligation specified in the relevant Final Terms as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the relevant Reference Entity.

"Private-side Loan" means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

"Prohibited Action" means any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in paragraphs (a) to (d) of the definition of Credit Event) or right of set off by or of a Reference Entity or any applicable Underlying Obligor.

"Public Source" means each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and any successor publications), the main source(s) of business news in the country in which a Reference Entity is organized and any other internationally recognized published or electronically displayed news sources.

"Publicly Available Information" means information that reasonably confirms any of the facts relevant to the determination that the Credit Event described in a Credit Event Notice has occurred and which:

- (i) has been published in or on not less than two Public Sources regardless of whether the reader or user thereof pays a fee to obtain such information;
- (ii) is information received from or published by (A) a Reference Entity (or a Sovereign Agency in respect of a Reference Entity which is a Sovereign) or (B) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or
- (iii) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body,

provided that where any information of the type described above in sections (ii) or (iii) is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information described above in sections (ii) or (iii), recipients may assume that such information has been disclosed to them without violating any law, agreement or understanding regarding the confidentiality of such information and that the Issuer has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Without limitation, Publicly Available Information need not state (i) where applicable, the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity and (ii) that the relevant occurrence (A) has met the Payment Requirement or Default Requirement, (B) is the result of exceeding any applicable Grace Period or (C) has met the subjective criteria specified in certain Credit Events.

"Qualifying Affiliate Guarantee" means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

"Qualifying Guarantee" means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which a Reference Entity irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

- (i) which is structured as a surety bond, financial guarantee insurance policy, letter of credit (or any legal arrangement which is equivalent thereto in form); or
- (ii) pursuant to the terms applicable thereto, the principal payment obligations of the relevant Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or nonoccurrence of an event or circumstance, in each case, other than:
 - (i) by payment;
 - (ii) by way of Permitted Transfer;

- (iii) by operation of law;
- (iv) due to the existence of a Fixed Cap; or
- (v) due to:
 - (A) provisions permitting or anticipating a Governmental Intervention, if "Financial Reference Entity Terms" is specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity; or
 - (B) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the relevant Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a nonpayment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of Bankruptcy in respect of the relevant Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

- (x) the benefit of such guarantee must be capable of being delivered together with the delivery of the Underlying Obligation; and
- (y) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being delivered together with the delivery of such guarantee.

"Qualifying Participation Seller" means any participation seller that meets the requirements specified in the relevant Final Terms. If no such requirements are specified, there shall be no Qualifying Participation Seller.

"Quotation" has the meaning ascribed to it in section Q.II.4(b) (*Determination of Final Price*) of these General Conditions.

"Quotation Amount" has the meaning ascribed to it in section Q.II.4(b) (*Determination of Final Price*) of these General Conditions.

"Redemption Amount" means the applicable redemption amount specified in the relevant Final Terms.

"Redemption Date" means the redemption date applicable to the Securities specified in the relevant Final Terms.

"Redemption Notice" has the meaning ascribed to it in section Q.II.2(b) (*Redemption following a Credit Event*) of these General Conditions.

"Reference Banks" has the meaning ascribed to it in section Q.I.5 (*Credit Linked Notes with interest subject to a Reference Rate*) of these General Conditions.

"Reference Entity" or **"Reference Entities"** means the entity or entities specified as such in the relevant Final Terms. Any Successor to a Reference Entity either (a) identified by the Calculation Agent pursuant to section Q.III (*Succession and substitution events*) of these General Conditions on or following the Trade Date, or (b) identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date, be a Reference Entity (as determined pursuant and subject as provided in section Q.III (*Succession and substitution events*) of these General Conditions).

"Reference Obligation" means in respect of a Reference Entity, the Standard Reference Obligation, if any, unless:

- (a) "Standard Reference Obligation" is specified in the Final Terms as not applicable, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or
- (b) (i) "Standard Reference Obligation" is specified as applicable in the Final Terms (or no election is specified), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the Final Terms, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

"Reference Obligation Only" means in relation to a Reference Entity any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligation Only.

"Reference Obligation Only Trade" means in respect of a Reference Entity (a) "Reference Obligation Only" is specified in the Final Terms as the Obligation Category and the Deliverable Obligation Category and (b) "Standard Reference Obligation" is specified in the Final Terms as not applicable. If the event set out in paragraph (a) of the definition of Substitution Event occurs with respect to the Reference Obligation in a Reference Obligation Only Trade, the Issuer shall, as soon as reasonably practicable thereafter, give notice to the Holders designating a date for redemption of the Securities and the relevant portion of the Securities shall be redeemed at an amount in the currency of the Specified Denomination of the Securities equal to the outstanding nominal amount of the Securities to be redeemed minus the Breakage Costs, subject to a minimum of zero, unless the Securities have otherwise fallen due for redemption.

"Reference Period" means the period from and including the Credit Linkage Start Date to and including the Credit Linkage End Date.

"Reference Rate" means any reference rate specified in the relevant Final Terms.

"Relevant Guarantee" means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, a Qualifying Guarantee.

If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:

- (i) for the purposes of applying the Obligation Category and the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;
- (ii) for the purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics:
 - (a) both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable specified Obligation Characteristics or Deliverable Obligation Characteristics from the following list:
 - Not Subordinated
 - Specified Currency
 - Not Sovereign Lender
 - Not Domestic Currency
 - Not Domestic Law.
 - (b) only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable specified Obligation Characteristics or Deliverable Obligation Characteristics from the following list:
 - Listed Not
 - Domestic Issuance

Assignable Loan
Consent Required Loan
Direct Loan Participation
Transferable Maximum Maturity
Accelerated or Matured
Not Bearer; and

- (iii) for the purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to be references to the Underlying Obligor.

"Relevant Holder" means a holder of the Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement, or amended Notice of Physical Settlement, as applicable.

"Relevant Obligations" means the Obligations of a Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

- (i) any Bonds or Loans outstanding between the relevant Reference Entity and any of its Affiliates, or held by such Reference Entity, shall be excluded;
- (ii) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under paragraph (a) of the definition of Successor, make the appropriate adjustments required to take account of any Obligations of the relevant Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;
- (iii) if "Financial Reference Entity Terms" is specified in the Settlement Matrix for the Transaction Type applicable to such Reference Entity and if Senior Transaction applies with respect to the relevant Reference Entity, the Relevant Obligations shall only include the Senior Obligations of the relevant Reference Entity which fall within the Obligation Category "Bond or Loan"; and
- (iv) if "Financial Reference Entity Terms" is specified in the Settlement Matrix for the Transaction Type applicable to such Reference Entity, and if Subordinated Transaction applies with respect to the relevant Reference Entity, Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the relevant Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall have the same meaning as it would if Senior Transaction applied with respect to the relevant Reference Entity.

"Repudiation/Moratorium" means the occurrence of both of the following events: (i) an authorised officer of a Reference Entity or a Governmental Authority (a) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement, or (b) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement and (ii) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"Repudiation/Moratorium Evaluation Date" means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date, (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium.

"Reset Date" means the first day of the relevant Interest Period.

"Resolve" has the meaning given to that term in the DC Rules and "Resolved", "Resolves" and "Resolving" shall be construed accordingly.

"Restructuring" means that:

- (a) with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between a Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of the Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date and the date as of which such Obligation is issued or incurred:
 - (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest, or (B) the payment of principal or premium;
 - (iv) a change in the ranking in priority of payment of any Obligation causing the Subordination of such Obligation to any other Obligation; or
 - (v) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).
- (b) Notwithstanding the provisions of paragraph (a) of this definition of Restructuring, none of the following shall constitute a Restructuring:
 - (i) the payment in euros of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
 - (ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;
 - (iii) the occurrence of, agreement to or announcement of any of the events described in paragraphs (a)(i) to (v) of this definition of Restructuring due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
 - (iv) the occurrence of, agreement to or announcement of any of the events described in paragraphs (a)(i) to (v) of this definition of Restructuring in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of a Reference Entity provided that in respect of paragraph (a)(v) of this definition of Restructuring only, no such deterioration in the creditworthiness or financial condition of a Reference Entity is required where the redenomination is from euros into

another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

- (c) Unless Multiple Holder Obligation is specified in the Settlement Matrix as not applicable with respect to the Transaction Type of a Reference Entity, then, notwithstanding anything to the contrary in this definition of Restructuring, the occurrence of, agreement to, or announcement of, any of the events described in paragraphs (a)(i) to (v) of this definition of Restructuring shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.
- (d) For the purposes of this definition of Restructuring and the definition of Multiple Holder Obligation, the term Obligation shall be deemed to include Underlying Obligations for which the relevant Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation references to the Reference Entity in paragraph (a) above of this definition of Restructuring shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in paragraph (b) above of this definition of Restructuring shall continue to refer to the Reference Entity.
- (e) If an exchange has occurred, the determination as to whether one of the events described under paragraphs (a)(i) to (v) of this definition of Restructuring has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"Scheduled Interest Payment Date" means each of the scheduled interest payment dates specified in the relevant Final Terms.

"Scheduled Maturity Date" means the scheduled maturity date specified in the relevant Final Terms.

"Selected Deliverable Obligations" has the meaning ascribed to it in section Q.II.4(b) (*Determination of Final Price*) of these General Conditions.

"Seller Merger Notice" has the meaning ascribed to it in section Q.II.5 (*Redemption following a Holder Merger Event*) of these General Conditions.

"Senior Obligation" means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of a Reference Entity.

"Senior Transaction" means, with respect to a Reference Entity, that (a) the Reference Obligation or Prior Reference Obligation, as applicable, in relation to such Reference Entity is a Senior Obligation, or (b) there is no Reference Obligation or Prior Reference Obligation in relation to such Reference Entity.

"Seniority Level" means, with respect to an obligation of a Reference Entity, (a) "Senior Level" or "Subordinated Level" as specified in the Final Terms, or (b) if no such seniority level is specified, "Senior Level" if the Original Non Standard Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which (c) "Senior Level".

"Settlement Currency" or **"Redemption Currency"** means the currency used for the payment of the Issue Price, any redemption amount or any other amount as specified in the relevant Final Terms.

"Settlement Disruption Event" means an event beyond the control of the Issuer and/or the Paying Agent as a result of which the Issuer and/or the Paying Agent cannot make (i) a payment and/or (ii) delivery of one or more asset(s), in each case to the relevant Clearing System or intermediary as and when such payment or delivery is due to be made.

"Settlement Matrix" means the "Credit Derivatives Physical Settlement Matrix", as most recently amended and supplemented as at the Trade Date (unless otherwise provided in the terms of the Securities) and as published by ISDA on its website at http://www.isda.org/c_and_a/Credit-Derivatives-Physical-Settlement-Matrix.html (or any successor website thereto) (which website or any such successor website shall not form part of the Final Terms); provided that if the Calculation Agent determines in its sole and absolute discretion that any provision in the Credit Derivatives Physical Settlement Matrix is not relevant

to the Securities or is inconsistent with any other provision of these General Conditions or the Final Terms, then such provision shall be ignored to the extent that the Calculation Agent so determines it not to be relevant or to be inconsistent.

If and to the extent that the Settlement Matrix refers to the application of any supplement and/or additional provisions with respect to a Transaction Type, the Calculation Agent shall determine the application of such supplement and/or additional provisions to the Securities in accordance with section Q.V (*Application of Settlement Matrix*) of these General Conditions.

"Solvency Capital Provisions" means any terms in an obligation which permit the relevant Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier. "Sovereign" means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including, without limiting the foregoing, the central bank) thereof.

"Sovereign Agency" means any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign thereof acting in a governmental capacity.

"Sovereign Restructured Deliverable Obligation" means an Obligation of a Sovereign Reference Entity (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice or DC Credit Event Announcement has occurred and (b) described by the Deliverable Obligation Category specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity and having each of the Deliverable Obligation Characteristics, if any, specified in the Settlement Matrix for the Transaction Type applicable to the Reference Entity, in each case, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"Sovereign Succession Event" means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other similar event.

"Specified Currency" means an obligation that is payable in the currency or currencies specified as such in the Final Terms (or, if "Specified Currency" is specified and no currency is so specified, any Standard Specified Currency), provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

"Specified Denomination" means the specified denomination specified in the relevant Final Terms.

"SRO List" means the list of Standard Reference Obligations as published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

"Standard Reference Obligation" means the obligation of a Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

"Standard Specified Currency" means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

"Steps Plan" means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the relevant Reference Entity, by one or more entities.

"Subordinated Obligation" means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of a Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the relevant Reference Entity existed.

"Subordinated Transaction" means, with respect to a Reference Entity, that the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation.

"Subordination" means, with respect to an obligation (the **"Second Obligation"**) and another obligation of a Reference Entity to which such obligation is being compared (the **"First Obligation"**), a contractual, trust or similar arrangement providing that (I) upon the liquidation, dissolution, reorganisation or winding-up of such Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation, or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against such Reference Entity at any time that such Reference Entity is in payment arrears or is otherwise in default under the First Obligation. **"Subordinated"** will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the relevant Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and **"Standard Reference Obligation"** is specified in the relevant Final Terms as applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date.

"Substitute Reference Obligation" means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

- (a) The Calculation Agent shall (in its sole and absolute discretion) identify the Substitute Reference Obligation in accordance with paragraphs (c), (d) and (e) of this definition of Substitute Reference Obligation to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.
- (b) If any of the events set forth under paragraphs (i) or (iii) of the definition of Substitution Event (as set out in section Q.III.3 (*Substitution Events with respect to a Non-Standard Reference Obligation*) of these General Conditions) have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and paragraph (c)(ii) of this definition of Substitute Reference Obligation). If the event set forth in paragraph (ii) of the definition of Substitution Event (as set out in section Q.III.3 (*Substitution Events with respect to a Non-Standard Reference Obligation*) of these General Conditions) has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under paragraphs (i) or (iii) of the definition of Substitution Event (as set out in section Q.III.3 (*Substitution Events with respect to a Non-Standard Reference Obligation*) of these General Conditions) occur with respect to such Non-Standard Reference Obligation.
- (c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:
 - (i) is a Borrowed Money obligation of the relevant Reference Entity (either directly or as provider of a guarantee);
 - (ii) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and

- (iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:
 - (I) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (II) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation;
- (B) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:
 - (I) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
 - (II) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (III) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
 - (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation; or
- (C) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:
 - (I) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
 - (II) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
 - (III) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation; or if no such obligation is available,
 - (IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation.
- (d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in paragraph (c) of this definition of Substitute Reference Obligation, the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Issuer in respect of the Securities, as determined by the Calculation Agent (in its sole and absolute discretion). The Calculation Agent will notify the Issuer and the Holders of the Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with paragraph (c) of this definition of Substitute Reference Obligation and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation immediately upon such notification.
- (e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation, then, subject to paragraph (a) of this definition of Substi-

tute Reference Obligation and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with paragraph (b) of this definition of Substitute Reference Obligation, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.

"Substitution Date" means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent has identified the Substitute Reference Obligation in accordance with the definition of Substitute Reference Obligation.

"Substitution Event" has the meaning ascribed to it in section Q.III (*Substitution Events with respect to a Non-Standard Reference Obligation*) of these General Conditions.

"Substitution Event Date" means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event.

"succeed" means with respect to a Reference Entity and its Relevant Obligations, that an entity other than such Reference Entity (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (ii) issues Bonds or incurs Loans (the **"Exchange Bonds or Loans"**) that are exchanged for Relevant Obligations, and in either case the relevant Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations (or such Exchange Bonds or Loans, as applicable). For purposes of the definition of Successor, **"succeeded"** and **"succession"** shall be construed accordingly.

"Succession Date" means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the relevant Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant to paragraph (a) of the definition of Successor would not be affected by any further related successions in respect of such Steps Plan, or (ii) the occurrence of a Credit Event in respect of the relevant Reference Entity or any entity which would constitute a Successor.

"Successor" means in relation to a Reference Entity:

- (a) subject to paragraph (b) below, the entity or entities, if any, determined as follows:
 - (i) subject to clause (a)(vii) below, if one entity succeeds, either directly or as a provider of a Relevant Guarantee to 75% or more of the Relevant Obligations of the relevant Reference Entity, that entity will be the sole Successor;
 - (ii) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25% (but less than 75%) of the Relevant Obligations of the relevant Reference Entity, and not more than 25% of the Relevant Obligations of such Reference Entity remain with such Reference Entity, the entity that succeeds to more than 25% of the Relevant Obligations will be the sole Successor;
 - (iii) if more than one entity each succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25% of the Relevant Obligations of the relevant Reference Entity, and not more than 25% of the Relevant Obligations of such Reference Entity remain with such Reference Entity, the entities that succeed to more than 25% of the Relevant Obligations will each be a Successor, and the Securities will be amended as described in section Q.III.2 (*Multiple Successors*) of these General Conditions;
 - (iv) if one or more entities each succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25% of the Relevant Obligations of the relevant Reference Entity and more than 25% of the Relevant Obligations of such Reference Entity remain with such Reference Entity, each such entity and such Reference Entity will each be a Successor, and the Securities will be amended as described below;
 - (v) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the relevant Reference Entity, but no entity

succeeds to more than 25% of the Relevant Obligations of such Reference Entity and such Reference Entity continues to exist, there will be no Successor and such Reference Entity and the Securities will not be changed in any way as a result of such succession;

- (vi) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the relevant Reference Entity, but no entity succeeds to more than 25% of the Relevant Obligations of such Reference Entity and such Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations each such entity, will be a Successor, and the Securities will be amended as described in section Q.III.2 (*Multiple Successors*) of these General Conditions); and
 - (vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the relevant Reference Entity, and at the time of the determination either (A) such Reference Entity has ceased to exist, or (B) such Reference Entity is in the process of being dissolved (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the "**Universal Successor**") will be the sole Successor.
- (b) An entity may only be a Successor if:
- (i) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January 2014;
 - (ii) the relevant Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of such Reference Entity; and
 - (iii) where the relevant Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.
- (c) In the case of an exchange offer, the determination required pursuant to paragraph (a) of this definition of Successor shall be made on the basis of the Outstanding Principal Balance of Relevant Obligations exchanged and not on the basis of the Outstanding Principal Balance of the Exchange Bonds or Loans (as defined in the definition of "succeed" above).
- (d) If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the relevant Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

"**Successor Backstop Date**" means for purposes of any Successor determination determined by DC Resolution, the date that is 90 calendar days prior to the Successor Resolution Request Date otherwise, the date that is 90 calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered by the Issuer not more than fourteen calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"**Successor Notice**" has the meaning ascribed to it in section Q.III.1 (*General*) of these General Conditions.

"Successor Resolution Request Date" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to a Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"Supranational Organisation" means any entity or organisation established by treaty or other arrangement between two or more Sovereigns and includes, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

"Suspended Interest Amount" has the meaning ascribed to it in section Q.I.2(b) (*Postponement of interest payments*) of these General Conditions.

"Trade Date" means the trade date specified in the relevant Final Terms.

"Transaction Auction Settlement Terms" means the relevant Credit Derivatives Auction Settlement Terms as determined by the Calculation Agent in its sole and absolute discretion, whether or not the Securities are covered by such Credit Derivatives Auction Settlement Terms.

"Transaction Type" means the transaction type applicable to a Reference Entity as specified in the relevant Final Terms.

"Transferable" means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions: (A) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation); (B) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or (C) restrictions in respect of blocked periods on or around payment dates or voting periods.

"Underlying Obligor" means with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

"Underlying Obligation" means, with respect to a guarantee, the obligation which is the subject of the guarantee.

"Valuation Date" means, in respect of a Credit Event, a date chosen by the Issuer in the period from (and including) the day falling 150 calendar days following (a) the occurrence of a DC Credit Event Announcement with respect to such Credit Event or (b) if neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred with respect to such Credit Event, the date the Issuer gave a Credit Event Notice to the Holders to (and including) the 10th Business Day following such date.

"Valuation Final Price" has the meaning ascribed to it in section Q.II.4(b) (*Determination of Final Price*) of these General Conditions.

"Valuation Time" means at or around 11:00 a.m. in the principal trading center for the relevant Selected Deliverable Obligation.

"Voting Shares" shall mean those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

"Weighted Average Quotation" means the weighted average of firm bid quotations obtained from Dealers at or around the Valuation Time, to the extent reasonably practicable, each for an amount of less than the requested Quotation Amount but in aggregate (approximately) equal to the requested Quotation Amount.

VIII. Guidance on the interpretation of the definition of "Failure to Pay"

1. Summary

This section of the General Conditions (the "**Guidance Note**") provides guidance on the interpretation of the definition of "Failure to Pay" in the General Conditions where "Credit Deterioration Requirement" is specified as applicable. This Guidance Note is only intended to assist in the determination of whether an event constitutes a Failure to Pay and is not an aid to interpreting the terms of the General Conditions more broadly.

2. Intention behind the addition of the Credit Deterioration Requirement to the definition of "Failure to Pay"
 - (a) In April 2018, ISDA published a statement from its Board of Directors noting "press reports of instances of credit default swap (CDS) market participants entering into arrangements with corporations that are narrowly tailored to trigger a credit event for CDS contracts while minimising the impact on the corporation, in order to increase payment to the buyers of CDS protection." The ISDA Board of Directors was of the view that "narrowly tailored defaults [...] could negatively impact the efficiency, reliability and fairness of the overall CDS market."
 - (b) The U.S. Commodity Futures Trading Commission Divisions of Clearing and Risk, Market Oversight, and Swap Dealer and Intermediary Oversight also published a statement that the "CDS market functions based on the premise that firms referenced in CDS contracts seek to avoid defaults, and as a result, the instruments are priced based on the financial health of the reference entity. However, recent arrangements appear to involve intentional, or 'manufactured,' credit events that could call that premise into question"¹. Similarly, the UK Financial Conduct Authority published a statement that "'manufactured', events [...] can severely harm confidence and trust in the credit derivatives market"².
 - (c) The Credit Deterioration Requirement related to Failure to Pay was introduced with the intention that a narrowly tailored payment default should not constitute a Failure to Pay Credit Event. It is not possible to devise an exhaustive definition of narrowly tailored payment defaults, but a common feature is that narrowly tailored payment defaults do not, directly or indirectly, result primarily from, or result in, a deterioration in the creditworthiness or financial condition of a Reference Entity. Accordingly, the Credit Deterioration Requirement excludes from the Failure to Pay definition any non-payments that do not directly or indirectly either result from, or result in, a deterioration in the creditworthiness or financial condition of the relevant Reference Entity. This approach has the additional consequence of potentially excluding from the Failure to Pay definition non-payments that are not arranged for the purpose of triggering a Credit Event under a credit derivative transaction, but that are caused by something other than a deterioration in the creditworthiness or financial condition of the relevant Reference Entity.
3. Eligible Information
 - (a) The Calculation Agent may take into account such Eligible Information as is available to it at the time of its determination, and the Calculation Agent is not obliged to conduct any investigation or solicit additional Eligible Information prior to making a determination when it is assessing (i) whether a Reference Entity experienced a deterioration in its creditworthiness or financial condition and (ii) whether the non-payment directly or indirectly resulted from, or resulted in, such deterioration. Eligible Information may include statements made by the relevant Reference Entity but such statements will not necessarily be determinative.
 - (b) The Calculation Agent may presume that the Credit Deterioration Requirement is satisfied in the absence of any Eligible Information to suggest the contrary.
4. Assessment of the Credit Deterioration Requirement
 - (a) The Credit Deterioration Requirement, when specified as applicable, requires that a non-payment must directly or indirectly result from, or result in, a deterioration in the creditworthiness or financial condition of the relevant Reference Entity in order to qualify as a Failure to Pay Credit Event. It should be noted that the financial condition of the relevant Reference Entity at the time it fails to pay is not conclusive as to whether or not such non-payment resulted from, or resulted in, a deterioration in the creditworthiness or financial condition of that Reference Entity. Rather, there must be a causal link between the non-payment and the deterioration in the creditworthiness or financial condition of the relevant Reference Entity. While the expectation is that the

¹ Statement on Manufactured Credit Events by U.S. Commodity Futures Trading Commission Divisions of Clearing and Risk, Market Oversight, and Swap Dealer and Intermediary Oversight of April 24, 2018, available at <https://www.cftc.gov/PressRoom/SpeechesTestimony/divisionsstatement042418>.

² Market Watch December 2018, available at <https://www.fca.org.uk/publication/newsletters/market-watch-58.pdf>.

Credit Deterioration Requirement would generally be met by way of a non-payment resulting from such deterioration, the Credit Deterioration Requirement may also be met by a non-payment that results in such deterioration. This is intended to permit a Failure to Pay to occur where a technical, administrative or operational non-payment occurs that does not itself result from a deterioration in creditworthiness or financial condition, but the consequences of such non-payment result in a deterioration in the creditworthiness or financial condition of the relevant Reference Entity.

- (b) Paragraphs(c) and (d) below respectively set out indicators that the Credit Deterioration Requirement may or may not be satisfied. However, the Calculation Agent will have regard to the broader context in which the non-payment occurred: the factors set out are not exhaustive and no single factor is necessarily conclusive. In circumstances where indicators listed in each of paragraph (c) and (d) 0 are present, the Calculation Agent will need to assess the various indicators, taking into account the purpose of the Credit Deterioration Requirement and the wider context in which such non-payment occurred.
- (c) Eligible Information that is indicative that the Credit Deterioration Requirement is not satisfied may, without limitation, include the following:
- (i) Subject to paragraphs 5(a) and 5(b) below, the non-payment arises directly from an arrangement or understanding (whether or not evidenced in writing) between the relevant Reference Entity and one or more entities where an essential purpose of the arrangement or understanding is to create a benefit under a credit derivative transaction referencing such Reference Entity to either a buyer or seller in such capacity by virtue of triggering a Credit Event due to such non-payment.
 - (ii) An arrangement or understanding within the scope of sub-paragraph (c)(i) above is entered into and, as part of such arrangement or understanding, the relevant Reference Entity agrees to issue or incur either: (i) a new debt obligation which is likely to be the cheapest-to-deliver Deliverable Obligation in any Auction resulting from the Credit Event triggered by such non-payment (i.e. the new debt obligation would trade at a lower value compared to the other debt obligations that could be delivered into the relevant Auction); or (ii) a material amount of additional debt obligations that would constitute Deliverable Obligations in such an Auction.
 - (iii) The non-payment did not result in the relevant Reference Entity's other debt obligations generally being accelerated or becoming capable of being accelerated.³
 - (iv) The relevant Reference Entity had access to sufficient liquidity to meet its debt obligations as they were scheduled to fall due and there is no Eligible Information that such non-payment had a technical, administrative or operational cause.
 - (v) The non-payment was promptly cured following the expiry of the relevant grace period, including a Grace Period deemed under the General Conditions.
 - (vi) Subject to paragraph 5(a) below, the non-payment related only to debt obligations held by affiliates or other persons not likely to accelerate or take enforcement action.
- (c) Eligible Information that is indicative that the Credit Deterioration Requirement is satisfied may, without limitation, include the following:
- (i) The relevant Reference Entity previously announced that it was in financial distress and/or seeking to restructure its debt obligations prior to the non-payment occurring, or other Eligible Information indicates that this is the case (such as the entry into the sort of forbearance, standstill or other similar arrangement with creditors described at paragraph 5(a) below).

³ This is relevant because the consequences of non-payment to the relevant Reference Entity may be an indicator that a payment default was narrowly tailored and that the Credit Deterioration Requirement is not satisfied. However, a non-payment could also occur as a result of a deterioration in the creditworthiness or financial condition of the relevant Reference Entity in circumstances where the non-payment does not exceed the threshold for cross-default. Accordingly, as with each of the other factors, this is only one of the factors to be considered.

- (ii) The relevant Reference Entity previously appointed professional financial advisors that specialise in restructuring and/or insolvency situations.
 - (iii) The non-payment occurs pursuant to the terms of a creditor process that is overseen by or approved by a court or independent insolvency official.
 - (iv) The non-payment related to debt obligations that were, at the time of the non-payment, held by a number of parties.
 - (v) The non-payment occurred because the relevant Reference Entity was not able to re-finance (including as a result of general market conditions or external factors) in order to meet its debt obligations when due.
 - (vi) The payment date on which the non-payment occurred was a scheduled payment date under the terms of the debt obligation at the time such debt obligation was originally incurred; or if such payment date was amended, it was amended well before the date such non-payment occurred.
 - (vii) Regarding whether the non-payment directly or indirectly resulted in a deterioration in the creditworthiness or financial condition of the relevant Reference Entity, following or as a result of the non-payment, any of the following occurs: (i) other debt obligations of the relevant Reference Entity are generally accelerated or capable of acceleration; (ii) the relevant Reference Entity fails to pay in respect of its other debt obligations; and/or (iii) a Bankruptcy occurs in respect of the relevant Reference Entity.
- (c) If a non-payment occurs which arises directly or indirectly from, or is subject to a defence based upon, the matters set out in (a), (b), (c) and (d) of the definition of "Credit Event" in section Q.VII (*Certain definitions*) of these General Conditions (the "**Relevant Factors**"), even in the absence of the indicators in paragraph (c) above, the Calculation Agent may presume the existence of such Relevant Factors to have been a product of a deterioration in the creditworthiness or financial condition of the relevant Reference Entity, absent Eligible Information (such as those indicators listed in paragraph (b) above) to the contrary.

5. Forbearance, standstill and other bona fide arrangements

- (a) If a Reference Entity enters into a forbearance, standstill or other similar arrangement with its creditors for bona fide commercial reasons related to a deterioration in its creditworthiness or financial condition, this would rarely result in a determination that the relevant non-payment by that Reference Entity did not directly or indirectly result from a deterioration in the creditworthiness or financial condition of that Reference Entity. Eligible Information that (i) a Reference Entity has entered into such arrangement with its creditors other than on arm's length terms, (ii) no written and binding agreement setting out the terms of such arrangement exists and/or (iii) such arrangement is not entered into between the relevant Reference Entity and a significant portion of its creditors by value, may indicate that such forbearance, standstill or other similar arrangement has not been entered into for bona fide commercial reasons related to the credit deterioration of the relevant Reference Entity.
- (b) Creditors who have hedged their exposure to a Reference Entity using credit derivative transactions may be likely to reject any restructuring of such Reference Entity's debt obligations if the terms of such restructuring would impair the value of such credit derivatives transaction. Accordingly, within the context of a bona fide debt restructuring, if the relevant Reference Entity enters into an arrangement or understanding with such creditors that includes a failure to make a payment with the purpose of causing settlement of such credit derivative transactions so as to increase the likelihood of success of such bona fide restructuring, and in circumstances where without such restructuring the relevant Reference Entity would be likely to enter into bankruptcy or similar proceedings, such arrangement or understanding should generally be considered to have the essential purpose of facilitating such restructuring rather than creating a benefit under a credit derivative transaction as described in paragraph 4(c)(i) above.

R. DEFINITIONS

For the purpose of these General Conditions, the following terms shall have the meaning ascribed to them below. The definitions are applicable to all Securities issued under this Base Prospectus and shall be read in conjunction with the additional terms and conditions set out in the Final Terms related to the Securities. Definitions used in the relevant Final Terms, but not defined or not defined otherwise herein or in another section of this Base Prospectus, shall have the meaning given to them in the Final Terms.

"Additional Termination Event" means:

- (a) the occurrence of a Change in Law, a Hedging Disruption, Increased Cost of Hedging, Tax Event and/or Illegality/Impracticability; and
- (b) in relation to a currency exchange rate used as Underlying or Basket Component, any of the following events:
 - (i) The determination and/or publication of the price of a currency used in relation to the currency exchange rate is discontinued permanently, or the Issuer or the Calculation Agent obtains knowledge about the intention to do so.
 - (ii) The currency used in connection with the currency exchange rate is, in its function as legal tender, in the country or jurisdiction, or countries or jurisdictions, maintaining the authority, institution or other body which issues such currency, replaced by another currency, or merged with another currency to become a common currency, or the Issuer or the Calculation Agent obtains knowledge about the intention to do so.
 - (iii) A Relevant Country (A) imposes any controls or announces its intention to impose any controls or (B) (1) implements or announces its intention to implement or (2) changes or announces its intention to change the interpretation or administration of any laws or regulations, in each case which the Calculation Agent determines is likely to affect the Issuer's and/or any of its Affiliates' ability to acquire, hold, transfer or realise the currency used in connection with the currency exchange rate or otherwise to effect transactions in relation to such currency.
 - (iv) The occurrence at any time of an event, which the Calculation Agent determines would have the effect of preventing, restricting or delaying the Issuer and/or any of its Affiliates from:
 - (A) converting the currency used in connection with the currency exchange rate into the Settlement Currency or into another currency through customary legal channels or transferring within or from any Relevant Country any of these currencies, due to the imposition by such Relevant Country of any controls restricting or prohibiting such conversion or transfer, as the case may be;
 - (B) converting the currency used in connection with the currency exchange rate into the Settlement Currency or into another currency at a rate at least as favourable as the rate for domestic institutions located in any Relevant Country;
 - (C) delivering the currency used in connection with the currency exchange rate from accounts inside any Relevant Country to accounts outside such Relevant Country; or
 - (D) transferring the currency used in connection with the currency exchange rate between accounts inside any Relevant Country or to a party that is a non-resident of such Relevant Country; and
- (c) in relation to a share used as Underlying or Basket Component, any of the following events:
 - (i) The Issuer obtains knowledge about the intention to discontinue permanently the quotation of the shares of the Company in the Relevant Trading System or on the Relevant

Exchange, as the case may be, due to a merger or a new company formation, due to a transformation of the Company into a legal form without shares, or due to any other comparable reason, in particular as a result of a delisting of the Company.

- (ii) An insolvency proceeding or any other similar proceeding under the jurisdiction applicable to and governing the Company is initiated with respect to the assets of the Company.
 - (iii) Take-over of the shares of the Company, which in the Issuer's opinion, results in a significant impact on the liquidity of such shares in the market.
 - (iv) Offer to the shareholders of the Company to convert existing shares of the Company to cash settlement, to Securities other than shares or rights, which are not quoted on a stock exchange and/or in a trading system; and
- (d) in relation to a certificate representing shares used as Underlying or Basket Component, any of the following events:
- (i) The Issuer obtains knowledge about the intention to discontinue permanently the quotation of the certificate representing shares on the Relevant Exchange.
 - (ii) An insolvency proceeding or any other similar proceeding under the jurisdiction applicable to and governing the company, which has issued the underlying shares is initiated with respect to the assets of such company;
- (e) in relation to a fund unit used as Underlying or Basket Component, the occurrence of a Potential Adjustment Event (as defined in section J.I.2 (*Occurrence of a Potential Adjustment Event*) of these General Conditions);
- (f) in relation to Securities linked to a Reference Portfolio, any of the following events:
- (i) The determination and/or publication of the level of the Reference Portfolio is discontinued permanently or the Issuer or the Calculation Agent obtains knowledge about the intention to do so.
 - (ii) Due to the coming into effect of changes in laws or regulations (including but not limited to tax laws) at the reasonable discretion of the Issuer the holding, acquisition or sale of any Reference Portfolio Constituent is or becomes wholly or partially illegal; and
- (g) any other events specified in the relevant Final Terms.

"Affiliate" means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"Agent(s)" means the Calculation Agent, the Paying Agent or any other agent appointed by the Issuer as specified in the relevant Final Terms, or all of them together.

"AUD" has the meaning ascribed to it in section A.III (*Currency/-ies of the Securities*) of these General Conditions.

"Basket" means the basket of assets that may be applicable as Underlying.

"Basket Component" means a component of a basket of assets serving as Underlying.

"Basket Component Calculation Date(s)" means the calculation date(s) of the Basket Component specified in the relevant Final Terms.

"Breakage Costs" means the amount of losses or costs of the Issuer and/or its affiliates that are or would be incurred following the occurrence of an Early Termination Event in terminating any hedging arrangement or in replacing or providing the Issuer the economic equivalent of the material terms that the Issuer would have had under the Securities but for the occurrence of the Early Termination Event.

"Business Day" means in connection with any payment procedure (a) a day on which foreign exchange markets settle payments in the Settlement Currency/-ies; (b) if "TARGET2", "TARGET" or "Target Settlement Date" is specified in the relevant Final Terms, any day on which TARGET2 (the Trans-European Automated Real-time Gross Settlement Express Transfer System 2) is open; and (c) any other day (other than Saturday and Sunday) on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places as specified in the relevant Final Terms as a "Business Day".

"Calculation Agent" means the entity specified as calculation agent in the relevant Final Terms.

"Change in Law" means that at the reasonable discretion of the Issuer due to (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws) or (b) a change in relevant case law or administrative practice (including but not limited to the administrative practice of the tax authorities) or (c) the holding, acquisition or sale of the Underlying or a Basket Component respectively is or becomes wholly or partially illegal or (d) unless the Securities are traded on a regulated market organised and managed by Borsa Italiana S.p.A. or EuroTLX SIM S.p.A., the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or negative consequences with regard to tax treatment), if such changes become effective on or after the pricing date of the Securities.

"CHF" has the meaning ascribed to it in section A.III (*Currency/-ies of the Securities*) of these General Conditions.

"Clearing System" has the meaning ascribed to it in section A.V (*Clearing and settlement of Securities*) of these General Conditions.

"Clearstream, Frankfurt" has the meaning ascribed to it in section A.V.4 (*Clearstream, Frankfurt*) of these General Conditions.

"Clearstream, Luxembourg" has the meaning ascribed to it in section A.V.5 (*Clearstream, Luxembourg*) of these General Conditions.

"CISA" means the Swiss Federal Act on Collective Investment Schemes, as the same may be amended from time to time.

"CO" has the meaning ascribed to it in section A.I.1 (*Form of the Securities*) of these General Conditions.

"Component(s)" means the individual underlying value(s) or component(s) of an Underlying.

"Constituents Business Day" means in respect of any Reference Portfolio Constituent, any day on which (i) the Relevant Exchange and the Relevant Futures and Options Exchange are scheduled to be open for trading, notwithstanding any day on which they close for business prior to their regular weekday closing time and (ii) the Calculation Agent is open for business.

"Currency Conversion" means the currency conversion specified in the Final Terms.

"Early Termination Amount" means, in respect of each Security, an amount in the Settlement Currency/-ies to be determined by the Calculation Agent on the basis of the fair market value of the Securities (including any accrued but unpaid interest) less any Breakage Costs.

"EUR" has the meaning ascribed to it in section A.III (*Currency/-ies of the Securities*) of these General Conditions.

"Euroclear" has the meaning ascribed to it in section A.V.6 (*Euroclear*) of these General Conditions.

"Expiration Date" means the expiration date specified in the Final Terms.

"Final Valuation Date" means the final valuation date specified in the Final Terms.

"Fixing Date" means the fixing date specified in the Final Terms.

"FX Disruption Event" means:

- (a) for any Securities other than Portfolio Certificates, the occurrence (in the reasonable determination of the Calculation Agent) of any of the following events: (a) a relevant currency ceases to exist and is replaced by a new currency in a relevant jurisdiction; (b) a relevant FX Rate splits into dual or multiple currency exchange rates; (c) it is or becomes or is likely to become impossible or impracticable for the Issuer to obtain any currency or obtain or use a FX Rate in an appropriate amount; (d) any event that makes it or is likely to make it impossible and/or impracticable for the Issuer to convert one relevant currency into another through customary legal channels (including, without limitation, any event that has the direct or indirect effect of hindering, limiting or restricting convertibility by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on repatriation of one currency into another currency); and/or (e) any event in or affecting any relevant jurisdiction that makes it or is likely to make it impossible and/or impracticable for the Issuer to deliver any relevant currency into a relevant account; and
- (b) for Portfolio Certificates, (i) an event that generally makes it illegal, impossible, impractical or inadvisable to convert 1 (one) unit of the currency in which any Reference Portfolio Constituent denominated in any currency other than the redemption currency (the "**Denomination Currency**") into the redemption currency, or any event that generally makes it impossible to deliver the redemption currency from accounts in which they are held to accounts outside of the jurisdiction of the Denomination Currency; or (ii) the general unavailability to exchange the redemption currency at a spot rate (applicable to the purchase of the redemption currency for the Denomination Currency) in any legal currency exchange market in the principal financial centre for the Denomination Currency, if, in the determination of the Calculation Agent, the occurrence of any such event is material.

"FX Rate" means each rate specified as underlying foreign exchange rate in the relevant Final Terms which, unless otherwise specified in such Final Terms, shall be the exchange rate of one currency for another currency expressed as a number of units of one currency per one unit of the other relevant currency.

"GBP" has the meaning ascribed to it in section A.III (*Currency/-ies of the Securities*) of these General Conditions.

"Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a relevant jurisdiction.

"Hedging Disruption" means:

- (a) for any Securities other than Portfolio Certificates, that the Issuer is not able to (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which at the reasonable discretion of the Issuer are needed by the Issuer in order to provide protection against price risk or other risks with regard to obligations under the Securities, or (b) realise, reclaim or pass on proceeds from such transactions or assets (respectively) under conditions which are economically substantially equal to those on the pricing date of the Securities.
- (b) for Portfolio Certificates, that it would not be reasonably practicable or it would otherwise be undesirable, for any reason, for a Notional Investor to (i) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which at the reasonable discretion of such Notional Investor are needed by such Notional Investor in order to provide protection against price risk or other risks with regard to obligations under the Securities, or (ii) realise, reclaim or pass on proceeds from such transactions or assets (respectively) under conditions which are economically substantially equal to those on the issue date of the Securities, as determined by the Calculation Agent, in its reasonable discretion. Such reasons may include, but are not limited to (aa) any material illiquidity in the market for any Reference Portfolio Constituent or Eligible Constituent, (bb) a change in any applicable law (including, without limitation, any tax law) or the promulgation of, or change in, the interpretation of any court, tribunal or regulatory authority

with competent jurisdiction of any applicable law (including any action taken by a taxing authority) or (cc) the general unavailability of market participants who would agree to enter into any such hedging transaction on commercially reasonable terms or at all.

"**HKD**" has the meaning ascribed to it in section A.III (*Currency/-ies of the Securities*) of these General Conditions.

"**Illegality/Impracticability**" means that the performance of any of the Issuer's obligations under the Securities has become, or there is a substantial likelihood that it will become, illegal or impracticable, in whole or in part, as a result of (a) any change in financial, political or economic conditions or foreign exchange rates, or (b) compliance by the Issuer or any of its Affiliates with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative or judicial authority or power or in interpretation thereof.

"**Increased Cost of Hedging**" means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the pricing date of the Securities in order to (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which at the reasonable discretion of the Issuer are needed in order to provide protection against price risk or other risks with regard to obligations under the Securities, or (b) realise, reclaim or pass on proceeds from such transactions or assets, respectively with increased costs due to a deterioration of the creditworthiness of the Issuer not to be considered Increased Cost of Hedging.

"**Index**" means the index specified in the relevant Final Terms.

"**Index Calculator**" means the entity specified in the relevant Final Terms that maintains, calculates and publishes an Index.

"**Index Sponsor**" means the entity specified in the relevant Final Terms that calculates and publishes an Index.

"**Intermediated Securities**" has the meaning ascribed to it in section A.I.1 (*Form of the Securities*) of these General Conditions.

"**JPY**" has the meaning ascribed to it in section A.III (*Currency/-ies of the Securities*) of these General Conditions.

"**Lead Manager**" means the lead manager specified in the relevant Final Terms.

"**Level of the Reference Portfolio**" means the level of the Reference Portfolio as determined by the Calculation Agent on each Reference Portfolio Calculation Date as specified in the relevant Final Terms.

"**Loss of Stock Borrow**" means that, at any time, the Issuer is unable, after using commercially reasonable efforts to borrow (or maintain borrowing of) an Underlying or a Basket Component or, in case of Portfolio Certificates, any Reference Portfolio Constituents_(i), which are or may be stock constituents_(i), ETF constituents_(i), total return index constituents_(i) or excess return index constituents_(i), as specified in the Final Terms, or as the case may be, if in the applicable Final Terms in the definition of "Securities" a "Consideration of Components" is specified to be applicable, any component of any such Reference Portfolio Constituents_(i) in a number equal to the relevant number of stocks, ETF units, or other Reference Portfolio Constituents comprising the basket of Reference Portfolio Constituents_(i) comprising the Reference Portfolio at such time at a rate equal to or less than the maximum stock loan rate as applicable and as specified in the applicable Final Terms.

"**Main Depository**" has the meaning ascribed to it in section A.I.1 (*Form of the Securities*) of these General Conditions.

"**NAV**" means, if not otherwise specified in the relevant Final Terms, the fund's net asset value as calculated and published by the fund's administrator in accordance with the relevant fund's prospectus and constitutional documents by adding the value of all the assets of the fund and deducting the total liabilities (including, in particular but not limited to, any fees (including an advisory fee and an incentive fee) payable to the fund's advisor, the administrator, the bank and the custodian of the fund, all borrowings, brokerage fees, provisions for taxes (if any), allowances for contingent liabilities and any other costs and

expenses reasonably and properly incurred to the bank or the custodian of the fund in effecting the acquisition or disposal of securities or in administering the fund) of the fund.

"Notional Investor" means a hypothetical investor in a portfolio equivalent to the Reference Portfolio in the legal form of a corporate entity having its registered place of business in Switzerland which may or may not act through its London branch or Jersey branch.

"Paying Agent" means the paying agent specified in the relevant Final Terms.

"Physical Underlying" means the physical Underlying specified in the relevant Final Terms.

"Price of the Basket Component" means the price of the Basket Component specified in the relevant Final Terms.

"Price of the Underlying" means the price of the Underlying specified in the relevant Final Terms.

"Reference Portfolio" means the portfolio of assets that may be applicable as Underlying.

"Reference Portfolio Component" means a Reference Portfolio Constituent and or cash position.

"Reference Portfolio Constituent" means a constituent of a portfolio of assets serving as Underlying.

"Reference Portfolio Calculation Date(s)" means the calculation date(s) of the Reference Portfolio specified in the relevant Final Terms.

"Relevant Country" means with respect to the Underlying or a Basket Component, each of (i) any country (or any political or regulatory authority thereof) in which the currency used as Underlying or Basket Component is the legal tender or currency; and (ii) any country (or any political or regulatory authority thereof) with which the currency used as Underlying or Basket Component has a material connection and, in determining what is material the Calculation Agent may, without limitation, refer to such factors as it may deem appropriate at its reasonable discretion.

"Relevant Exchange" means the exchange specified in the relevant Final Terms.

"Relevant Exchange Market" means the exchange market specified in the relevant Final Terms.

"Relevant Futures and Options Exchange" means the futures and options exchange specified in the relevant Final Terms.

"Relevant Reference Agent" means the reference agent specified in the relevant Final Terms.

"Relevant Reference Market" means the reference market specified in the relevant Final Terms.

"Relevant Trading System" means the trading system specified in the relevant Final Terms.

"Roll Over Date" means the roll over date specified in the relevant Final Terms.

"Screen Page" means the screen page in relation to the relevant interest rate or reference rate serving as Underlying indicated in the Final Terms.

"Settlement Currency/-ies" or **"Redemption Currency/-ies"** means the currency or currencies used for the payment of the issue price, any redemption amount or any other amount as specified in the relevant Final Terms.

"Settlement Cycle" means time period in which settlement will customarily occur according to the rules of the Relevant Trading System or the Relevant Exchange, as the case may be.

"SGD" has the meaning ascribed to it in section A.III (*Currency/-ies of the Securities*) of these General Conditions.

"Share" means the share indicated in the Final Terms.

"**SIX SIS**" has the meaning ascribed to it in section A.V.3 (*SIX SIS*) of these General Conditions.

"**Tax Event**" means that the Issuer (a) on the occasion of a payment or delivery due under the Securities, has or will become obliged to pay additional amounts as a result of (i) any change in, or amendment to, the laws or regulations of any jurisdiction in which the Issuer is or becomes subject to tax or any political subdivision or any authority thereof or therein having power to tax, or (ii) any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the issue date of the Securities; and (b) such obligation cannot be avoided by the Issuer taking reasonable measures (but not the substitution of the Issuer) available to it.

"**Underlying(s)**" means the underlying or underlyings referenced by the Securities, as specified in the relevant Final Terms.

"**Underlying Calculation Date(s)**" means the calculation date(s) of the Underlying specified in the relevant Final Terms.

"**Underlying Currency**" means the underlying currency specified in the relevant Final Terms.

"**Underlying Shares**" means the underlying shares specified in the relevant Final Terms.

"**Valuation Date**" means the valuation date specified in the relevant Final Terms.

"**Valuation Averaging Date**" means the valuation averaging date specified in the relevant Final Terms.

CONDITIONS INCORPORATED BY REFERENCE (CONTINUOUS OFFERING)

The Securities offered and/or listed on a regulated or another equivalent market under this Base Prospectus are issued either:

- (a) under the General Conditions as well as any additional conditions contained in this Base Prospectus ("**Option 1**"); or
- (b) under the terms and conditions set out in the programme documentation referenced in the Annex to this Base Prospectus (the "**Preceding Terms and Conditions**") ("**Option 2**").

Option 2 applies in case of an actual or potential continued offer to the public of Securities which have originally been issued under any of the Preceding Terms and Conditions. Option 1 applies in all other circumstances.

Each of the Preceding Terms and Conditions are incorporated by reference into this Base Prospectus (cf. section titled "*Incorporation by reference*").

The applicable Final Terms will specify if Option 2 applies to the relevant Securities and which Preceding Terms and Conditions will apply to such Securities. If no reference to Option 1 or Option 2 is made in the relevant Final Terms, Option 1 will apply to the relevant Securities.

INFORMATION ABOUT THE UNDERLYING

The Securities may be based on the performance of a share (including a certificate representing shares), an index (including indices composed by the Issuer and other legal entities belonging to the UBS AG or one of its affiliates), a currency exchange rate, a precious metal, a commodity, an interest rate, an UBS internal reference rate, a non-equity security, a fund unit, a futures contract, an actively managed notional reference portfolio, a dynamic strategy, a crypto asset, a reference obligation, or, as the case may be, and as specified in the relevant Final Terms, another reference rate (including, but not limited to, interest rate swap (IRS) rates, currency swap rates or, as the case may be, credit default swap levels) or any other asset, as well as a basket, strategy or portfolio comprising the aforementioned assets or any other asset (each such asset, an "**Underlying**").

In case the Securities are based on the performance of a Reference Portfolio, the constituents or components of such Reference Portfolio may comprise, inter alia, long and/or short positions in one or more of stocks, precious metals, commodities, exchange traded funds, funds, futures, total return or excess return indices, equity options, FX forwards, FX options, credit default swaps, bonds, securitised products and/or synthetic currency accounts and a cash position, as specified in the relevant Final Terms.

In case an index is used as Underlying or, as the case may be, a basket component, is provided by a legal entity acting in association with, or on behalf of, the Issuer, the complete set of rules of the index and information on the performance of the index will be freely accessible on the Issuer's website. The governing rules (including methodology of each such index for the selection and the re-balancing of the components of such index, description of market disruption events and adjustment rules) are based on predetermined and objective criteria.

In case an Underlying or, as the case may be, a basket component, used to determine any amount payable under the Securities qualifies as a benchmark within the meaning of the Regulation of the European Parliament and of the Council on indices used as benchmarks in certain financial instruments and financial contracts or to measure the performance of investment funds (the "**EU Benchmarks Regulation**"), the information stating whether the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to article 36 of the EU Benchmarks Regulation can be obtained from the public registers website: <https://www.esma.europa.eu/databases-library/registers-and-data>. Furthermore, transitional provisions in the EU Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Final Terms. The registration status of any administrator under the EU Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

The applicable Final Terms will specify the relevant Underlying, if any, and, to the extent appropriate and/or required by applicable laws and regulations, state where information on the relevant Underlying can be found and whether or not the Issuer intends to provide further information on the Underlying.

FORMS OF FINAL TERMS

FORM OF FINAL TERMS: SECURITIES WITH CAPITAL PROTECTION

[In case of Products which are subject to Option 2 (as defined in the Base Prospectus) or in case the Products provide for certain special or additional features, the Issuer is free to deviate from the below standard as appropriate irrespective of whether or not the text in a specific section is bracketed.]

[Insert Product Name]

[Linked to [•] [[equally-weighted] Basket of[•]] [[•] Index] [[•] Rate]] [[•] year [CCY] [Swap] Rate and [•] year [CCY] [Swap] Rate]] [worst of [•]] [[CCY] vs. [Base CCY]] [[CCY1] / [CCY2]] [[CCY2],... and [•] vs. [BaseCCY]] [•]]

[with Early Redemption Feature] [•]]

Issued by [UBS AG], [London] [Jersey] [Hong Kong] Branch under the UBS Swiss Base Prospectus for the Issuance of Securities [•]

[Cash] [physical] settled [Quanto Style] [•]

[[SVSP]/[EUSIPA] Product Type:]

[Capital Protection Note with Participation (1100 [Partial Capital Protection] [Capped Participation] [[•]-Callable] [•])]

[Capital Protection Note with Barrier (1130 [Partial Capital Protection] [[•]-Callable] [Barrier Observation [at Daily Close] [at Expiry]] [Continuous Barrier Observation] [•])]

[Capital Protection Note with Twin-Win (1135 [•])]

[Capital Protection Note with Coupon (1140 [Partial Capital Protection] [[•]-Callable] [Variable Coupon] [Coupon at Risk] [•])]

[Valor: [•]] / [ISIN: [•]] / [WKN: [•]] / [SIX Symbol: [•]] [•]]

[Indicative] Final Terms

[The Product does not represent a participation in any of the collective investment schemes pursuant to article 7 et seq. of the Swiss Federal Act on Collective Investment Schemes (CISA) and thus does not require an authorisation of the Swiss Financial Market Supervisory Authority (FINMA). Therefore, investors in this Product are not eligible for the specific investor protection under the CISA. Moreover, investors in this Product bear the issuer risk. Furthermore, this Product does not benefit from any depositor protection under article 37a of the Swiss Federal Act on Banks and Savings Banks (Banking Act) or other forms of deposit insurance under any other law as might be applicable to this Product.]

[Information on Underlying] [Underlying Details]

[Insert (a) name and/or general description of the underlying asset(s), (b) ISIN or other security numbers/identifiers relating to the underlying assets(s), if any, and (c) specification of trading venue for (publicly) traded underlying(s) or indication where the price determination with respect to the underlying asset(s) is accessible.]

[Insert further information (a) relating to the type of the underlying asset(s) and/or (b) the discretionary management of the underlying asset(s), if applicable.]

[Underlying information may be presented as a table or in any other form.] [•]

[Product Structure]

[Insert product structure description as applicable or delete.] [•]

[Product Details] [Main Details]

[Security Numbers	[Valor: [•]] / [ISIN: [•]] / [WKN: [•]] / [Common Code: [•]] [•]]
[SIX Symbol	[•]]
[Aggregate Nominal Amount	[CCY] [•]]
[[Specified] Denomination [/ Nominal] [/ Par Value]	[CCY] [•] [per Product] [(traded in nominal)] [[•] Units (traded in Units)] [•]]
[Calculation Amount	[CCY] [•]]
[[Indicative] Issue Price [[per unit] [per Product] [per Certificate]]	[CCY] [•] [[(=)[•]][%] of the [Initial Level of the Certificates] [of the [[Specified]Denomi- nation] Percentage Quotation [subject to market conditions]]] [Unit(s)] [(Unit Quota- tion))] [•]]
[Settlement Currency	[•] [(Quanto)]]
[Redemption Currency	[•] [(Quanto)]]

[Interest	<i>[Insert Interest Period, Interest Rate [(variable)][(fixed)] p.a., Day Count Fraction, Interest Entitlement, Record Date, Target Interest Amount, Aggregate Interest Amount etc. as applicable.]</i> <i>[Insert further Interest calculation methodology and description as applicable or delete.]</i> <i>[Information may be displayed as a table or in any other form.] [●]</i>
[Redemption Amount per Product	[●]
[[●] [[Bi-Monthly] [Quarterly] [Semi-Annual] Payment ("Coupon")]	[●][%] [p.a.] [one-time payment] [paid [quarterly] [[bi-monthly] [[semi-annually] [and [in arrears.]] [Coupon payment per Denomination will be [CCY] [●] on the relevant Coupon Payment Date(s).] [●]
[Coupon] [Bonus] [Rate]	[●]
[(indicative)]	
[Minimum Interest Rate (Floor)	[●] [%] [p.a.]
[Maximum Interest Rate (Cap)	[●] [%] [p.a.]
[Interest Rate Fixing	[The Interest Rate is fixed in [advance], [zero] [two (2)] [●] [London] [New York] [Zurich] [●] business days] [prior to the start of the relevant Interest Period] [and will be rounded to [five (5)] decimal places.] [The Interest will be paid in arrears.] [●]
[Capital Protection	[●] [%] [of Nominal] [(=[CCY] [●])] [as of the [Redemption Date][Expiration Date]] [(subject to the credit risk of the Issuer)] [[●][%] of the [[Specified]Denomination]] [●]
[Bonus Level	[●][%] [●]
[Bonus Payment	[●][%] [as of [Redemption Date], if a [Bonus Event] has occurred.] [●]
[Participation	[●][%] [on the Underlying] [as of [Expiration Date]] [as of [Expiration Date, if a Barrier Event has [not] occurred] [on the [worst] performing Underlying as of Expiration Date] [on the Underlying Basket] [●]
[Maximum Redemption Amount	[●][%] [of Nominal] [(=[CCY] [●])] [●]
[Quanto Style	[The Redemption is not subject [to any exchange rate] [to the [[CCY1][CCY2]] [and [[CCY3][CCY4]] [●] exchange rate.]] [●]
[Floor Level	[●][%] [as of [Expiration Date] [Redemption Date]] [if a [Barrier Event] has [not] occurred.] [●]
[Cap Level	[●][%] [as of [Expiration Date] [Redemption Date]] [if a [Barrier Event] has [not] occurred.] [●]
[Rebate	[●][%] [as of [Expiration Date] [Redemption Date]] [if a [Barrier Event] has [not] occurred.] [●]
[Fees	[●]
[Offering Premium	[●]
[Underlying Basket's Strike Level	[●][%] [of Nominal] [(=[CCY] [●])] [●]
[[Quoting Type]/Quotation]	[Secondary market prices are quoted [[dirty][clean]] [in [Units][percentage]] [accrued [interest] [interest amount] is [not] included in the price.] [●]
[Issuer Call Option	[The Issuer has the option, on the day that is [●] Business Days before each Roll Date (each a " Call Option Exercise Date ") to call all the Products then outstanding. The Product will be redeemed at the Value per Product as of the next Roll Date which is [●] Business Days after the Issuer has exercised its option on such Call Option Exercise Date, subject to adjustments in accordance with the Business Day Convention.] [●]
[Investor Put Option	[Each investor has the option, on the day that is [●] Business Days before each Roll Date (each a " Put Option Exercise Date "), whereby notice has to be received by the Calculation Agent no later than [11 a.m. London time] on such Put Option Exercise Date, to put the Products then outstanding and held by such investor. The Product will be repaid at the Value per Product as of the next Roll Date which is [●] Business Days after the Put Option Exercise Date, subject to adjustments in accordance with the Business Day Convention.] [●]
<i>[Insert additional product details as applicable.</i>	[●]

[Insert if applicable or delete: Return Details]

[Insert return details (including formula(s)) as applicable or delete.] [●]

[Dates]

[[Start of the public offer of the [Securities][Products]] [Launch Date]	[●] [(indicative)]
[Subscription Period	[●] [until [●]] [(=[CET])] [(please note that the Subscription Period can be extended or can close earlier)] [●]

[Pricing Date [{"Pricing"}] [/Fixing Date]	[•] [(indicative)]
[Trade Date]	[•] [(indicative)]
[Issue Date [/ [Initial] Payment Date] [{"Issue Date"}]	[•] [(indicative)]
[Strike Date]	[•] [(live strike)]
[Fixing Date(s)]	[•] [(indicative)]
[Accrual Dates]	[[•], [•], [•] and [•].] [•]]
[Accrual Period]	[Period between two subsequent Accrual Dates, from and including the Accrual Date at the beginning of the relevant Accrual Period and to but excluding the immediately following Accrual Date. The last Accrual Period will be the period from and including the last Accrual Date to but excluding the Redemption Date.] [•]]
[Interest Observation Date(s)]	[[•], [•], [•] and [•] [the last day of [•] every year, from and including [•] to and including [•] [(subject to Market Disruption Event provisions)] [•]] [The Interest Observation Dates shall be adjusted in accordance with the Business Day Convention.] [•]]
[Interest Payment Date(s)]	[[•] Business Days after the relevant [Interest Observation Date.]] [The Interest Payment Dates shall be adjusted in accordance with the Business Day Convention, [however the Interest Periods shall remain unadjusted.] [[•], [•], [•], and [•] [the last day of [•] every year, from and including [•] to and including [•] [(subject to Market Disruption Event provisions)] [•]]
[Coupon Payment Date(s)]	[[•], [•], [•], and [•] [the last day of [•] every year, from and including [•] to and including [•] [(subject to Market Disruption Event provisions)] [•]]
[Interest Commencement Date]	[•]]
[Interest Period]	[The initial Interest Period will be the period from and including the Issue Date to but excluding the first Interest Payment Date. Each subsequent Interest Period will be the period between two successive Interest Payment Dates, from and including one Interest Payment Date to but excluding the immediately following Interest Payment Date.] [Each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.] [•]]
[First [SIX] [Trading] [Listing] [Day][Date]/[Time]]	[•]/[•] [CET] [(anticipated)]
[Last [SIX] [Trading] [Listing] [Day][Date]/[Time]]	[•]/[•] [CET] [(anticipated)]
[[Redemption Date] [Maturity Date]]	[•] [(subject to Market Disruption Event provisions)] [(subject to Disruption and Extraordinary Termination provisions)] [(subject to adjustments in accordance with the Business Day Convention.)] [the Product does not have a fixed [Redemption] [Maturity] Date (Open End).] [•]]
[Early Expiration Date]	[•]]
[Expiration Date [and Time] ("Expiry")]	[•] [(subject to Market Disruption Event provisions)] [(subject to Disruption and Extraordinary Termination provisions)] [(subject to adjustments in accordance with the Business Day Convention.)] [•]]
[Early Redemption Date]	[•]]
[Early Redemption Option Exercise Dates]	[Mean each [•], [•], [•] and [•] of a year, starting on [•].] [•]]
[Optional Redemption Dates]	[[•] and [•] [<i>insert further dates, as applicable</i>] every year, from and including [•] to and including [•].] [•]]
[Roll Period]	[The first Roll Period will be the period from and including the [Issue Date] to but excluding the first successive Roll Date. Each subsequent Roll Period will be the period between two successive Roll Dates, from and including the immediately preceding Roll Date to but excluding the immediately following Roll Date.] [•]]
[Roll Dates]	[Mean each [•], [•], [•] and [•] of a year, starting on the Issue Date.] [•]]
[Fixing Date [/ Fee Determination Date]]	[Means the date which is [two (2)] Business Days prior to the first Business Day of the respective Roll Period.] [•]]
[Final Valuation Date]	[[•] Business Days prior to the Redemption Date] [•]]
<i>[Insert additional dates as applicable.</i>	[•]]

[Coupon] [Interest [Rate]]

[Insert information on coupon / interest (including formula(s)) as applicable or delete.] [●]

[Early Redemption]

[Insert early redemption details (including formula(s)) as applicable or delete.] [●]

[Redemption]

[Insert (early) redemption details (including formula(s)) as applicable.] [●]

[Extraordinary Termination]

[Insert extraordinary termination details as applicable or delete.] [●]

[General Information]

[Issuer]	[UBS AG, Zurich and Basel, Switzerland, acting through its [London][Jersey][Hong Kong Branch] [●]]
[Issuer Rating]	[[●] Moody's / [●] S&P's / [●] Fitch (as of [●])] [This is the long term credit rating of the Issuer and it does not represent ratings of the Product. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.] [The Product will not be rated.] [●]]
[Issuer Supervisory Authority]	[Swiss Financial Market Supervisory Authority (FINMA).] [London Branch additionally Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA).] [Jersey Branch additionally Jersey Financial Services Commission (JFSC).] [●]]
[Lead Manager]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]]
[Dealer]	[UBS Europe SE] [●]]
[Calculation Agent]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]]
[[Principal] [Swiss] Paying Agent	[UBS AG, Zurich] [UBS Switzerland AG, Zurich] [●]]
[[Related] [Relevant] Exchange[s]	[●] [The exchange on which components comprising the Underlying are traded, as determined by the Index Sponsor from time to time.] [●]]
[Index Sponsor(s)]	[●]]
[[Listing][/]Admission to Trading]	[Listing] [Admission to Trading] [at <i>[insert exchange]</i> (will be applied for)] [None] [●]]
[Secondary Market]	[The Issuer or the Lead Manager, as applicable, intends, under normal market conditions, to provide bid and/or offer prices for this Product on a regular basis. However, the Issuer or the Lead Manager, as applicable, makes no firm commitment to provide liquidity by means of bid and/or offer prices for this Product, and assumes no legal obligation to quote any such prices or with respect to the level or determination of such prices.] [Potential investors therefore should not rely on the ability to sell this Product at a specific time or at a specific price.] [In special market situations, where the Issuer is completely unable to enter into hedging transactions, or where such transactions are very difficult to enter into, the spread between the bid and offer prices may be temporarily expanded, in order to limit the economic risks of the Issuer.] [Daily price indications, [if any,] will be available [subject to Secondary Market provisions] on [Reuters/Bloomberg][, www.ubs.com/keyinvest] [and SIX Financial Information] [, Telkurs] from [09:15 - 17:15 (CET)].] [Please note that the Keyinvest website is not available to UK residents.] [Under normal secondary market conditions, as reasonable determined by the Calculation Agent, the spread between the bid and offer prices will not exceed 1.00%.] [●]]
[[Interest Calculation] [Day Count Fraction]	[30/360] [●]]
[[Exchange] Business Days]	[Zurich] [New York] [Target2] [London] [Each day on which the Related Exchange is open for regular trading session and the level of the Underlying(s) is determined in accordance with the relevant rules.] [●]]
[Business Day Convention]	[[Modified]Following] [Adjusted] [Unadjusted]] [Where any date is used in conjunction with the term "Business Day Convention", an adjustment will be made if that date would otherwise fall on a day that is not a Business Day, so that the date will be the first following day that is a Business Day. Investors shall not be entitled to further interest or other payments in respect of such delay.] [●]]

[Minimum Investment	[CCY] [●] [[●] Product(s)] [[●] Certificate(s)] [[●] Unit(s)] [[●] Note(s)] [(subject to Selling Restrictions)] [None] [●]]
[Minimum Trading Lot	[CCY] [●] [[●] Product(s)] [[●] Certificate(s)] [[●] Unit(s)] [[●] Note(s)] [None] [●]]
[Clearing	[SIX SIS, Euroclear, Clearstream (registered as intermediated securities with SIX SIS AG, in Switzerland)] [●]]
[Custody	[●]]
[Status	Unsecured / Unsubordinated]
[Form of [Deed] [Notes]	[Uncertificated Securities] [●]]
[Governing Law / Jurisdiction	[Swiss / Zurich] [●]]
[[Product] [●]	[One <i>insert product name</i> [with the given [[Specified]Denomination]/[Nominal]/[Par Value]] is equivalent to one (1) "[Product][Security][Certificate][Note][●]". "[Products][Securities][Certificates][Notes][●]" wherever used herein shall be construed to mean integral multiples of the same.] [●]]
[Public Offering	[●] [None] [Switzerland]]
[Adjustments	[The terms of the Product may be subject to adjustments during its lifetime.] [For clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest .] [Detailed information on such adjustments is to be found in the [Indicative] Product Documentation.] [●]]
[Distribution Fees	[[●] [%] [p.a.] [fee [embedded][included] in the [Issue Price]]] [None] [●]]
[Additional fee disclosure]	[Insert fee information as applicable.]
[Fees and expenses charged to investors during the term of the Product	[●] [None]]
Material Changes	[Apart from what has been published or disclosed in the [Indicative] Product Documentation (including any documents incorporated by reference therein), there has been no material change in the Issuer's assets, financial or revenue position since the end of its last year-end or quarterly financial report.]] [●]
Responsibility	UBS AG, having its registered head offices at Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland, accepts responsibility for the information contained in these [Indicative] Final Terms and declares that, to its knowledge, the information contained in these [Indicative] Final Terms is accurate and does not omit any material circumstances.

[Insert additional general information as applicable.] [●]

[Tax Treatment [Switzerland]]

[Insert tax information as applicable or delete.] [●]

[Withholding Tax related to 871(m) of the U.S. Tax Code]

[Insert tax information as applicable or delete.] [●]

[Significant Risks for Investors]

[Investors in this Product should be experienced investors and familiar with both [derivative products] [and the] [stock market] [interest rate market] [financial markets] [●]. Potential investors should understand the risks associated with an investment in the Product and shall only reach an investment decision after careful considerations with their legal, tax, financial and other advisors of (i) the suitability of an investment in the Product in the light of their own particular financial, fiscal and other circumstances (ii) the information set out in this document and (iii) the Underlying(s).

In addition to the market risk with regard to the development of the Underlying, each investor bears the general risk that the financial situation of the Issuer could deteriorate ("**Issuer Risk**"). The Products constitute immediate, unsecured and unsubordinated obligations of the Issuer, which, particularly in case of insolvency of the Issuer, rank *pari passu* with each and all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of those that have priority due to mandatory statutory provisions. The general assessment of the Issuer's creditworthiness may affect the value of the Products. This assessment generally depends on the ratings assigned to the Issuer or its affiliated companies by rating agencies such as Moody's, Fitch and Standard & Poor's. The Issuer Rating indicated in this document reflects the situation at the time of issuance and may be subject to change. The actual Issuer Rating at any given time can be seen on the Issuer's website (www.ubs.com) under "Investor Relations".

In addition to the risk factors below, further risk factors are set out in the UBS Swiss Base Prospectus for the Issuance of Securities.] [●]

[Product specific risks]

[Insert product specific risks as applicable or delete.] [●]

[Product Documentation]

[FOR INDICATIVE FINAL TERMS, PLEASE INSERT:

[This document ("**Indicative Final Terms**") contains the non-binding indicative final terms for the Product. The Indicative Final Terms contain indicative terms and conditions subject to change. The Final Terms will be made available on the Issue Date.

The Indicative Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time, ("**Base Prospectus**") shall form the non-binding and indicative documentation for this Product ("**Indicative Product Documentation**"), and accordingly the Indicative Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Indicative Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Indicative Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Indicative Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Indicative Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Indicative Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Indicative Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[FOR FINAL TERMS, PLEASE INSERT:]

[This document ("**Final Terms**") contains the final terms for the Product.

The Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time ("**Base Prospectus**") shall form the entire documentation for this Product ("**Product Documentation**"), and accordingly the Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[Index Disclaimer]

[Insert Index Disclaimer as applicable or delete.] [●]

[Insert additional sections as applicable.]

[Insert further sections as applicable and as necessary.] [●]

[Selling Restrictions]

[Insert applicable selling restrictions.] [●]

ANNEX TO THE [INDICATIVE] FINAL TERMS: ISSUE SPECIFIC SUMMARY

[•]

Information on the Securities
[•]
Information on the Offer and Admission to Trading
[•]

FORM OF FINAL TERMS: SECURITIES WITH YIELD ENHANCEMENT

[In case of Products which are subject to Option 2 (as defined in the Base Prospectus) or in case the Products provide for certain special or additional features, the Issuer is free to deviate from the below standard as appropriate irrespective of whether or not the text in a specific section is bracketed.]

[Insert Product Name]

[Linked to [●] [Shares] [[equally-weighted] Basket of[●]] [[●]Index] [[●] year [CCY] [Swap] Rate] [[●] month [●] rate] [[●] Fund] [[●] ETF] [[●] Strategy] [[●] Commodity] [worst of[●]] [[CCY1 [Short]] [CCY2 [Long]] Exchange Rate]] [●]

[with [Step-Down] Early Redemption Feature [at Issuer's choice]] [with Double Coupon Feature] [●] Issued by [UBS AG], [London] [Jersey] [Hong Kong] Branch under the UBS Swiss Base Prospectus for the Issuance of Securities [●]

[Cash] [physical] settled; [Quanto Style] [Kick-In Observation at [Daily Close] [at Expiry]] [●]

[[SVSP]/[EUSIPA] Product Type:]

[Discount Certificate (1200 [●])]

[Barrier Discount Certificate (1210 [●])]

[Reverse Convertible (1220 [[●] Callable] [[●] Coupon] [Geared Put] [●])]

[Barrier Reverse Convertible (1230 [[●] Callable] [[●] Coupon] [Hard-Call] [Coupon at Risk] [[●] Barrier] [Lock-In] [●])]

[Conditional Coupon Reverse Convertible (1255 [[●] Callable] [[●] Coupon] [●])]

[Conditional Coupon Barrier Reverse Convertible (1260 [[●] Callable] [[●] Coupon] [[●] Barrier] [●]) [●]

[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [SIX Symbol: [●]] [●]

[Indicative] Final Terms

[The Product does not represent a participation in any of the collective investment schemes pursuant to article 7 et seq. of the Swiss Federal Act on Collective Investment Schemes (CISA) and thus does not require an authorisation of the Swiss Financial Market Supervisory Authority (FINMA). Therefore, investors in this Product are not eligible for the specific investor protection under the CISA. Moreover, investors in this Product bear the issuer risk. Furthermore, this Product does not benefit from any depositor protection under article 37a of the Swiss Federal Act on Banks and Savings Banks (Banking Act) or other forms of deposit insurance under any other law as might be applicable to this Product.]

[Information on Underlying] [Underlying Details]

[Insert (a) name and/or general description of the underlying asset(s), (b) ISIN or other security numbers/identifiers relating to the underlying assets(s), if any, and (c) specification of trading venue for (publicly) traded underlying(s) or indication where the price determination with respect to the underlying asset(s) is accessible.]

[Insert further information (a) relating to the type of the underlying asset(s) and/or (b) the discretionary management of the underlying asset(s), if applicable.]

[Underlying information may be presented as a table or in any other form.] [●]

[Product Structure]

[Insert product structure description as applicable or delete.] [●]

[Early Redemption Levels]

[Insert table with early redemption levels as applicable or delete.] [●]

[Product Details] [Main Details]

[Security Numbers]	[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [Common Code: [●]] [●]
[SIX Symbol]	[●]
[Aggregate Nominal Amount]	[CCY] [●]
[[Specified] Denomination [/ Nominal] [/ Par Value]	[CCY] [●] [per Product] [(traded in nominal)] [[●] Units (traded in Units)] [●]
[Calculation Amount]	[CCY] [●]

<p>[[Indicative] Issue Price [per unit] [per Product] [per Certificate]]</p> <p>[Settlement Currency]</p> <p>[Redemption Currency]</p> <p>[Interest]</p>	<p>[CCY] [●][%] [of the [[Specified]Denomination] [(Percentage Quotation [subject to market conditions])] [CCY] [●] [per Unit] [[●] [Unit(s)] [(Unit Quotation)]] [●]]</p> <p>[●] [(Quanto)]]</p> <p>[●] [(Quanto)]]</p> <p><i>[Insert Interest Period, Interest Rate [(variable)][(fixed)] p.a., Day Count Fraction, Interest Entitlement, Record Date, Target Interest Amount, Aggregate Interest Amount etc. as applicable or delete.]</i></p> <p><i>[Insert further Interest calculation methodology and description as applicable or delete. Information may be displayed as a table or in any other form.] [●]]</i></p>
<p>[[●] [[Bi-Monthly] [Quarterly] [Semi-Annual] Payment ("Coupon")]] [Coupon] [Bonus] [Rate] [(indicative)]</p>	<p>[●][%] [p.a.] [one-time payment] [paid [quarterly] [[bi-monthly] [[semi-annually] [and [in arrears.]] [Coupon payment per Denomination will be [CCY] [●] on [●] [the relevant [Coupon Payment Date(s)].]</p> <p>[On any [Observation Date] where [all] the Underlyings close at or above][at or below] the [Coupon Level] [Bonus Level], a [Coupon] [Bonus] Payment [of [●][p.a.] [p.q.] [p.m.]] [will be] [[CCY] [●] per [Denomination]]] [is paid] on the [Coupon] [Bonus] Payment Date [immediately following] the relevant [Observation Date].</p> <p>[The [Coupon] [Bonus] Payment is also due in case of an [Early Redemption Event].]</p> <p>[Investors are only eligible to receive a [Coupon] [Bonus] Payment for a [coupon] [bonus] period, if they purchased the Product on any day up to and including the respective Observation Date. If the Product is purchased after the Observation Date, investors will not be entitled to a [Coupon] [Bonus] Payment for the [coupon] [bonus] period(s) passed.]</p> <p>[Upon the occurrence of an Early Redemption Event, the Product will terminate in whole and there will not be any further [Coupon] [Bonus] Payments. For the avoidance of doubt, the [Coupon] [Bonus] Payment as of the relevant Observation Date on which an Early Redemption Event is deemed to have occurred is being paid out.]</p> <p>[For Swiss tax purposes the Coupon payment is split into two components:</p> <ol style="list-style-type: none"> 1) [●] interest component 2) [●] premium component] <p>[●]]</p>
<p>[Fixing Dates]</p>	<p>[The [Quarterly] Payment will be fixed for the first time on [●], being [2] Business Days prior to Payment Date by taking the [●] (as published on [●], at around [●] time) plus [●][%] [p.a.] Afterwards the [Quarterly] Payment will be fixed in advance [2] Business Days prior to the start of the relevant Coupon Period. The last Fixing Date is [●].] [●]]</p>
<p>[Double Coupon Feature]</p>	<p>[If a Coupon Trigger Event has occurred, the Coupon payment amount as defined under Payment is doubled.] [●]]</p>
<p>[Catch-up Feature]</p>	<p>[If one or more [Coupon] [Bonus] Payments have not been paid, the sum of these [Coupon] [Bonus] Payments will be paid on the [next following] [Coupon] [Bonus] Payment Date, provided that [all] the Underlyings close [at or above][at or below] their respective [Coupon] [Bonus] Level on the relevant [Observation Date] (additional to the [Coupon] [Bonus] Payment for this [Coupon] [Bonus] Payment Date).]</p> <p>[The [Coupon] [Bonus] Payment is also due in case of an Early Redemption Event.] [●]]</p>
<p>[Call Feature (Early Redemption)]</p>	<p>[Callable at Issuers choice at [●][%] of [Nominal] on [●], [●], [●], [●], [●] with value date [5] Business Days (if not a Business Day the following Business Day applies).] [●]]</p>
<p>[Autocall Feature (Early Redemption Level)]</p>	<p>[Autocallable [quarterly] at:</p> <p>[●][%] [of [Nominal]] on [●] [(i=1), [●] [(i=2), [●] [(i=3)] [with value date the following [relevant Early Redemption Date.] [relevant Coupon Payment Date.] [●]]</p>
<p>[Gearing]</p>	<p>[Gearing shall be: [●]] [●]]</p>
<p>[Discount]</p>	<p>[●][%] [(indicative)] [●]]</p>
<p>[Maximum Return [Rate]]</p>	<p>[●][%] [p.a.] [on the Initial Underlying Level] [(indicative)] [●]]</p>
<p>[[Indicative] Strike]</p>	<p>[●][%] [●]]</p>
<p>[[Indicative] Multiplier]</p>	<p>[●]]</p>
<p>[Exit Rate [(If an Early Redemption Event occurs)]</p>	<p>[●][%] [(equivalent to [●][%] per annum)] [of Nominal] [for each] [Early Redemption Observation Date passed] [investment period passed] [observation period (i.e. period between [Launch Date] and the first [Observation Date] or between [two] [Observation Dates subsequently) passed.]</p> <p>[(equivalent to [●][%] [p.a.]]</p> <p>[The Underlying[s] [is] [are] observed [monthly] [(12] Observation Dates.)] [quarterly] [(4] Observation Dates.)] [●]]</p>
<p>[Lock-In Levels]</p>	<p><i>[Insert details on Lock-In Levels as applicable or delete.]</i></p> <p><i>[Lock-In Level information may be presented as a table or in any other form.] [●]]</i></p>

[Participation	[●]]
[[Upside] Potential	[The greater of [Exit Rate] or [Participation] on the [worst performing] Underlying in case an Early Redemption occurs.] [●]]
[Quanto Style	[The Redemption is not subject [to any exchange rate] [to the [[CCY1]/[CCY2]] [and [[CCY3]/[CCY4]]] [●] exchange rate.]] [●]]
[[Quoting Type]/[Quotation]	[Secondary market prices are quoted [[dirty][clean]] [in [Units][percentage]] [accrued [interest] [interest amount] is [not] included in the price.] [●]]
[Offering Premium	[●]]
<i>[Insert additional product details as applicable.</i>	[●]]

[Dates]

[[Start of the public offer of the [Securities][Products]] [Launch Date]	[●] [(indicative)]
[Subscription Period	[●] [until [●]] [(●)[CET]] [(please note that the Subscription Period can be extended or can close earlier)] [●]]
[Pricing Date [("Pricing")] [/Fixing Date]	[●] [(indicative)]
[Trade Date	[●] [(indicative)]
[Issue Date [/ [Initial] Payment Date] [("Issue Date")]	[●] [(indicative)]
[Strike Date	[●] [(indicative)]
[Fixing Date(s)	[●] [(indicative)]
[Early Redemption] Observation Dates [and Levels]	[[●] (i=1), [●] (i=2) and [●] (i=3) or if such date is not an [Exchange] Business Day, the next following [Exchange] Business Day] [(subject to Market Disruption Event provisions)] [●]]
[[Coupon] [Autocall] Observation Date(s)	[[●] [(i=1)], [●] [(i=2)], [●] [(i=3)] and [●] [or if such date is not an [Exchange] Business Day, the next following [Exchange] Business Day] [(subject to Market Disruption Event provisions)] [●]]
[[Coupon] [Bonus] Payment Date(s)	[[●], [●], [●], and [●] [the last day of [●] every year, from and including [●] to and including [●]] [(subject to Market Disruption Event provisions)] [●]]
[Interest Commencement Date	[●]]
[Interest Payment Date(s)	[[●] Business Days after the relevant [Interest Observation Date.]] [The Interest Payment Dates shall be adjusted in accordance with the Business Day Convention, [however the Interest Periods shall remain unadjusted.]] [[●], [●], [●], and [●] [the last day of [●] every year, from and including [●] to and including [●]] [(subject to Market Disruption Event provisions)] [●]]
[Interest Period	[The initial Interest Period will be the period from and including the Issue Date to but excluding the first Interest Payment Date. Each subsequent Interest Period will be the period between two successive Interest Payment Dates, from and including one Interest Payment Date to but excluding the immediately following Interest Payment Date.] [Each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.] [●]]
[Call Option Exercise Date(s)	[●] [(subject to Market Disruption Event provisions)] [●]]
[First [SIX] [Trading] [Listing] [Day][Date]/[Time]	[●]/[●] [CET] [(anticipated)]
[Last [SIX] [Trading] [Listing] [Day][Date]/[Time]	[●]/[●] [CET] [(anticipated)]
[[Redemption Date] [Maturity Date]	[●] [(subject to Market Disruption Event provisions)] [(subject to Disruption and Extraordinary Termination provisions)] [(subject to adjustments in accordance with the Business Day Convention.)] [the [●] [Exchange] Business Day immediately following the Expiration Date[, the Early Termination Date] [or the Automatic Early Expiration Date] (in any case subject to Market Disruption Event provisions)] [the Product does not have a fixed [Redemption] [Maturity] Date (Open End).] [●]]
[Early Expiration Date	[●]]
[Early Redemption Dates	[[●],[●] and [●] [●]]

[Mandatory Early Redemption Date	[The day that is [●] Business Days following the Observation Date on which a Mandatory Early Redemption Event occurs.] [●]]
[Autocall Redemption Date	[The day that is [●] [Exchange] Business Days following the relevant Autocall Observation Date on which an Autocall Event occurs, subject to adjustment in accordance with the operation of any Market Disruption Event provisions.] [●]]
[Expiration Date [and Time] ("Expiry")	[●] [(subject to Market Disruption Event provisions)] [(subject to Disruption and Extraordinary Termination provisions)] [(subject to adjustments in accordance with the Business Day Convention.)] [●]]
<i>[Insert additional dates as applicable.]</i>	[●]

[Coupon] [Interest [Rate]]

[Insert information on coupon / interest (including formula(s)) as applicable or delete.] [●]

[[Mandatory] Early Redemption]

[Insert early redemption details (including formula(s)) as applicable or delete.] [●]

[Redemption]

[Insert redemption details (including formula(s)) as applicable.] [●]

[Price Sources]

[Insert price sources information as applicable or delete.] [●]

[Automatic Early Termination Event & Early Termination Event]

[Insert automatic early termination event provisions as applicable or delete.] [●]

[Extraordinary Termination]

[Insert extraordinary termination details as applicable or delete.] [●]

[General Information]

[Issuer	[UBS AG, Zurich and Basel, Switzerland, acting through its [London][Jersey][Hong Kong] Branch] [●]
[Issuer Rating	[[●] Moody's / [●] S&P's / [●] Fitch (as of [●])] [This is the long term credit rating of the Issuer and it does not represent ratings of the Product. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.] [The Product will not be rated.] [●]]
[Issuer Supervisory Authority	[Swiss Financial Market Supervisory Authority (FINMA).] [London Branch additionally Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA).] [Jersey Branch additionally Jersey Financial Services Commission (JFSC).] [●]]
[Lead Manager	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]]
[Dealer	[UBS Europe SE] [●]]
[Calculation Agent	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]]
[[Principal] [Swiss] Paying Agent	[UBS AG, Zurich] [UBS Switzerland AG, Zurich] [●]]
[Distributor	[●]
[[Related] [Relevant] Exchange[s]	[●] [The exchange on which components comprising the Underlying are traded, as determined by the Index Sponsor from time to time.] [●]]
[Index Sponsor(s)	[●]
[[Listing][Admission to Trading]	[Listing] [Admission to Trading] [at <i>[insert exchange]</i> (will be applied for)] [None] [●]
[Secondary Market	[The Issuer or the Lead Manager, as applicable, intends, under normal market conditions, to provide bid and/or offer prices for this Product on a regular basis. However, the Issuer or the Lead Manager, as applicable, makes no firm commitment to provide liquidity by means of bid and/or offer prices for this Product, and assumes no legal obligation to quote any such prices or with respect to the level or determination of such prices.]

[Potential investors therefore should not rely on the ability to sell this Product at a specific time or at a specific price.]

[In special market situations, where the Issuer is completely unable to enter into hedging transactions, or where such transactions are very difficult to enter into, the spread between the bid and offer prices may be temporarily expanded, in order to limit the economic risks of the Issuer.]

[Daily price indications, [if any,] will be available [subject to Secondary Market provisions] on [Reuters/Bloomberg][, www.ubs.com/keyinvest] [and SIX Financial Information] [, Telekurs] from [09:15 - 17:15 (CET)].] [Please note that the Keyinvest website is not available to UK residents.]

[Under normal secondary market conditions, as reasonable determined by the Calculation Agent, the spread between the bid and offer prices will not exceed 1.00%.] [Neither the Issuer nor the Lead Manager will provide a secondary market for the Notes.] [●]

[[Interest Calculation] [Day Count Fraction] [Convention]	[30/360] [●]
[[Exchange] Business Days	[Zurich] [New York] [Target2] [London] [Each day on which the Related Exchange is open for regular trading session and the level of the Underlying(s) is determined in accordance with the relevant rules.] [●]
[[Exchange] Business Day Convention	[[Modified]Following] [Adjusted] [Unadjusted]] [Where any date is used in conjunction with the term "Business Day Convention", an adjustment will be made if that date would otherwise fall on a day that is not a Business Day, so that the date will be the first following day that is a Business Day. Investors shall not be entitled to further interest or other payments in respect of such delay.] [●]
[Fixing Day	[Any calendar day (other than a Saturday or Sunday) when the FX Spot Rate Sponsor is scheduled to publish the FX Spot Rate Price.] [●]
[Minimum Investment	[CCY] [●] [[●] Product(s)] [[●] Certificate(s)] [[●] Unit(s)] [[●] Note(s)] [(subject to Selling Restrictions)] [None] [●]
[Minimum Trading Lot	[CCY] [●] [[●] Product(s)] [[●] Certificate(s)] [[●] Unit(s)] [[●] Note(s)] [None] [●]
[Clearing	[SIX SIS, Euroclear, Clearstream (registered as intermediated securities with SIX SIS AG, in Switzerland)] [●]
[Custody	[●]
[Status	Unsecured / Unsubordinated]
[Form of [Deed] [Notes]	[Uncertificated Securities] [●]
[Governing Law / Jurisdiction	[Swiss / Zurich] [●]
[[Product] [●]	[One [<i>insert product name</i>] [with the given [[Specified]Denomination]/[Nominal]/[Par Value]] is equivalent to one (1) "[Product][Security][Certificate][Note][●]". "[Products][Securities][Certificates][Notes][●]" wherever used herein shall be construed to mean integral multiples of the same.] [●]
[Public Offering	[●] [None] [Switzerland]]
[Adjustments	[The terms of the Product may be subject to adjustments during its lifetime.] [For clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.] [Detailed information on such adjustments is to be found in the Product Documentation.] [●]
[Distribution Fees	[[●] [%] [p.a.] [fee [embedded][included] in the [Issue Price]] [None] [●]
[Additional fee disclosure]	[Insert fee information as applicable.]
[Fees and expenses charged to investors during the term of the Product	[●] [None]]
[Material Changes	[Apart from what has been published or disclosed in the [Indicative] Product Documentation (including any documents incorporated by reference therein), there has been no material change in the Issuer's assets, financial or revenue position since the end of its last year-end or quarterly financial report.]] [●]
[Responsibility	UBS AG, having its registered head offices at Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland, accepts responsibility for the information contained in these [Indicative] Final Terms and declares that, to its knowledge, the information contained in these [Indicative] Final Terms is accurate and does not omit any material circumstances.

[Insert additional general information as applicable.] [●]

[Tax Treatment [Switzerland]]

[Insert tax information as applicable or delete.] [●]

[Withholding Tax related to 871(m) of the U.S. Tax Code]

[Insert tax information as applicable or delete.] [●]

[Significant Risks for Investors]

[Investors in this Product should be experienced investors and familiar with both [derivative products] [and the] [stock market] [interest rate market] [financial markets] [●]. Potential investors should understand the risks associated with an investment in the Product and shall only reach an investment decision after careful considerations with their legal, tax, financial and other advisors of (i) the suitability of an investment in the Product in the light of their own particular financial, fiscal and other circumstances (ii) the information set out in this document and (iii) the Underlying(s).

In addition to the market risk with regard to the development of the Underlying, each investor bears the general risk that the financial situation of the Issuer could deteriorate ("**Issuer Risk**"). The Products constitute immediate, unsecured and unsubordinated obligations of the Issuer, which, particularly in case of insolvency of the Issuer, rank pari passu with each and all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of those that have priority due to mandatory statutory provisions. The general assessment of the Issuer's creditworthiness may affect the value of the Products. This assessment generally depends on the ratings assigned to the Issuer or its affiliated companies by rating agencies such as Moody's, Fitch and Standard & Poor's. The Issuer Rating indicated in this document reflects the situation at the time of issuance and may be subject to change. The actual Issuer Rating at any given time can be seen on the Issuer's website (www.ubs.com) under "Investor Relations".

In addition to the risk factors below, further risk factors are set out in the UBS Swiss Base Prospectus for the Issuance of Securities.] [●]

[Product specific risks]

[Insert product specific risks as applicable or delete.] [●]

[Product Documentation]

[FOR INDICATIVE FINAL TERMS, PLEASE INSERT:

[This document ("**Indicative Final Terms**") contains the non-binding indicative final terms for the Product. The Indicative Final Terms contain indicative terms and conditions subject to change. The Final Terms will be made available on the Issue Date.

The Indicative Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time, ("**Base Prospectus**") shall form the non-binding and indicative documentation for this Product ("**Indicative Product Documentation**"), and accordingly the Indicative Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Indicative Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Indicative Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Indicative Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Indicative Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Indicative Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Indicative Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[FOR FINAL TERMS, PLEASE INSERT:]

[This document ("**Final Terms**") contains the final terms for the Product.

The Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time ("**Base Prospectus**") shall form the entire documentation for this Product ("**Product Documentation**"), and accordingly the Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Product Documentation is available at www.ubs.com/keyinvest. Notices in connection

with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[Index Disclaimer]

[Insert Index Disclaimer as applicable or delete.] [●]

[Insert additional sections as applicable.]

[Insert further sections as applicable and as necessary.] [●]

[Selling Restrictions]

[Insert applicable selling restrictions.] [●]

ANNEX TO THE [INDICATIVE] FINAL TERMS: ISSUE SPECIFIC SUMMARY

[•]

Information on the Securities
[•]
Information on the Offer and Admission to Trading
[•]

FORM OF FINAL TERMS: SECURITIES WITH PARTICIPATION

[In case of Products which are subject to Option 2 (as defined in the Base Prospectus) or in case the Products provide for certain special or additional features, the Issuer is free to deviate from the below standard as appropriate irrespective of whether or not the text in a specific section is bracketed.]

[Insert Product Name]

[Linked to [●] [Shares] [[●]Strategy] [[equally-weighted] Basket of[●]] [[●]Index] [[Swap]Rate] [worst of[●]] [[CCY] vs. [Base CCY]] [[CCY1], [CCY2],... and [●] vs. [CCY3], [CCY4],...] [Long Underlying[●] vs. Short Underlying[●]] [Reference Portfolio of [●]] [Strategy linked to [●]] [●]]

[with Early Redemption Feature] [●]]

Issued by [UBS AG], [London] [Jersey] [Hong Kong] Branch under the UBS Swiss Base Prospectus for the Issuance of Securities [●]

[Cash] [physical] settled; [capped] [[Kick-In] [Kick-Out] Observation [at Expiry [at Daily Close]] [Lower Strike Level Observation at Expiry] [Barrier Observation [at Daily Close] [at Expiry]]] [●]

[[SVSP]/[EUSIPA] Product Type:]

[Tracker Certificate (1300 [[●] Callable] [with Lock-in feature] [●])]

[Outperformance Certificate (1310 [[●] Callable] [Capped Participation] [●])]

[Bonus Certificate (1320 [[●] Callable] [Capped Participation] [●])]

[Bonus Outperformance Certificate (1330 [[●] Callable] [Capped Participation] [American Knock-Out] [●])]

[Twin-Win Certificate (1340 [[●] Callable] [[●] Barrier] [●])]

[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [SIX Symbol: [●]] [●]

[Indicative] Final Terms

[The Product does not represent a participation in any of the collective investment schemes pursuant to article 7 et seq. of the Swiss Federal Act on Collective Investment Schemes (CISA) and thus does not require an authorisation of the Swiss Financial Market Supervisory Authority (FINMA). Therefore, investors in this Product are not eligible for the specific investor protection under the CISA. Moreover, investors in this Product bear the issuer risk. Furthermore, this Product does not benefit from any depositor protection under article 37a of the Swiss Federal Act on Banks and Savings Banks (Banking Act) or other forms of deposit insurance under any other law as might be applicable to this Product.]

[Information on Underlying] [Underlying Details]

[Insert (a) name and/or general description of the underlying asset(s), (b) ISIN or other security numbers/identifiers relating to the underlying assets(s), if any, and (c) specification of trading venue for (publicly) traded underlying(s) or indication where the price determination with respect to the underlying asset(s) is accessible.]

[Insert further information (a) relating to the type of the underlying asset(s) and/or (b) the discretionary management of the underlying asset(s), if applicable.]

[Underlying information may be presented as a table or in any other form.] [●]

[Insert as applicable in case Underlying consist of a Strategy or delete: Strategy Description]

[Insert details and description on Underlying Strategy (including formula(s)) as applicable or delete.] [●]

[Insert for Long/Short Certificate as applicable or delete: Long Underlying, Long Previous Contract, Long Current Contract and Long Next Contract Description]

[Insert details and description as applicable or delete.] [●]

[Insert for Long/Short Certificate as applicable or delete: Short Underlying, Short Previous Contract, Short Current Contract and Short Next Contract Description]

[Insert details and description as applicable or delete.] [●]

[Product Structure]

[Insert product structure description or delete.] [●]

[Product Details] [Main Details]

[Security Numbers]	[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [Common Code: [●]] [●]
[SIX Symbol]	[●]
[Aggregate Nominal Amount]	[CCY] [●]
[[Specified] Denomination / Nominal] / [Par Value]	[CCY] [●] [per Product] [(traded in nominal)] [[●] Units (traded in Units)] [●]
[Calculation Amount]	[CCY] [●]
[Notional]	[●]
[[Indicative] Issue Price [[per unit] per Product] [per Certificate]]	[CCY] [●] [[(=[●][%] of the Initial [Reference-Portfolio] [Underlying] [Basket] Level [of the Certificates] [on the Pricing Date])] [of the [[Specified]Denomination] [adjusted by the Conversion Ratio] [(Percentage Quotation [subject to market conditions])] [[●] [Unit(s)] [(Unit Quotation))] [●]]
[Settlement Currency]	[●] [(Quanto)]
[Redemption Currency]	[●] [(Quanto)]
[Long Underlying Currency]	[●]
[Short Underlying Currency]	[●]
[Minimum Redemption]	[●]
[[Upside] Participation]	[●][%] [between Strike Level and Cap Level] [as of Expiration Date, if the Expiration Value is [at or] above] [[at or] below] the [upper] [lower] [Strike Level] [as of Expiration Date, if the Expiration Value is [between the Strike and the Cap Level] [capped at Lock-in Level [●][%]] [If the average performance of the [Basket Constituents] is positive: [●][%] [as of Expiration Date] [●]]
[Initial [Underlying] Basket Level]	[CCY] [●]
[Floor [Level]]	[CCY] [●] [[(●)[%] of the Initial Underlying Basket Level)] [●]
[Cap [Level]]	[CCY] [●] [[(●)[%] of the Initial Underlying Basket Level)] [●]
[Strike [Level]]	[CCY] [●] [[(●)[%] of the Initial Underlying Basket Level)] [●]
[Lock-In Level]	<i>[Insert details on Lock-In Levels as applicable.]</i> <i>[Lock-In Level information may be presented as a table or in any other form.] [●]</i>
[Bonus Level]	[CCY] [●]
[Initial Reference-Portfolio Level]	[CCY] [●]
[Basket Kick Out Level]	[●][%] [(of the Basket Initial Level)]
[Basket Strike Level]	[●][%] [(of the Basket Initial Level)]
[Basket Initial Level]	[CCY] [●]
[Final Underlying Level]	[●]
[Weight (W)]	[The exposure or weight applied to each Underlying "n" is provided under ["Information on Underlying"] ["Underlying Details"] above] [●]
[Gearing]	[●][%] [as of Expiration Date, if the Expiration Value is [at or] above] [at or below] the [upper] [lower] [Strike Level] [●]
[Conversion Ratio]	[●][1 Unit refers to 1 Underlying]
[Maximum Return]	[●][%]
[Maximum Payout]	[●][%]
[Quanto Style]	[The Redemption is not subject [to any exchange rate] [to the [[CCY1]/[CCY2]] [and [[CCY3]/[CCY4]] [●] exchange rate.]] [●]
[Target Return Trigger]	[CCY] [●][%]
[Stop Loss Trigger]	[CCY] [●][%]
[Total Fee (TF)]	[●][%] [per annum] [The Total Fee is the sum of the [Structuring Fee] and the [Distribution Fee] and is charged on a pro rata daily basis as percentage of the Denomination by the Calculation Agent.] [●]
[[Structuring Fee] [Management Fee]	[●][%] [per annum] [the Structuring Fee is charged on a pro-rata daily basis as percentage of the Denomination by the Calculation Agent.] [●]
[Currency Treatment]	[The Reference Portfolio [can invest] [and] may be exposed to [Stock] [Reference Portfolio] [Constituents] [Components] denominated in currencies other than the Settlement Currency.] [The currency risk is not hedged.] [The resulting currency exchange risks are partially hedged through the Currency Hedge, subject to availability of the appropriate FX forward contracts.] [●]

[Currency Hedge

On the [Pricing Date] [[●] [of each month]] and on the [●] of each [month] thereafter, or on the [immediately following Business Day] if such [●] is not a Business Day, (each period starting on and including [the Pricing Date] or such [●], [as applicable,] up to and excluding the next [●] a "Hedging Period") starting on [●] [the Pricing Date], each Hedge Position multiplied by the number of then outstanding Units (the "Open Interest") is notionally hedged through [one-month] FX forward contracts expiring on the [first] Business Day of the following Hedging Period (the "FX Hedge Expiration") to reduce the risk of currency fluctuations.]

During a Hedging Period, the Currency Hedge is adjusted in line with any change of the open interest only, (for the avoidance of doubt, it will not be adjusted in case of other changes such as the performance of the [Stock] Constituent or in case of Re-balancings), the investor is still exposed to the corresponding residual currency exchange risks.

Any notional profits or losses resulting from the Currency Hedge will be settled into the cash position.

The Currency Hedge will not be applied where the Calculation Agent is unable, after using commercially reasonable efforts, to enter into FX forward contracts it deems necessary to hedge the currency risk of any Stock Constituent (in particular in case of extraordinary market conditions).

"Hedge Position" is constituted as follows: the aggregate notional value in the relevant currency of [all Stock] [each group of] Constituents denominated in a currency other than the Settlement Currency (a "Foreign Currency") [, which have a weighting of at least 5% of the Reference-Portfolio. Whereby the weighting is calculated as the total value of the Constituents in the same Foreign Currency, as expressed in the Settlement Currency at the prevailing exchange rate on the [first] business day of the relevant hedging period, in relation to the Reference Portfolio Level, as expressed in the Settlement Currency at the prevailing exchange rate on the relevant Reference Portfolio Calculation Date.] [●]]

[Dividend Treatment

[A notional amount reflecting net dividends of the Stock Constituents as determined by the Calculation Agent in its reasonable discretion, will be reinvested into the respective Stock Constituent on the ex-dividend date of that Stock Constituent.]

[For long positions in Stock Constituents, a notional amount reflecting net dividends of the Stock Constituents, as converted into the Reference Portfolio Currency, where such Stock Constituent is not denominated in the Reference Portfolio Currency, at the then prevailing exchange rate, each as determined by the Calculation Agent in its reasonable discretion, will be reinvested into the respective Stock Constituent on the ex-dividend date of that Stock Constituent.]

[In respect of any Constituents which are U.S equity securities, for purposes of determining the amount of a dividend treated as notionally reinvested, such dividend shall be reduced by 30% withholding tax imposed by Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended.] [●]]

[Insert additional product details as applicable.

[●]]

[Dates]

[[Start of the public offer of the [Securities][Products]] [Launch Date]	[●] [(indicative)]
[Subscription Period]	[●] [until [●]] ([●][CET))] [(please note that the Subscription Period can be extended or can close earlier)] [●]]
[Pricing Date [("Pricing")] [/Fixing Date]	[●] [(indicative)]
[Trade Date]	[●] [(indicative)]
[Issue Date [/ [Initial] Payment Date] [(" Issue Date")]	[●] [(indicative)]
[Strike Date]	[●] [(indicative)]
[Fixing Date(s)]	[●] [(indicative)]
[Observation Date(s)]	[[●], [●], [●]] [(subject to Market Disruption Event provisions)] [●]]
[First [SIX] [Trading] [Listing] [Day][Date][Time]	[●]/[●] [CET] [(anticipated)]
[Last [SIX] [Trading] [Listing] [Day][Date][Time]	[●]/[●] [CET] [(anticipated)]

[[Redemption Date][Maturity Date]	<p>[●] [Business Day following the Expiration Date (currently expected to be [●]) or the Early Expiration Date (as applicable)] [(subject to Market Disruption Event provisions)] [(subject to Disruption and Extraordinary Termination provisions)] [the Product does not have a fixed Redemption Date (Open End).]</p> <p>[Means the [●] [Currency] Business Day] following the [Expiration Date] [Early Termination Date] [Automatic Early Termination Date] [Effective Early Termination Date] [Effective Exercise Date], as the case may be.] [In case this is not a [Business Day] the next following [Business Day] will apply.] [(in any subject to Market Disruption Event Provisions).] [●]]</p>
[Expiration Date [and Time] ("Expiry")]	<p>[●] [(subject to Market Disruption Event provisions)] [Early Termination] [Automatic Early Termination] [and Unwind Disruption provisions]] [(subject to Disruption and Extraordinary Termination provisions)]</p> <p>[extendable [once] at the option of the Issuer for an additional [●] period [on a rolling basis] [(from the [initial scheduled Expiration Date stated above],) with a notice period of [●] [calendar days prior to the [scheduled Expiration Date]].] [Provided, in each case that if the [Expiration Date] is not a [Constituents Business Day], then such [Expiration Date] shall be the first following day that is a [Constituents Business Day].]</p> <p>[With respect to any scheduled Expiration Date, and in case of an extension of the term, the investor may with a notice period of [90] days prior to such scheduled Expiration Date request in writing from the Issuer that part or all of the Products be redeemed on the Redemption Date following the relevant scheduled Expiration Date (for avoidance of doubt, the scheduled Expiration Date refers to the Expiration Date before being extended by the Issuer)].</p> <p>[Provide in each case that if the Expiration Date is not a Business Day, then such Expiration Date shall be the first following day that is a Business Day.]</p> <p>[Whereby the Calculation Agent shall be entitled to expand the Expiration Date to a number of Expiration days depending on market liquidity (in relation to the Basket constituents) and as determined by the Calculation Agent at its reasonable discretion.] [Open end.] [●]]</p>
[Termination Date]	[Date of the Issuer's Call Right] [●]]
[Exercise Date]	[Date of the Investor's Exercise Right] [●]]
[Roll Date]	[The Long Underlying Roll Date] [The Short Underlying Roll Date] [The Pricing Date shall be the initial Roll Date.] [●]]
[Closing Date (for Swiss tax purposes)]	[●]]
<i>[Insert additional dates as applicable.]</i>	[●]]

[Early Redemption]

[Insert early redemption details (including formula(s)) if applicable or delete.] [●]

[Redemption [Amount]]

[Insert redemption details (including formula(s)) if applicable.] [●]

[Insert as applicable or delete: Fees]

[Reference Portfolio [Advisor] Fees [(calculated daily)]	<p>[[Quarterly] fee of [●][%] [(●)[%] per year)] on the Reference-Portfolio Level accrued on a daily basis plus (i) certain expenses commonly to be associated with establishing, maintaining and rebalancing a portfolio similar to the notional portfolio mirrored by the Reference-Portfolio, and (ii) the Adjustment Fee, charged by the Calculation Agent and deducted from the Reference-Portfolio Level. The dates of the [●] fee deduction are [●],[●],[●], and [●] (in case any of the dates, is not a Business Day, the next following Business Day will apply). A part of the Reference-Portfolio Fee will be used to compensate the Reference-Portfolio Advisor.] [The sum of the Distribution Fee and the Issuer Management Fee.] [●]]</p>
[Issuer Management Fee [(calculated daily)]	[●]]

<p>[Reference-Portfolio Performance Fee ((high watermark)) ((calculated quarterly))</p>	<p>[If the performance of the Reference Portfolio is above the highest previous end of [quarter] NAV (high watermark), a [quarterly] fee of [●][%] on the [quarterly] outperformance mirrored by the Reference-Portfolio Level – the [●] [●] from the respective [initial] and [final] levels of each [quarter] and after deduction of the Reference-Portfolio Fee, is charged by the Calculation Agent and deducted from the Reference-Portfolio Level. The dates of the Performance Fee deduction are [●],[●],[●], and [●] (in case any of the dates, is not a Business Day, the next following Business Day will apply) (the "Performance Fee Deduction Dates"). The entire amount of the Reference-Portfolio Performance Fee will be used to compensate the Reference-Portfolio Advisor.]</p> <p>The Performance Fee with high watermark is calculated as follows: <i>[Insert details on performance fee calculation as applicable.]</i> [●]</p>
<p>[[Rebalancing] [Adjustment] Fee</p>	<p>[An Adjustment Fee is levied for each adjustment made to the Reference-Portfolio, and represents a percentage of the notional volume of each of the purchase and/or sale of a Constituent. The Adjustment Fee equals to [●] as at the [Launch Date]. The Adjustment Fee can be adjusted by the Reference-Portfolio Calculation Agent, but may not amount to more than [●].] [An Adjustment Fee is levied for each Rebalancing, as defined in Annex [1], made in the Reference Portfolio and/or for the implementation of the Currency Hedge, and represents a percentage of the notional volume of each of the purchase and/or sale of Constituent. The Adjustment Fee equals [●][%] for [Stock] Constituents and [●][%] for [FX] Constituents.] [The Adjustment Fee shall be deducted from the Cash Position. For the avoidance of doubt, unwind costs to determined the Final Reference Portfolio Level shall constitute Adjustment Fees.] [The Adjustment Fees fully remain with the Issuer.] [●]</p>
<p>[Management Fee (MF)</p>	<p>[●][%] [p. a.] [(subject to Management Fee Adjustment.)] [The Management Fee is deducted daily and in arrears.] [(guaranteed for the first [2 years] after Launch Date)] [●]</p>
<p>[Management Fee Adjustment</p>	<p>[The Issuer has the [annual] [quarterly] [●] right, on [●], [●], [●] [and] [●] for the first time on [●] ("Fee Adjustment Notice Date") to adjust the Management Fee effective [●] [months] after the "Fee Adjustment Notice Date" has been published to that effect (in case that any of the dates is not an [Exchange] Business Day, the next following [Exchange] Business Day applies.)] [The Management Fee, if any, is accruing daily from the Pricing Date or the Management Fee Adjustment Date to the Effective Exercise Day, calculated on an [Actual/360] basis. However, it cannot exceed [●][%] [per annum]. [●]</p>
<p>[Management Fee Adjustment Date</p>	<p>[Means the day when the Management Fee Adjustment becomes effective (corresponds to [●] [months] after the "Fee Adjustment Notice Date" subject to Market Disruption Event provisions.) [●]</p>
	<p><i>[Insert further fee information (including formula(s)) as applicable.]</i> [●]</p>

[Price Sources]

[Insert price sources information as applicable or delete.] [●]

[Early Termination Event & Trigger Event]

[Insert early termination event & trigger event provisions as applicable or delete.] [●]

[Extraordinary Termination]

[Insert extraordinary termination details or delete.] [●]

[General Information]

<p>[Issuer</p>	<p>[UBS AG, Zurich and Basel, Switzerland, acting through its [London][Jersey][Hong Kong] Branch] [●]</p>
<p>[Issuer Rating</p>	<p>[[●] Moody's / [●] S&P's / [●] Fitch (as of [●])] [This is the long term credit rating of the Issuer and it does not represent ratings of the Product. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.] [●]</p>
<p>[Issuer Supervisory Authority</p>	<p>[Swiss Financial Market Supervisory Authority (FINMA).] [London Branch additionally Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA).] [Jersey Branch additionally Jersey Financial Services Commission (JFSC).] [●]</p>
<p>[Lead Manager</p>	<p>[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]</p>

[Co-lead Manager	[●]]
[Calculation Agent	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]]
[[Principal] [Swiss] Paying Agent	[UBS AG, Zurich] [UBS Switzerland AG, Zurich] [●]]
[Hedging Party	[UBS AG, London Branch] [●]]
[Distributor	[●]]
[[Related] [Relevant] Exchange[s]	[●] [The exchange on which components comprising the Underlying are traded, as determined by the Index Sponsor from time to time.] [For each Stock Constituent the primary stock exchange on which the Stock Constituent is listed and publicly quoted, as determined by the Calculation Agent from time to time.] [Means the principal exchange (if any) on which options or futures contracts relating to the [Stock] [Constituents] are traded or quoted, as determined by the Calculation Agent.] [●]]
[Index [Owner][Sponsor[s]	[● in respect of the Long Underlying] [● in respect of the Short Underlying] [●]]
[Reference Portfolio Advisor	[●] [Please note that the Reference Portfolio Advisor may not only act as Reference Portfolio Advisor with regard to the Reference Portfolio, but may at the same time act as asset manager or financial consultant with regard to investors in the Products, which may induce potential conflicts between investors' interests and Reference Portfolio Advisor's interests. The Reference Portfolio Advisor has implemented any measures required to fully mitigate such potential conflict of interest.] [●]]
[Reference Portfolio Supervisory Authority	[The Reference Portfolio Advisor is [not subject to prudential supervision.] [is supervised by FINMA.]] [●]]
[[Listing][Admission to Trading]	[Listing] [Admission to Trading] [at [<i>insert exchange</i>] (will be applied for)] [None] [●]]
[Actual Value	[Market Value of the Certificates as reasonably determined by the Calculation Agent, considering all relevant components.] [●]]
[Secondary Market	[The Issuer or the Lead Manager, as applicable, intends, under normal market conditions, to provide bid and/or offer prices for this Product on a regular basis. However, the Issuer or the Lead Manager, as applicable, makes no firm commitment to provide liquidity by means of bid and/or offer prices for this Product, and assumes no legal obligation to quote any such prices or with respect to the level or determination of such prices.] [Potential investors therefore should not rely on the ability to sell this Product at a specific time or at a specific price.] [In special market situations, where the Issuer is completely unable to enter into hedging transactions, or where such transactions are very difficult to enter into, the spread between the bid and offer prices may be temporarily expanded, in order to limit the economic risks of the Issuer.] [Daily price indications, [if any,] will be available [subject to Secondary Market provisions] on [Reuters/Bloomberg][, www.ubs.com/keyinvest] [and SIX Financial Information] [Telekurs] from [09:15 - 17:15 (CET)].] [Please note that the Keyinvest website is not available to UK residents.] [Under normal secondary market conditions, as reasonable determined by the Calculation Agent, the spread between the bid and offer prices will not exceed 1.00%.] [An investor in the Product should note that the bid and/or offer prices of the Products, where provided by the Issuer or the Lead Manager, as applicable, are likely to be narrower when all locations listed under the Business Days definition are normally open for trading. Outside of such normal trading hours, the bid and/or offer prices of the Products are likely to be wider, if at all available.] [●]]
[Issuer Call Right	[The Issuer has a right to call the [<i>Product Name</i>] at any time for redemption subject to giving at least [●] [month[s]] prior notice by way of notifying the investors pursuant to the section "Redemption" described herein. In case that any of the dates is not an [Exchange] Business Day, the next following [Exchange] Business Day applies.] [The Issuer has the right to call the [<i>Product Name</i>] anytime for early redemption for a value equal to Redemption (as described herein) effective [6] [months] after the notice has been published to that effect (" Effective Exercise Date ") (in case that any of the dates is not an [Exchange] Business Day, the next following [Exchange] Business Day applies). Subject to Market Disruption Event provisions the [<i>Insert Product Name</i>] will be redeemed on the [Redemption Date]. [●]]

[Investor Exercise Right]	[In addition to the possibility to sell the <i>[Product Name]</i> at any time in the Secondary Market (subject to market conditions and Secondary Market provision herein), each investor has an [annual] right on each [●], for the first time on [●] (" Exercise Date "), to exercise the <i>[Product Name]</i> (notice to be received no later than [10 am] [CET] on the relevant Exercise Date for a value determined pursuant to the section "Redemption" described herein [1] [year] after the Exercise Date. The exercise will become effective as of close of business [1] [year] after the relevant Exercise Date (the " Effective Exercise Date "). In case that any of the dates is not an [Exchange] Business Day, the next following [Exchange] Business Day applies. Subject to Market Disruption Event provisions the <i>[Insert Product Name]</i> will be redeemed on the Redemption Date.) [●]]
[Effective Exercise Date]	[Means the day when either the Issuer Call Right or the Investor Exercise Right becomes effective (corresponds to [1] [year] after the " Exercise Date " in case of investor's exercise and [up to] [6] [months] after the " Notice Date " in case of issuer's call and subject to Market Disruption Event provisions.)] [●]]
[Liquidity]	[UBS intends to offer [one] [daily] bid/offer price[s] [depending on size, market conditions such as liquidity in the markets of the Reference-Portfolio Components.] [Orders are collected during the day until [16:00] [CET] and will be executed targeting the cash close of the [underlying stocks] on the same business day with a spread of [●][%], subject to size and market conditions.] [Indicative prices will be available on [Reuters][Bloomberg] [Telekurs] [●]]
[[Interest Calculation] [Day Count Fraction]	[30/360] [●]]
[[Currency] [Constituents] [Components] [Exchange] [Business] Days]	[Zurich] [New York] [Target2] [London] [Any day on which (i) in respect of the [Stock] [Constituents] [●], the Exchange and the Related Exchange are scheduled to be open for trading, notwithstanding any day on which they close for business prior to their regular weekday closing time and (ii) the Calculation Agent is open for business.] [Any day on which the Exchange is scheduled to be open for trading, notwithstanding any day on which they close for business prior to their regular weekday closing time.] [●]]
[Business Day Convention]	[[Modified]Following] [Adjusted] [Unadjusted]] [Where any date is used in conjunction with the term "Business Day Convention", an adjustment will be made if that date would otherwise fall on a day that is not a Business Day, so that the date will be the first following day that is a Business Day. Investors shall not be entitled to further interest or other payments in respect of such delay.] [●]]
[Minimum Investment]	[CCY] [●] [[●] Product(s)] [[●] Certificate(s)] [[●] Unit(s)] [[●] Note(s)] [(subject to Selling Restrictions)] [No transfer of [Notes] [●] in an amount lower than [CCY] [●] will be permitted.] [None] [●]]
[Minimum Trading Lot [Clearing]	[CCY] [●] [[●] Product(s)] [[●] Certificate(s)] [[●] Unit(s)] [[●] Note(s)] [None] [●]] [SIX SIS, Euroclear, Clearstream (registered as intermediated securities with SIX SIS AG, in Switzerland)] [●]]
[Status]	Unsecured / Unsubordinated]
[Form of [Deed] [Notes]	[Uncertificated Securities] [●]]
[Governing Law / Jurisdiction]	[Swiss / Zurich] [●]]
[[Product] [●]	[One <i>[insert product name]</i> [with the given [[Specified]Denomination][Nominal][Par Value]] is equivalent to one (1) "[Product][Security][Certificate][Note][●]". "[Products][Securities][Certificates][Notes][●]" wherever used herein shall be construed to mean integral multiples of the same.] [●]]
[Public Offering]	[●] [None] [Switzerland]]

[Reference Portfolio]	<p>[The Reference Portfolio Advisor creates and maintains the Reference Portfolio as a theoretical portfolio by selecting the initial Constituents and their weightings and thereafter actively managing and maintaining the Reference Portfolio by rebalancing the Reference Portfolio, i.e. changing the weightings of the Constituents, removing existing Constituents and selecting new Eligible Constituents, in its reasonable discretion.</p> <p>For the avoidance of doubt: The Reference Portfolio is a notional portfolio that mirrors a theoretical investment according to the list of Constituents and their respective weightings, as adjusted from time to time. Therefore, as the Reference Portfolio is only notional and comprised only by theoretically included Constituents, there is no obligation of the Reference Portfolio Advisor or of the Issuer to make any real investment or real executions into the Constituents. Furthermore there is no obligation of the Issuer or of the Calculation Agent to hedge itself in the Constituents.</p> <p>Neither the Reference Portfolio Advisor nor the Issuer nor the Calculation Agent nor any of their officers or employees makes representations or grants warranties with respect to the performance of the Reference Portfolio or the economic success or lack of success of an investment in the Products.</p> <p>Further Information about the Reference Portfolio and the Reference Portfolio Advisor's role is contained in the Portfolio Description Document attached as Annex [1].] [●]</p>
[Rebalancing]	<p>[Rebalancing means any change in the [Constituents initiated by the Reference Portfolio Advisor] [Reference-Portfolio Components by the Reference Portfolio Advisor] [on any Business Day] after the Issue Date[, subject to Market Disruption Event below] (a "Rebalancing").] [The Reference Portfolio Advisor may initiate more than [●] Rebalancing[s] in a [calendar year].] The Calculation Agent has the right to reject Rebalancings under specific circumstances. [The expected number of Rebalancing[s] per year is [●].] [In case of Rebalancing, secondary market trading of the Product may be suspended until completion of the Rebalancing.] [●]</p>
[Adjustments]	<p>[The terms of the Product may be subject to adjustments during its lifetime.] [For clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.] [Detailed information on such adjustments is to be found in the [Indicative] Product Documentation.] [●]</p>
[Distribution Fees]	<p>[[●] [%] [p.a.] [fee [embedded][included] in the [Issue Price]] [None] [●]</p>
[Additional fee disclosure]	<p>[Insert fee information as applicable.]</p>
[Fees and expenses charged to investors during the term of the Product]	<p>[●] [None]]</p>
[Material Changes]	<p>[Apart from what has been published or disclosed in the [Indicative] Product Documentation (including any documents incorporated by reference therein), there has been no material change in the Issuer's assets, financial or revenue position since the end of its last year-end or quarterly financial report.]] [●]</p>
[Responsibility]	<p>UBS AG, having its registered head offices at Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland, accepts responsibility for the information contained in these [Indicative] Final Terms and declares that, to its knowledge, the information contained in these [Indicative] Final Terms is accurate and does not omit any material circumstances.</p>

[Insert additional general information as applicable. [●]]

[Tax Treatment [Switzerland]]

[Insert tax information as applicable or delete.] [●]

[Withholding Tax related to 871(m) of the U.S. Tax Code]

[Insert tax information as applicable or delete.] [●]

[Adjustments and Market Disruption Events]

[Insert information on adjustments and market disruption events as applicable or delete.] [●]

[Significant Risks for Investors]

[Investors in this Product should be experienced investors and familiar with both [derivative products] [and the] [stock market] [interest rate market] [financial markets] [●]. Potential investors should understand the risks associated with an investment in the Product and shall only reach an investment decision after careful considerations with their legal, tax, financial and

other advisors of (i) the suitability of an investment in the Product in the light of their own particular financial, fiscal and other circumstances (ii) the information set out in this document and (iii) the Underlying(s).

In addition to the market risk with regard to the development of the Underlying, each investor bears the general risk that the financial situation of the Issuer could deteriorate ("**Issuer Risk**"). The Products constitute immediate, unsecured and unsubordinated obligations of the Issuer, which, particularly in case of insolvency of the Issuer, rank *pari passu* with each and all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of those that have priority due to mandatory statutory provisions. The general assessment of the Issuer's creditworthiness may affect the value of the Products. This assessment generally depends on the ratings assigned to the Issuer or its affiliated companies by rating agencies such as Moody's, Fitch and Standard & Poor's. The Issuer Rating indicated in this document reflects the situation at the time of issuance and may be subject to change. The actual Issuer Rating at any given time can be seen on the Issuer's website (www.ubs.com) under "Investor Relations".

In addition to the risk factors below, further risk factors are set out in the UBS Swiss Base Prospectus for the Issuance of Securities.] [●]

[Product specific risks]

[Insert product specific risks or delete.] [●]

[Product Documentation]

[FOR INDICATIVE FINAL TERMS, PLEASE INSERT:]

[This document ("**Indicative Final Terms**") contains the non-binding indicative final terms for the Product. The Indicative Final Terms contain indicative terms and conditions subject to change. The Final Terms will be made available on the Issue Date.

The Indicative Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time, ("**Base Prospectus**") shall form the non-binding and indicative documentation for this Product ("**Indicative Product Documentation**"), and accordingly the Indicative Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Indicative Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Indicative Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Indicative Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Indicative Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Indicative Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Indicative Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[FOR FINAL TERMS, PLEASE INSERT:]

[This document ("**Final Terms**") contains the final terms for the Product.

The Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time ("**Base Prospectus**") shall form the entire documentation for this Product ("**Product Documentation**"), and accordingly the Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[Index Disclaimer]

[Insert Index Disclaimer as applicable or delete.] [●]

[Insert additional sections as applicable.]

[Insert further sections as applicable and as necessary.] [●]

[Selling Restrictions]

[Insert applicable selling restrictions.] [●]

[Insert for Participation Certificates with reference-portfolios as applicable or delete:]

Annex 1 – Reference Portfolio [Guidelines] [Description Document]

[Insert description and information on the Reference Portfolio as applicable.] [●]

[Target Portfolio: [●]]

[Target Portfolio Publication Event and Target Portfolio Publication Date: [●]]

[Target Portfolio Implementation Date: [●]]

[Initial Reference Portfolio: [●]]

[Name: [●]]

[Bloomberg Ticker: [●]]

[Price in [CCY1]: [●]]

[Weight: [●]]

[FX [CCY1]/[CCY2]: [●]]

[Price in [CCY2]: [●]]

[Rebalancing: [●]]

[Target Weight: [●]]

[Liquidity Criteria: [●]]

[Reference Rate: [●]]

[Information may be presented as a table or in any other form.] [●]

[Insert for Strategy linked Products as applicable or delete:]

Annex 1 – Strategy Description

[Strategy Description: [●]]

[Insert further information on Strategy and Strategy Components (including formula(s)) as applicable.] [●]]

ANNEX TO THE [INDICATIVE] FINAL TERMS: ISSUE SPECIFIC SUMMARY

[•]

Information on the Securities
[•]
Information on the Offer and Admission to Trading
[•]

FORM OF FINAL TERMS: SECURITIES WITH REFERENCE ENTITIES

[In case of Products which are subject to Option 2 (as defined in the Base Prospectus) or in case the Products provide for certain special or additional features, the Issuer is free to deviate from the below standard as appropriate irrespective of whether or not the text in a specific section is bracketed.]

[Insert Product Name]

[Linked to [●] [Credit Risk of [●]] [Index Name [●]] [Series [●], Version [●]] [(subordinated)] [Basket of [Reference Entities] [●]]

Issued by [UBS AG], [London] [Jersey] [Hong Kong] Branch under the UBS Swiss Base Prospectus for the Issuance of Securities [●]

[Cash] [physical] settled; [●]

[[SVSP]/[EUSIPA] Product Type:]

[Credit linked Note (1400 [●])] [●]

[Conditional Capital Protection Note with Additional Credit Risk (1410 [●])] [●]

[Yield Enhancement Certificate with Additional Credit Risk (1420 [●])] [●]

[Participation Certificate with Additional Credit Risk (1430 [●])] [●]

[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [SIX Symbol: [●]] [●]

[Indicative] Final Terms

[The Product does not represent a participation in any of the collective investment schemes pursuant to article 7 et seq. of the Swiss Federal Act on Collective Investment Schemes (CISA) and thus does not require an authorisation of the Swiss Financial Market Supervisory Authority (FINMA). Therefore, investors in this Product are not eligible for the specific investor protection under the CISA. Moreover, investors in this Product bear the issuer risk. Furthermore, this Product does not benefit from any depositor protection under article 37a of the Swiss Federal Act on Banks and Savings Banks (Banking Act) or other forms of deposit insurance under any other law as might be applicable to this Product.]

[Information on Underlying] [Underlying Details]

[Insert (a) name and/or general description of the underlying asset(s), (b) ISIN or other security numbers/identifiers relating to the underlying assets(s), if any, and (c) specification of trading venue for (publicly) traded underlying(s) or indication where the price determination with respect to the underlying asset(s) is accessible.]

[Insert further information (a) relating to the type of the underlying asset(s) and/or (b) the discretionary management of the underlying asset(s), if applicable.]

[Underlying information may be presented as a table or in any other form.] [●]

[Product Structure]

[Insert product structure description as applicable or delete.] [●]

[Product Details] [Main Details]

[Security Numbers]	[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [Common Code: [●]] [●]
[SIX Symbol]	[●]
[Aggregate Nominal Amount]	[CCY] [●]
[[Specified] Denomination [/ Nominal] [/ Par Value]	[CCY] [●] [per Product] [(traded in nominal)] [[●] Units (traded in Units)] [●]
[Outstanding Denomination]	[As of any calendar day t , the Outstanding Denomination shall be the following: $S \times (1 - w(t))$ where: S = Specified Denomination $w(t)$ = the aggregate of the Entity Weightings of all Reference Entities in respect of which a Credit Event has occurred on or prior to date t] [●]
[[Indicative] Issue Price [per unit] [per Product] [per Certificate]]	[CCY] [●] [%] [of the [[Specified] Denomination] [(Percentage Quotation [subject to market conditions])] [CCY] [●] [per Unit] [[●] [Unit(s)] [(Unit Quotation)]] [●]
[Calculation Amount]	[CCY] [●]

[Settlement Currency] [●]
 [Capital Protection] [●]
 [Participation] [●]
**[Insert additional product details [●]
 as applicable.]**

[Dates]

[[Start of the public offer of the [Securities][Products]] [Launch Date] [●] [(indicative)]

[Issue Date / [Initial] Payment Date] [●] [(indicative)]
 [("Issue Date")]

[Subscription Period] [●] [until [●]] ([●][CET]) [(please note that the Subscription Period can be extended or can close earlier)] [●]

[Pricing Date ("Pricing")] [●] [(indicative)]

[Trade Date] [●] [(indicative)]

[First [SIX] [Trading] [Listing] [Day][Date]/[Time]] [●]/[●] [CET] [(anticipated)]

[Last [SIX] [Trading] [Listing] [Day][Date]/[Time]] [●]/[●] [CET] [(anticipated)]

[Credit Linkage Start Date] [Trade Date] [Credit Event Backstop Date] [●]

[Credit Linkage End Date] [The Scheduled Maturity Date] [, provided that if **[if Grace Period Extension is applicable insert: "Grace Period Extension"** is applicable with respect to the Reference Entity]
[or]
[If Repudiation/Moratorium is applicable insert: "Repudiation/Moratorium" is a Credit Event with respect to the Reference Entity]
 the Credit Linkage End Date may be extended as set out in the definition of "Credit Linkage End Date" in the [Indicative] Product Documentation.] [●]

[Reference Period] [In respect of a Reference Entity, the period from and including the Credit Linkage Start Date to and including the Credit Linkage End Date.] [●]

[[Redemption] [[Scheduled] Maturity] Date] [The date of redemption of the Product depends on the prevailing circumstances as specified in section "Redemption".] [●]
 [the Product does not have a fixed Redemption Date (Open End).]
 [●] [the "**Scheduled Maturity Date**" [subject to Redemption at the Option of the Issuer and] subject to adjustment in accordance with the Business Day Convention, and subject if applicable to Potential Credit Event Extension, Grace Period Extension and Repudiation/Moratorium Extension and provided that if a Credit Event Determination Date occurs, the Maturity Date is the later of the Cash Redemption Date and the Auction Redemption Date (if applicable).] [●]

[Optional Redemption Date(s)] [*In case of multiple call option insert: [[Day] [Month], [Day] [Month], [Day] [Month] and [Day] [Month]]* [the [●] day of each calendar month] of each year from and including [Day] [Month] [Year] to and including [Day] [Month] [Year], subject to adjustment in accordance with the Business Day Convention) [*In case of single call option insert: [●],* subject to adjustment in accordance with the Business Day Convention]] [●]

[Interest Commencement Date] [●]

[[Coupon] [Interest] Period] [Each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.] [●]

[[Scheduled] Interest Payment Dates] [[●], [●], [●], and [●] every year, from and including [●] **[if there is a long/short first interest period insert, otherwise delete: ([long]/[short] first interest period)]** to and including the Scheduled Maturity Date.] [●]

[Insert additional dates as applicable.] [●]

[Coupon] [Interest [Rate]]

[Insert information on coupon / interest (including formula(s)) as applicable or delete.] [●]

[Early Redemption]

[Insert early redemption details (including formula(s)) as applicable or delete.] [●]

[Redemption]

[Insert (early) redemption details (including formula(s)) as applicable.] [●]

[Credit Linkage] [Credit Related Provisions]

[Insert information on credit linkage as applicable or delete.]

[Information on credit linkage may be presented as a table or in any other form.] [●]

[Extraordinary Termination]

[Insert extraordinary termination details as applicable or delete.] [●]

[General Information]

[Issuer]	[UBS AG, Zurich and Basel, Switzerland, acting through its [London][Jersey][Hong Kong] Branch] [●]
[Issuer Rating]	[[●] Moody's / [●] S&P's / [●] Fitch (as of [●])] [This is the long term credit rating of the Issuer and it does not represent ratings of the Product. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.] [The Product will not be rated.] [●]
[Issuer Supervisory Authority]	[Swiss Financial Market Supervisory Authority (FINMA).] [London Branch additionally Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA).] [Jersey Branch additionally Jersey Financial Services Commission (JFSC).] [●]
[Lead Manager]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]
[Calculation Agent]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]
[[Principal] [Swiss] Paying Agent]	[UBS AG, Zurich] [UBS Switzerland AG, Zurich] [●]
[Nominee of the Issuer]	[UBS AG, London Branch] [None] [●]
[[Listing]/[Admission to Trading]	[Listing] [Admission to Trading] [at [insert exchange] (will be applied for)] [None] [●]
[[Related] [Relevant] Exchange[s]	[●] [The exchange on which components comprising the Underlying are traded, as determined by the Index Sponsor from time to time.] [●]
[Secondary Market]	[The Issuer or the Lead Manager, as applicable, intends, under normal market conditions, to provide bid and/or offer prices for this Product on a regular basis. However, the Issuer or the Lead Manager, as applicable, makes no firm commitment to provide liquidity by means of bid and/or offer prices for this Product, and assumes no legal obligation to quote any such prices or with respect to the level or determination of such prices.] [Potential investors therefore should not rely on the ability to sell this Product at a specific time or at a specific price.] [In special market situations, where the Issuer is completely unable to enter into hedging transactions, or where such transactions are very difficult to enter into, the spread between the bid and offer prices may be temporarily expanded, in order to limit the economic risks of the Issuer.] [Daily price indications, [if any,] will be available [subject to Secondary Market provisions] on [Reuters/Bloomberg][, www.ubs.com/keyinvest] [and SIX Financial Information] [, Teltekurs] from [09:15 - 17:15 (CET)].] [Please note that the Keyinvest website is not available to UK residents.] [Under normal secondary market conditions, as reasonable determined by the Calculation Agent, the spread between the bid and offer prices will not exceed 1.00%.] [●]
[[Quoting Type]/[Quotation]	[Secondary market prices are quoted [[dirty][clean]] [in [Units][percentage]] [accrued [interest] [interest amount] is [not] included in the price.] [●]
[[Exchange] Business Days]	[Zurich] [New York] [Target2] [London] [Each day on which the Related Exchange is open for regular trading session and the level of the Underlying(s) is determined in accordance with the relevant rules.] [●]
[[Exchange] Business Day Convention]	[[Modified]Following] [Adjusted] [Unadjusted]] [Where any date is used in conjunction with the term "Business Day Convention", an adjustment will be made if that date would otherwise fall on a day that is not a Business Day, so that the date will be the first following day that is a Business Day. Investors shall not be entitled to further interest or other payments in respect of such delay.] [●]

[Early Redemption Events	[Change in Law, Hedging Disruption, Increased Cost of Hedging, Tax Event] [●]]
[Day Count Fraction	[30/360] [●]]
[Minimum Investment	[CCY] [●] [[●] Product(s)] [[●] Certificate(s)] [[●] Unit(s)] [[●] Note(s)] [(subject to Selling Restrictions)] [None] [●]]
[Minimum Trading Lot	[CCY] [●] [[●] Product(s)] [[●] Certificate(s)] [[●] Unit(s)] [[●] Note(s)] [None] [●]]
[Clearing	[SIX SIS, Euroclear, Clearstream (registered as intermediated securities with SIX SIS AG, in Switzerland)] [●]]
[Status	Unsecured / Unsubordinated]
[Form of [Deed] [Notes]	[Uncertificated Securities] [●]]
[Governing Law / Jurisdiction	[Swiss / Zurich] [●]]
[[Product] [●]	[One <i>insert product name</i> [with the given [[Specified]Denomination][Nominal][Par Value]] is equivalent to one (1) "[Product][Security][Certificate][Note][●]". "Products][Securities][Certificates][Notes][●]" wherever used herein shall be construed to mean integral multiples of the same.] [●]]
[Public Offering	[●] [None] [Switzerland]]
[Adjustments	[The terms of the Product may be subject to adjustments during its lifetime.] [For clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest .] [Detailed information on such adjustments is to be found in the [Indicative] Product Documentation.] [●]]
[Distribution Fees	[[●] [%] [p.a.] [fee [embedded][included] in the [Issue Price]]] [None] [●]]
[Additional fee disclosure]	[Insert fee information as applicable or delete.]
[Fees and expenses charged to investors during the term of the Product	[●] [None]]
Material Changes	[Apart from what has been published or disclosed in the [Indicative] Product Documentation (including any documents incorporated by reference therein), there has been no material change in the Issuer's assets, financial or revenue position since the end of its last year-end or quarterly financial report.]] [●]
Responsibility	UBS AG, having its registered head offices at Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland, accepts responsibility for the information contained in these [Indicative] Final Terms and declares that, to its knowledge, the information contained in these [Indicative] Final Terms is accurate and does not omit any material circumstances.

[Insert additional general information as applicable.] [●]

[Tax Treatment [Switzerland]]

[Insert tax information as applicable or delete.] [●]

[Withholding Tax related to 871(m) of the U.S. Tax Code]

[Insert tax information as applicable or delete.] [●]

[Significant Risks for Investors]

[Investors in this Product should be experienced investors and familiar with both [derivative products] [and the] [stock market] [interest rate market] [financial markets] [●]. Potential investors should understand the risks associated with an investment in the Product and shall only reach an investment decision after careful considerations with their legal, tax, financial and other advisors of (i) the suitability of an investment in the Product in the light of their own particular financial, fiscal and other circumstances (ii) the information set out in this document and (iii) the Underlying(s).

In addition to the market risk with regard to the development of the Underlying, each investor bears the general risk that the financial situation of the Issuer could deteriorate ("**Issuer Risk**"). The Products constitute immediate, unsecured and unsubordinated obligations of the Issuer, which, particularly in case of insolvency of the Issuer, rank *pari passu* with each and all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of those that have priority due to mandatory statutory provisions. The general assessment of the Issuer's creditworthiness may affect the value of the Products. This assessment generally depends on the ratings assigned to the Issuer or its affiliated companies by rating agencies such as Moody's, Fitch and Standard & Poor's. The Issuer Rating indicated in this document reflects the situation at the time of issuance and may be subject to change. The actual Issuer Rating at any given time can be seen on the Issuer's website (www.ubs.com) under "Investor Relations".

In addition to the risk factors below, further risk factors are set out in the UBS Swiss Base Prospectus for the Issuance of Securities.] [●]

[Product specific risks]

[Insert product specific risks as applicable or delete.] [●]

[Risk Factors relating to Credit Linkage]

[Insert Credit Linkage specific risk factors as applicable or delete.] [●]

[Conflict of Interests]

[Insert information on potential conflict of interest as applicable or delete.] [●]

[Product Documentation]**[FOR INDICATIVE FINAL TERMS, PLEASE INSERT:**

[This document ("**Indicative Final Terms**") contains the non-binding indicative final terms for the Product. The Indicative Final Terms contain indicative terms and conditions subject to change. The Final Terms will be made available on the Issue Date.

The Indicative Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time, ("**Base Prospectus**") shall form the non-binding and indicative documentation for this Product ("**Indicative Product Documentation**"), and accordingly the Indicative Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Indicative Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Indicative Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Indicative Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Indicative Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Indicative Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Indicative Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[FOR FINAL TERMS, PLEASE INSERT:]

[This document ("**Final Terms**") contains the final terms for the Product.

The Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time ("**Base Prospectus**") shall form the entire documentation for this Product ("**Product Documentation**"), and accordingly the Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[Index Disclaimer]

[Insert Index Disclaimer as applicable or delete.] [●]

[Insert additional sections as applicable.]

[Insert further sections as applicable and as necessary.] [●]

[Selling Restrictions]

[Insert applicable selling restrictions.] [●]

ANNEX TO THE [INDICATIVE] FINAL TERMS: ISSUE SPECIFIC SUMMARY

[●]

Information on the Securities
[●]
Information on the Offer and Admission to Trading
[●]

FORM OF FINAL TERMS: SECURITIES WITH LEVERAGE

[In case of Products which are subject to Option 2 (as defined in the Base Prospectus) or in case the Products provide for certain special or additional features, the Issuer is free to deviate from the below standard as appropriate irrespective of whether or not the text in a specific section is bracketed.]

[Insert Product Name]

[Linked to [●] [Basket of[●]] [[●]Index] [Index [●] [(long)] vs Index [●] [(short)]] [[●] Strategy] [Long [(CCY1)] Short [(CCY2)] exchange rate] [[●] Index / [●] Index / [●] Index [(Maturity Month)] [●] Series] [●]]

Issued by [UBS AG], [London] [Jersey] [Hong Kong] Branch under the UBS Swiss Base Prospectus for the Issuance of Securities [●]

[Cash] [physical] settled; [Quanto Style] [[Knock-Out] [Barrier] Observation [at Daily Close] [at Expiry]] [●]

[[SVSP]/[EUSIPA] Product Type:]

[Warrant (2100 [Lookback] [●])]

[Spread Warrant (2110 [●])]

[Warrant with Knock-Out (2200 [●])]

[Mini-Future (2210, [[●] Callable] [Closed-End] [●])]

[Constant Leverage Certificate (2300 [●])] [●]

[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [SIX Symbol: [●]] [●]

[Indicative] Final Terms

[The Product does not represent a participation in any of the collective investment schemes pursuant to article 7 et seq. of the Swiss Federal Act on Collective Investment Schemes (CISA) and thus does not require an authorisation of the Swiss Financial Market Supervisory Authority (FINMA). Therefore, investors in this Product are not eligible for the specific investor protection under the CISA. Moreover, investors in this Product bear the issuer risk. Furthermore, this Product does not benefit from any depositor protection under article 37a of the Swiss Federal Act on Banks and Savings Banks (Banking Act) or other forms of deposit insurance under any other law as might be applicable to this Product.]

[Information on Underlying] [Underlying Details]

[Insert (a) name and/or general description of the underlying asset(s), (b) ISIN or other security numbers/identifiers relating to the underlying assets(s), if any, and (c) specification of trading venue for (publicly) traded underlying(s) or indication where the price determination with respect to the underlying asset(s) is accessible.]

[Insert further information (a) relating to the type of the underlying asset(s) and/or (b) the discretionary management of the underlying asset(s), if applicable.]

[Underlying information may be presented as a table or in any other form.] [●]

[Product Structure]

[Insert product structure description as applicable or delete.] [●]

[Product Details] [Main Details]

[Security Numbers]	[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [Common Code: [●]] [●]
[SIX Symbol]	[●]
[Aggregate Nominal Amount]	[CCY] [●]
[Conversion Ratio]	[●]
[[Specified] Denomination [/ Nominal] / Par Value]	[CCY] [●] [per Product] [(traded in nominal)] [[●] Units (traded in Units)] [●]
[Notional [Amount] [per Certificate] [per Warrant]]	[CCY] [●] [(indicative. For the avoidance of doubt, the Notional Amount may be above or below [CCY] [●] depending on market moves during the subscription period)] [●]
[Calculation Amount]	[CCY] [●]
[[Indicative] Issue Price [[per unit] [per Product] [per Certificate]]	[CCY] [●] [(=[●]%) of the [Initial Level of the Certificates] [of the [[Specified]Denomina- tion] [(Percentage Quotation [subject to market conditions])] [CCY] [●] [per Unit] [[●] [Unit(s)] [(Unit Quotation)]]] [●]
[Settlement Currency]	[●] [(Quanto)]]
[Redemption Currency]	[●] [(Quanto)]]

[Quanto Style]	[The Redemption is not subject [to any exchange rate] [to the [[CCY1]/[CCY2]] [and [[CCY3]/[CCY4]] [•] exchange rate.]] [•]]
[Stop Loss Level]	[CCY] [•] [(=[•]/[%] of the Initial Level of the Certificates)] [The Underlying Level is at or [above] [below] [•]] [•]]
[Management Fee (MF)]	[•]/[%] [per annum per unit of Leverage] [•]]
[[Initial] Leverage]	[•]]
[Strike Price]	[CCY] [•]]
[Strike [Level]]	[•]/[%]]
[Lookback Level]	[The highest official closing level of the Underlying on the Related Exchange on the Lookback Dates, as determined by the Calculation Agent.] [•]]
[Current Level of Underlying]	[•]/[%]]
[[Initial] Underlying Level]	[•]]
[Type of Product]	[Put] [Call] [FX-crossed put] [[De-Leveraged] [Kick-In] [Put] [Call] Spread Warrant] [[Put] [Call] Warrant with Knock-Out] [•]]
[Option Style]	[European] [American] [•]]
[Barrier Type]	[Daily Close] [at Expiry] [•]]
[Exercise at Expiry]	[Automatic] [on request] [•]]
[Minimum Redemption]	[Each Warrant is subject to a minimum redemption level in accordance with the "Floor" stated below.] [•]]
[Floor]	[•]]
[Payments per Product]	<i>[Insert payment conditions, formula and definitions as applicable or delete.]</i>
[Reference Level]	[The level of the Underlying on each Fixing Date as calculated by the Calculation Agent by reference to the official fixing levels of the Underlying.] [•]]

***[Insert additional product details [•]]
as applicable.***

[Dates]

[[Start of the public offer of the [Se- [•] [(indicative))] curities][Products]] [Launch Date]	
[Subscription Period]	[•] [until [•]] ([•]/[CET])] [(please note that the Subscription Period can be extended or can close earlier)] [•]]
[Pricing Date [{"Pricing"}] [/Fixing [•] [(indicative))] Date]	
[Trade Date]	[•] [(indicative)]
[Issue Date [/ [Initial] Payment Date] [{"Issue Date"}]	[•] [(indicative)]
[Payment Dates]	[Payments per Product will be paid [quarterly] succeeding the Issue Date subject to adjustments in accordance with the Business Day Convention. The last Payment per Product will be paid at the Maturity Date.] [•]]
[Calculation Period]	[The initial Calculation Period will be the period from and including the Issue Date to but excluding the subsequent Payment Date. Each subsequent Calculation Period will be the period between two succeeding Payment Dates, from and including the first Payment Date to but excluding the following Payment Date.] [•]]
[Exercise Period]	[•]]
[Lookback Date(s)]	[•]]
[Strike Date]	[•] [(live strike)]
[Fixing Date]	[•]]
[First [SIX] [Trading] [Listing] [Day][Date]/[Time]]	[•]/[•] [CET] [(anticipated)]
[Last [SIX] [Trading] [Listing] [Day][Date]/[Time]]	[•]/[•] [CET] [(anticipated)]
[[Redemption Date][Maturity Date]	[•] [(subject to Market Disruption Event provisions)] [•]]
[Early Expiration Date]	[The Stop Loss Event Date] [(subject to Market Disruption provisions)] [•]]
[Early Redemption Date]	[•]]
[Early Redemption Option Exercise Dates]	[Mean each [•], [•], [•] and [•] of a year, starting on [•].] [•]]

[Expiration Date [and Time] ("Expiry")]	[●] [(subject to Market Disruption Event provisions [and Issuer Call Right]).] [Provided, in each case that if the Expiration Date is not an Exchange Business Day, then such Expiration Date shall be the first following day that is an Exchange Business Day.] [or if such date is not a Fixing Day, the next following Fixing Day.] [(subject to Disruption and Extraordinary Termination provisions)] [●]]
[Issuer Call Right]	[None] [●]]
[Final Valuation Date]	[[●] Business Days prior to the Redemption Date] [●]]
[Valuation Time]	[Official market close on the Relevant Exchange] [●]]
[Insert additional dates as applicable.]	[●]]

[Early Redemption]

[Insert early redemption details (including formula(s) as applicable or delete.)] [●]

[Redemption [Amount]]

[Insert (early) redemption details (including formula(s) as applicable).] [●]

[Price Sources]

[Insert price sources information as applicable or delete.] [●]

[Automatic Early Termination Event & Early Termination Event]

[Insert automatic early termination event provisions as applicable or delete.] [●]

[Extraordinary Termination]

[Insert extraordinary termination details as applicable or delete.] [●]

[General Information]

[Issuer]	[UBS AG, Zurich and Basel, Switzerland, acting through its [London][Jersey][Hong Kong] Branch] [●]]
[Issuer Rating]	[[●] Moody's / [●] S&P's / [●] Fitch (as of [●])] [This is the long term credit rating of the Issuer and it does not represent ratings of the Product. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.] [The Product will not be rated.] [●]]
[Issuer Supervisory Authority]	[Swiss Financial Market Supervisory Authority (FINMA).] [London Branch additionally Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA).] [Jersey Branch additionally Jersey Financial Services Commission (JFSC).] [●]]
[Lead Manager]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]]
[Dealer]	[UBS Europe SE] [●]]
[Calculation Agent]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]]
[[Principal] [Swiss] Paying Agent]	[UBS AG, Zurich] [UBS Switzerland AG, Zurich] [●]]
[[Related] [Relevant] Exchange[s]]	[●] [The exchange on which components comprising the Underlying are traded, as determined by the Index Sponsor from time to time.] [●]]
[Relevant Futures and Options Exchange]	[●]]
[Index Sponsor(s)]	[●]]
[[Listing][Admission to Trading]]	[Listing] [Admission to Trading] [at <i>[insert exchange]</i> (will be applied for)] [None] [●]]
[Secondary Market]	[The Issuer or the Lead Manager, as applicable, intends, under normal market conditions, to provide bid and/or offer prices for this Product on a regular basis. However, the Issuer or the Lead Manager, as applicable, makes no firm commitment to provide liquidity by means of bid and/or offer prices for this Product, and assumes no legal obligation to quote any such prices or with respect to the level or determination of such prices.] [Potential investors therefore should not rely on the ability to sell this Product at a specific time or at a specific price.]

	[In special market situations, where the Issuer is completely unable to enter into hedging transactions, or where such transactions are very difficult to enter into, the spread between the bid and offer prices may be temporarily expanded, in order to limit the economic risks of the Issuer.]
	[Daily price indications, [if any,] will be available [subject to Secondary Market provisions] on [Reuters/Bloomberg][, www.ubs.com/keyinvest] [and SIX Financial Information] [, Teltekurs] from [09:15 - 17:15 (CET)].] [Please note that the Keyinvest website is not available to UK residents.]
	[Under normal secondary market conditions, as reasonable determined by the Calculation Agent, the spread between the bid and offer prices will not exceed 1.00%.] [●]
[Issuer Call Right]	[The Issuer has the right to call the [Insert Product Name] on every day (the " Notice Date ") for early redemption, for the first time on [●], subject to giving at least [●] Business Day[s] prior notice by way of notifying the holders of the Products pursuant to the respective provisions in the [Indicative] Product Documentation the date the termination will become effective (the " Effective Exercise Date "). Subject to the Market Disruption provisions, the Products will be redeemed on the [5 th] Business Day following the Effective Exercise Date for a value representative of the market price of the Product on the Effective Exercise Date, as reasonably determined by the Calculation Agent in its sole discretion acting in good faith in a commercially reasonable manner. In case the Effective Exercise Date is not an underlying Business Day, the next following underlying Business Day shall apply.] [●]
[Investor Exercise Right]	[None] [●]
[Effective Exercise Date]	[Means the date when the Issuer Call Right becomes effective (corresponds to [1] month after the respective termination date has been notified in case of issuer's call and subject to Market Disruption Event provisions).] [●]
[[Interest Calculation] [Day Count Fraction]	[30/360] [●]
[[Exchange] [Currency] Business Day]	[Zurich] [New York] [Target2] [London] [Each day on which the Related Exchange is open for regular trading session and the level of the Underlying(s) is determined in accordance with the relevant rules.] [Any day on which the Exchange is scheduled to be open for trading, notwithstanding any day on which they close for business prior to their regular weekday closing time] [●]
[Business Day Convention]	[[Modified]Following] [Adjusted] [Unadjusted]] [Where any date is used in conjunction with the term "Business Day Convention", an adjustment will be made if that date would otherwise fall on a day that is not a Business Day, so that the date will be the first following day that is a Business Day. Investors shall not be entitled to further interest or other payments in respect of such delay.] [●]
[Fixing Day]	[Any calendar day (other than a Saturday or Sunday) when the [FX Spot Rate Sponsor] is scheduled to publish the [FX Spot Rate Price].] [●]
[Minimum Investment]	[CCY] [●] [[●] Product(s)] [●] [Warrant(s)] [Unit(s)] [(subject to Selling Restrictions)] [None] [●]
[Minimum Trading [Lot] [Size]	[CCY] [●] [[●] Product(s)] [●] [Warrant(s)] [Unit(s)] [None] [●]
[Minimum Exercise]	[●] [Warrant(s)] [Warrants may only be exercised in integral multiples of [●].] [●]
[Clearing]	[SIX SIS, Euroclear, Clearstream (registered as intermediated securities with SIX SIS AG, in Switzerland)] [●]
[Custody]	[●]
[Status]	Unsecured / Unsubordinated]
[Form of [Deed] [Notes]	[Uncertificated Securities] [●]
[Governing Law / Jurisdiction]	[Swiss / Zurich] [●]
[[Product] [●]	[One [insert product name] [with the given [[Specified]Denomination][Nominal]][Par Value]] is equivalent to one (1) "[Product][Security][Certificate][●]". "[Products][Securities][Certificates][●]" wherever used herein shall be construed to mean integral multiples of the same.] [●]
[Public Offering]	[●] [None] [Switzerland]]
[Adjustments]	[The terms of the Product may be subject to adjustments during its lifetime.] [For clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.] [Detailed information on such adjustments is to be found in the [Indicative] Product Documentation.] [●]
[Distribution Fees]	[[●] [%] [p.a.] [fee [embedded][included] in the [Issue Price]] [None] [●]
[Additional fee disclosure]	[Insert fee information as applicable.]

[Fees and expenses charged to investors during the term of the Product] [●] [None]]

Material Changes [Apart from what has been published or disclosed in the [Indicative] Product Documentation (including any documents incorporated by reference therein), there has been no material change in the Issuer's assets, financial or revenue position since the end of its last year-end or quarterly financial report.] [●]

Responsibility UBS AG, having its registered head offices at Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland, accepts responsibility for the information contained in these [Indicative] Final Terms and declares that, to its knowledge, the information contained in these [Indicative] Final Terms is accurate and does not omit any material circumstances.

[Insert additional general information as applicable.] [●]

[Tax Treatment [Switzerland]]

[Insert tax information as applicable or delete.] [●]

[Withholding Tax related to 871(m) of the U.S. Tax Code]

[Insert tax information as applicable or delete.] [●]

[Significant Risks for Investors]

[Investors in this Product should be experienced investors and familiar with both [derivative products] [and the] [stock market] [interest rate market] [financial markets] [●]. Potential investors should understand the risks associated with an investment in the Product and shall only reach an investment decision after careful considerations with their legal, tax, financial and other advisors of (i) the suitability of an investment in the Product in the light of their own particular financial, fiscal and other circumstances (ii) the information set out in this document and (iii) the Underlying(s).

In addition to the market risk with regard to the development of the Underlying, each investor bears the general risk that the financial situation of the Issuer could deteriorate ("**Issuer Risk**"). The Products constitute immediate, unsecured and unsubordinated obligations of the Issuer, which, particularly in case of insolvency of the Issuer, rank pari passu with each and all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of those that have priority due to mandatory statutory provisions. The general assessment of the Issuer's creditworthiness may affect the value of the Products. This assessment generally depends on the ratings assigned to the Issuer or its affiliated companies by rating agencies such as Moody's, Fitch and Standard & Poor's. The Issuer Rating indicated in this document reflects the situation at the time of issuance and may be subject to change. The actual Issuer Rating at any given time can be seen on the Issuer's website (www.ubs.com) under "Investor Relations".

In addition to the risk factors below, further risk factors are set out in the UBS Swiss Base Prospectus for the Issuance of Securities.] [●]

[Product specific risks]

[Insert product specific risks as applicable or delete.] [●]

[Goodwill Provision]

[In case the Warrants were in the money at 12:00 CET on the Expiration Date and the investor missed the exercise deadline, the Issuer offers investors on a voluntary basis, without recognition of a legal obligation to do so, the possibility of a goodwill payment in cash. To receive such goodwill payment, investors have to contract the Issuer no later than 18:00 CET on the Business Day following the Expiry. Thereafter, no goodwill payment will be made.

The goodwill payment amount will be determined by the Calculation Agent and is defined as:

Min(Underlying price at 12:00 CET on the Expiration Date; Settlement Price) – Strike, adjusted for the Conversion Ratio and converted into the Redemption Currency, if applicable.

For the avoidance of doubts, if either the Underlying price at 12:00 CET on the Expiration Date or the Settlement Price are equal or below the Strike, no payment will be made.] [●]

[Product Documentation]

[FOR INDICATIVE FINAL TERMS, PLEASE INSERT:

[This document ("**Indicative Final Terms**") contains the non-binding indicative final terms for the Product. The Indicative Final Terms contain indicative terms and conditions subject to change. The Final Terms will be made available on the Issue Date.

The Indicative Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time, ("**Base Prospectus**") shall form the non-binding and indicative documentation for this Product ("**Indicative Product Documentation**"), and accordingly the Indicative Final Terms should always be read together

with the Base Prospectus and any supplements thereto. Definitions used in the Indicative Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Indicative Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Indicative Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Indicative Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Indicative Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Indicative Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[FOR FINAL TERMS, PLEASE INSERT:]

[This document ("**Final Terms**") contains the final terms for the Product.

The Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time ("**Base Prospectus**") shall form the entire documentation for this Product ("**Product Documentation**"), and accordingly the Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[Index Disclaimer]

[Insert Index Disclaimer as applicable or delete.] [●]

[Insert additional sections as applicable.]

[Insert further sections as applicable and as necessary.] [●]

[Selling Restrictions]

[Insert applicable selling restrictions.] [●]

[Annex 1 – Description of the Underlying]

[Description of the Underlying]

[Insert underlying strategy description as applicable.]

[Insert contract details as applicable.]

[Insert underlying details as applicable.]

[Information may be presented as a table or in any other form.] [●]

ANNEX TO THE [INDICATIVE] FINAL TERMS: ISSUE SPECIFIC SUMMARY

[•]

Information on the Securities
[•]
Information on the Offer and Admission to Trading
[•]

FORM OF FINAL TERMS: EXTENDIBLE MONEY MARKET CERTIFICATES (EMMC)

[In case of Products which are subject to Option 2 (as defined in the Base Prospectus) or in case the Products provide for certain special or additional features, the Issuer is free to deviate from the below standard as appropriate irrespective of whether or not the text in a specific section is bracketed.]

[Exchangeable Series of] *Extendible Money Market Certificates* (EMMC)

Issued by [UBS AG], [London] [Jersey] [Hong Kong] Branch under the UBS Swiss Base Prospectus for the Issuance of Securities [●]

[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [SIX Symbol: [●]] [●]

[Indicative] Final Terms

[The Product does not represent a participation in any of the collective investment schemes pursuant to article 7 et seq. of the Swiss Federal Act on Collective Investment Schemes (CISA) and thus does not require an authorisation of the Swiss Financial Market Supervisory Authority (FINMA). Therefore, investors in this Product are not eligible for the specific investor protection under the CISA. Moreover, investors in this Product bear the issuer risk. Furthermore, this Product does not benefit from any depositor protection under article 37a of the Swiss Federal Act on Banks and Savings Banks (Banking Act) or other forms of deposit insurance under any other law as might be applicable to this Product.]

[Product Details] [Main Details]

[Insert for 1-Month [CCY] Extendible Money Market Certificate: The UBS Extendible Money Market Certificate offers the investor the possibility to remain constantly invested in the Product. The investor has a recurring option to redeem the Product by exercising the Investor Put Option. In case the 1-Month [CCY] Extendible Money Market Certificate has been extended by the Issuer and the investor does not subsequently exercise the Investor Put Option, the term of the Product will be extended by one Accrual Period and the investor stays invested in the Product until (at least) the Extended Maturity/Redemption Date.] [●]

[Insert for Exchangeable Series of EMMC: The UBS Exchangeable Series of EMMC offers the investor the possibility to remain constantly invested in the Product at the respective Series Tenor, subject to an "Issuer Call Option" resulting in an early cash redemption of all Series at the respective Maturity Date.

The investor has a recurring option to redeem any Series by switching all or parts of its holdings into another Eligible Series as specified in Table 1 below. Series 1 can be redeemed in cash or switched into any longer Series whereas Series 2 to 12 entitle investors to switch into the next shorter or any longer Series.

In case the UBS Exchangeable Series of EMMC have been auto-extended and the investor would like to remain invested in the Series held by such investor, no action by the investor is required. Accrued unpaid interest per Series accretes per monthly extension.] [●]

[Insert table for Exchangeable Series of EMMC: The following terms described within this document apply to all Series listed in Table 1 below if not explicitly stated differently.] [●]

Series No.	ISIN	Series Tenor (in case of Auto Extension, earliest time to cash redemption)	"Up to" Issue Size in Units	Accrual Rate applicable for Accrual Period 1	Eligible Series/Securities (Redemption Option)
1	[●]	[2 months]	[●] [Units]	[●][%] [p. a.]	[Put for Cash Redemption or switch allowed into: Series 2 to 12]
2	[●]	[3 months]	[●] [Units]	[●][%] [p. a.]	[Switch allowed into: Series 1 or Series 3 to 12]
3	[●]	[4 months]	[●] [Units]	[●][%] [p. a.]	[Switch allowed into: Series 2 or Series 4 to 12]
4	[●]	[5 months]	[●] [Units]	[●][%] [p. a.]	[Switch allowed into: Series 3 or Series 5 to 12]
5	[●]	[6 months]	[●] [Units]	[●][%] [p. a.]	[Switch allowed into: Series 4 or Series 6 to 12]
6	[●]	[7 months]	[●] [Units]	[●][%] [p. a.]	[Switch allowed into: Series 5 or Series 7 to 12]
7	[●]	[8 months]	[●] [Units]	[●][%] [p. a.]	[Switch allowed into: Series 6 or Series 8 to 12]
8	[●]	[9 months]	[●] [Units]	[●][%] [p. a.]	[Switch allowed into: Series 7 or Series 9 to 12]
9	[●]	[10 months]	[●] [Units]	[●][%] [p. a.]	[Switch allowed into: Series 8 or Series 10 to 12]

10	[•]	[11 months]	[•] [Units]	[•][%] [p.a.]	[Switch allowed into: Series 9 or Series 11 to 12]
11	[•]	[12 months]	[•] [Units]	[•][%] [p.a.]	[Switch allowed into: Series 10 or Series 12]
12	[•]	[13 months]	[•] [Units]	[•][%] [p.a.]	[Switch allowed into: Series 11]
[13]	[•]	[•]	[•]	[•]	[•]
[further information and/or details for additional exchangeable series of EMMC as applicable.] [•]					

[Security Numbers	[See table above] [•]]
[[Indicative] Issue Size	[See table above] [•] [units]]
[Currency	[•] ([•])]
[[Unit size/] Specified Denomination [/ Par Value]	[CCY] [•] [per [Unit] [Product] (traded in units)]; [Minimum investment size per Series [•] [•] ([•] Units)] [•]]
[[Indicative] Issue Price	[CCY] [•] [per Unit] [•]]
[Insert for Exchangeable Series of EMMC: Auto-Extension	[The Maturity Date of all Series is subject to Auto-Extension i.e. automatic deferral by one Accrual Period subject to Issuer Call Option. Upon Auto-Extension the Issuer is obliged to publish an Auto-Extension Notice on the internet website www.ubs.com/quotes on the relevant Auto-Extension Date, containing the following information: -Confirmation that all Series will be auto-extended -Put Redemption Option Date (in respect of the current Accrual Period) -Extended Maturity Date per Series -the Redemption Date Switch -the Put Redemption Date Cash (Series 1) -Auto-Extension Date (in respect of the next following Accrual Period) -Put Redemption Option Date (in respect of the next following Accrual Period) -Accrual Rate per Series (in respect of the next following Accrual Period) -Cash Rate for Series 1 (in respect of the next following Accrual Period) -Amount per Unit per Series (in respect of the published Redemption Date Switch) -Put Redemption Amount per Unit for Series 1 (in respect of the published Put Redemption Date Cash) -Put Redemption Option Exercise Form] [•]]
[Insert for 1m EMMC: Issuer Extension Option	[Prior to the Maturity/Redemption Date or Extended Maturity/Redemption Date respectively, the Issuer is entitled to exercise an Issuer Extension Option, and in doing so to defer the Maturity Date/Extended Maturity Date of the Product by one Accrual Period.] [•]]
[Insert for 1m EMMC: Issuer Extension Option Exercise Notice	[To validly exercise the Issuer Extension Option, the Issuer must publish an Issuer Extension Option Exercise Notice on the internet on website www.ubs.com/quotes on the relevant Issuer Extension Option Exercise Date. In addition, the Issuer Extension Option Exercise Notice will be delivered to the relevant clearing system no later than 11:00 a.m. (CET) on such Issuer Extension Option Exercise Date, for communication by the clearing system to the investors. The Issuer Extension Option Exercise Notice shall contain the following information: -A confirmation of exercise of the Issuer Extension Option -The Extended Maturity/Redemption Date -The Bonus Rate and the Put Rate for the following Accrual Period -An Investor Put Option Exercise Form.] [•]]
[Insert for 1m EMMC: Investor Put Option	[Upon exercise of the Issuer Extension Option, each investor is entitled to put the Products then outstanding and held by such investor by exercising the Investor Put Option. Following the exercise of the Investor Put Option, the Products will be redeemed and the Redemption Amount per Product ("Put Rate") will be paid to the investor on the Put Redemption Date following the relevant Investor Put Option Exercise Date. To validly exercise the Investor Put Option, the relevant investor must, no later than 11:00 a.m. (CET) on the relevant Investor Put Option Exercise Date, send a notice (in the form provided for in the Issuer Extension Option Exercise Notice) to the relevant clearing system, for communication by the clearing system to the Issuer. If the Issuer exercises the Issuer Extension Option and the investor does not subsequently exercise the Investor Put Option, the term of the Product will be extended by one Accrual Period and the investor stays invested in this Product until (at least) the Extended Maturity/ Redemption Date.] [•]]
[Insert additional product details as applicable.	[•]]

[Dates]

[Issue Date]	[●] [(indicative)]
[Trade Date]	[●] [(indicative)]
[Insert for Exchangeable Series of EMMC: Auto-Extension Date]	[Means the Date which is [15] calendar days prior to the [Maturity Date.] [●]]
[Accrual Period]	<p>[Insert for Exchangeable Series of EMMC: The first Accrual Period starts on and includes the Issue Date; each subsequent Accrual Period starts on and includes the Maturity Date of the preceding Accrual Period. Consequently each Accrual Period ends on and includes the calendar day prior to the immediately following Maturity Date.]</p> <p>[Insert for 1m EMMC: The initial Accrual Period will be the period from and including the Issue Date to but excluding the Maturity/Redemption Date. The second Accrual Period will be the period from and including the Maturity/Redemption Date to but excluding the successive Extended Maturity/Redemption Date. Any further Accrual Period will be the period between two successive Extended Maturity/Redemption Dates, from and including one Extended Maturity/Redemption Date to but excluding the immediately following Extended Maturity/Redemption Date.] [●]]</p>
[Maturity Date/Redemption Date]	<p>[Insert for Exchangeable Series of EMMC: Means the date that falls approximately one month after the previous Maturity Date subject to Business Day Convention and as specified in the relevant Auto-Extension Notice. Maturity Date following the Issue Date is [●].]</p> <p>[Insert for 1m EMMC: [[●], upon exercise of the Issuer Extension Option the Maturity/Redemption Date extends each time this Option is exercised by one Accrual Period.] [●]]</p>
[Insert for Exchangeable Series of EMMC: Put Redemption Option Date]	[Means the date which is [5] calendar days prior to the Maturity Date.] [●]]
[Insert for Exchangeable Series of EMMC: Redemption Date Switch]	[Means the Maturity Date of the Accrual Period in which the Redemption Option Switch is exercised.] [●]]
[Insert for Exchangeable Series of EMMC: Put Redemption Date Cash (Series 1)]	[Means the Maturity Date immediately following the Maturity Date of the Accrual Period in which the Put Redemption Option is exercised.] [●]]
[Insert for 1m EMMC: Extended Maturity/Redemption Date]	[Means each date that is specified as "Extended Maturity/Redemption Date" in an Issuer Extension Option Exercise Notice in case the Issuer exercises the Issuer Extension Option.] [●]]
[Insert for 1m EMMC: Put Maturity/Redemption Date]	[Means the Extended Maturity/Redemption Date which is [36] Calendar Days following the Investor Put Option Exercise Date on which the investor has exercised his Investor Put Option.] [●]]
[Insert for 1m EMMC: Issuer Extension Option Exercise Date]	[Means the date which is [15] calendar days prior to the Maturity/Redemption Date / Extended Maturity/Redemption Date.] [●]]
[Insert for 1m EMMC: Investor Put Option Exercise Date]	[Means the date which is [5] calendar days prior to the Maturity/Redemption Date / Extended Maturity/Redemption Date.] [●]]
[Insert additional dates as applicable. [●]]	

[Rates and Amounts]

[Insert for Exchangeable Series of EMMC: Accrual Rate [AR]]	[Specifies the interest rate per annum for each Series applicable in the respective Accrual Period and for the first Accrual Period as specified in Table 1. Investors will be notified about the Accrual Rates per Series applicable in any subsequent Accrual Period prior to the Put Redemption Option Date through the Auto-Extension Notice. Accrual Rates are subject to a minimum equal to the respective Reference Rate. <u>The Accrual Rates of Series 1 to 12 may also be below 0 per cent.</u>] [●]]
[Insert for Exchangeable Series of EMMC: Reference Rate]	[Specifies an Issuer specific market reference per Series at which the Issuer typically bids institutional cash in form of a zero-coupon product for a tenor identical to the Series tenor (which means the earliest period of time until redemption in cash) in respect of which the Reference Rate is determined. The Reference Rates of Series 1 to 12 may also be below 0 per cent. The Reference Rate of the current or past Accrual Periods will be disclosed by the Issuer upon the request of the investor and persons who express a credible interest in investing in the UBS Exchangeable Series of EMMC and shall be requested at OL-EMMC@ubs.com.] [●]]

[Insert for Exchangeable Series of EMMC: Cash Rate [CR]	[Specifies the interest rate per annum applicable to Series 1 in the last Accrual Period prior to redemption following the exercise of the Put Redemption Option by the investor. The investor will be notified about the Cash Rate applicable in any subsequent Accrual Period prior to the Put Redemption Option Date through the Auto-Extension Notice. <u>The Cash Rate may also be below 0 per cent.</u>] [●]
[Insert for 1m EMMC: Bonus Rate	[[●][%] [p.a.] for the initial Accrual Period starting on the Issue Date. Investors will be notified about the Bonus Rate applicable to any subsequent Accrual Period prior to the Investor Put Option Exercise Date through the Issuer Extension Option Exercise Notice.] [●]
[Insert for 1m EMMC: Put Rate	[Investors will be notified about the Put Rate applicable to any subsequent Accrual Period prior to the Investor Put Option Exercise Date through the Issuer Extension Option Exercise Notice. In any case, future Put Rates are subject to a minimum of [0%].] [●]
[Insert additional information as applicable.	[●]

[Redemption]

[Insert for Exchangeable Series of EMMC: Amount per Unit	[Specified Denomination x Accretion Factor _n (AF _n)] [●]
[Insert for Exchangeable Series of EMMC: Put Redemption Amount per Unit (Series 1)	[Specified Denomination x Redemption Factor _n (RF _n)] [●] [For the avoidance of doubt, RF _n describes the Redemption Factor applicable at the relevant Put Redemption Date Cash.] [●]
[Insert for Exchangeable Series of EMMC: Accretion Factor _n (AF _n) for all Series and Redemption Factor _n (RF _n) for Series 1	[AFO = 1 AF _n = AF _{n-1} x [1 + (AR _n x Days _n / [360])] RF _n = AF _{n-1} x [1 + (CR _n x Days _n / [360])]
	-n ≥ 1 for AF _n and n ≥ 2 for RF _n . -AR _n is the Accrual Rate applicable in the n-th Accrual Period. -CR _n is the Cash Rate applicable in the n-th Accrual Period applicable to Series 1. -Days _n are the number of calendar days in the n-th Accrual Period. -AFO is the Accretion Factor at Issue Date. -AF _n is the Accretion Factor at the Maturity Date of the n-th Accrual Period. -RF _n is the Redemption Factor at the Maturity Date of the n-th Accrual Period applicable to Series 1.] [●]
[Insert for Exchangeable Series of EMMC: Issuer Call Option	[The Issuer has the right to redeem all Series in cash by publishing a Call Notice on the respective Auto-Extension Date. Following the publication of such Call Notice, all Series will redeem at the respective Amount per Unit in cash on the respective Maturity Date. To validly exercise the Issuer Call Option a notice has to be published on website www.ubs.com/quotes . In addition, the Issuer Call Notice will have to be delivered to the relevant clearing system no later than 11:00 a.m. (CET) on such Auto-Extension Date, for communication by the clearing system to the investors.] [●]
[Insert for Exchangeable Series of EMMC: Put Redemption Option (Series 1)	[Upon Auto-Extension, the investor is entitled until the Put Redemption Option Date to exercise an option to redeem units held in Series 1 in cash. To validly exercise the Put Redemption Option, an investor must, no later than 11:00 a.m. (CET) on the relevant Put Redemption Option Date, place the Put Redemption Exercise Form with the Securities Dealer. The form is provided for in the Auto-Extension Notice. Following the exercise of the Put Redemption Option, the investor is entitled to receive the Put Redemption Amount per Unit of Series 1 on the Put Redemption Date Cash.] [●]
[Insert for Exchangeable Series of EMMC: Redemption Option Switch (All Series)	[Upon Auto-Extension, the investor is entitled until the Put Redemption Option Date to exercise an option to switch units held into any other Eligible Series. To validly exercise the Redemption Option Switch, an investor must, no later than 11:00 a.m. (CET) on the relevant Put Redemption Option Date, place a firm buy and sell order for the relevant Series with the Securities Dealer, who is acting on behalf of the Issuer. An investor must transmit the orders via an electronic trading system or instruct his custodian bank to do so. Such transaction will take effect on the Redemption Date Switch. In determining the number of units for the buy and sell order, the minimum investment size and the Switch Ratio need to be taken into account. Series held can only be switched once per Put Redemption Option Date. The option recurs in the subsequent Accrual Period.] [●]

[Insert for Exchangeable Series of EMMC: Switch Ratio] [The Switch Ratio can be applied to any combination of Series, subject to eligibility as defined in Table 1 under Eligible Series/Securities. Per Maturity Date of the respective Accrual Period, the Switch Ratio is calculated as follows:

$$\text{Units}_{\text{sell}} \times \frac{\text{Amount per Unit}_{\text{sell}}}{\text{Amount per Unit}_{\text{buy}}}, \text{ rounded down to the next integer number of units}$$

Where:

-Units_{sell} is the number of units of the Series the investor holds and intends to switch out of.

-Amount per Unit_{sell} is the Amount per Unit of the Series the investor holds and intends to switch out of.

-Amount per Unit_{buy} is the Amount per Unit of the Series the investor intends to switch into.]

[Insert additional switch details and further information for additional exchangeable series of EMMC as applicable.] [●]

[Insert for 1m EMMC: Redemption Amount per Product "Bonus Rate"] Specified Denomination x Accretion Factor_{nBR} (AF_{nBR})

[Insert for 1m EMMC: Accretion Factor BR ("AF_{nBR}")]
 $AF_0 = 1$
 $AF_1 = [1 + (\text{Bonus Rate}_1 \times \text{Act}/[360])]$
 $AF_{nBR} = AF_{n-1} \times [1 + (\text{Bonus Rate}_n \times \text{Act}/[360])]$

where:

AF₀ is the Accretion Factor at Issue Date.

AF_{1,n} are the Accretion Factors at the end of the first and the n-th Accrual Period.

Bonus Rate_{1,n} are the Bonus Rates for the first and the n-th Accrual Period.] [●]

[Insert for 1m EMMC: Redemption Amount per Product "Put Rate"] Specified Denomination x Accretion Factor_{nPR} (AF_{nPR})

[Insert for 1m EMMC: Accretion Factor PR ("AF_{nPR}")]
 $AF_0 = 1$
 $AF_1 = [1 + (\text{Bonus Rate}_1 \times \text{Act}/[360])]$
 $AF_{nPR} = AF_{n-1} \times [1 + (\text{Put Rate}_n \times \text{Act}/[360])]$

where:

AF₀ is the Accretion Factor at Issue Date.

AF_{1,n} are the Accretion Factors at the end of the first and the n-th Accrual Period.

Bonus Rate_{1,n-1} are the Bonus Rates for the first and the n-1 th Accrual Period.

Put Rate_n is the Put Rate for the n-th Accrual Period.] [●]

[Early Redemption] [In any case and notwithstanding the [Insert for Exchangeable Series of EMMC: Issuer Call Option] [Insert for 1m EMMC: redemption scenarios described above], the Issuer may, upon the occurrence of a Change in Law, a Hedging Disruption, Increased Costs of Hedging or a Tax Event, terminate and redeem the Products early as further described in the [Indicative] Product Documentation.] [●]

[Insert additional information as applicable.] [●]

[General Information]

[Issuer]	[UBS AG, Zurich and Basel, Switzerland, acting through its [London][Jersey][Hong Kong] Branch] [●]
[Issuer's Rating]	[[●] Moody's / [●] S&P's / [●] Fitch (as of [●])] [●]
[Issuer Supervisory Authority]	[Swiss Financial Market Supervisory Authority (FINMA).] [London Branch additionally Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA).] [Jersey Branch additionally Jersey Financial Services Commission (JFSC).] [●]
[Lead Manager]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE] [●]
[Calculation Agent]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE] [●]
[[Principal] Paying Agent]	[UBS Switzerland AG] [●]
[Securities Dealer]	[UBS AG, Zurich] [●]
[Underwriting]	[Insert details regarding underwriting, if any]
[[Listing]/Admission to Trading]	[Listing] [Admission to Trading] [at [insert exchange] (will be applied for)] [None] [●]

[Secondary Market]	[The Issuer does not intend to provide a secondary market for the UBS Exchangeable Series of EMMC. However under certain circumstances it might be possible to receive on a case by case basis bid and/or offer prices for the UBS Exchangeable Series of EMMC from the Issuer, without any obligation of the Issuer to provide such prices.] [The Issuer or the Lead Manager, as applicable, intends (but is not obliged) to provide bid and/or offer prices for this Product under normal market conditions. Prices will be published on Reuters. [●]]
[Business Days]	[Zurich] [New York] [Hong Kong] [Singapore] [●]]
[Business Day Convention]	[[Modified]Following] [Adjusted] [Unadjusted]] [●]]
[Quotation]	[The Products are trading [dirty]. Accrued Interest is [already] [not] included in the secondary market price.] [●]]
[Clearing]	SIX SIS, Euroclear, Clearstream (registered as intermediated securities with SIX SIS AG, in Switzerland) [●]]
[Status]	Unsecured / Unsubordinated]
[Form of Deed]	[Uncertificated Securities] [●]]
[Governing Law / Jurisdiction]	[Swiss / Zurich] [●]]
[Product] [●]	[One [<i>insert product name</i>] [with the given [[Specified]Denomination]]/[Nominal]]/[Par Value]] is equivalent to one (1) "[Product][Security][Certificate][●]". "[Products][Securities][Certificates][●]" wherever used herein shall be construed to mean integral multiples of the same.] [●]]
[Public Offering]	[●] [None] [Switzerland]]
[International placement, simultaneous public offer and private placement]	<i>[Insert details regarding (i) multiple offering jurisdictions and indication whether individual tranches are reserved for the offering in one or more jurisdictions, and (ii) a simultaneous public offer and private placement, in each case if applicable]]</i>
[Adjustments]	[The terms of the Product may be subject to adjustments during its lifetime.] [For clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published on the internet at www.ubs.com/keyinvest .] [Detailed information on such adjustments is to be found in the [Indicative] Product Documentation.] [●]]
[Distribution Fees]	[[●] [%] [p.a.] [fee [embedded]] [included] in the [Issue Price]] [None] [●]]
[Additional fee disclosure]	<i>[Insert fee information as applicable.]</i>
[Fees and expenses charged to investors during the term of the Product]	[●] [None]]
[Estimated net proceeds]	<i>[insert details of estimated net proceeds of the issue, including details on the use of proceeds]</i>
[Material Changes]	[Apart from what has been published or disclosed in the [Indicative] Product Documentation (including any documents incorporated by reference therein), there has been no material change in the Issuer's assets, financial or revenue position since the end of its last year-end or quarterly financial report.]] [●]
[Responsibility]	UBS AG, having its registered head offices at Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland, accepts responsibility for the information contained in these [Indicative] Final Terms and declares that, to its knowledge, the information contained in these [Indicative] Final Terms is accurate and does not omit any material circumstances.
<i>[Insert additional general information [●]] as applicable.</i>	

[Tax Treatment [Switzerland]]

[Insert tax information as applicable or delete.] [●]

[Significant Risks for Investors]

[Investors in this Product should be experienced investors and familiar with both [derivative products] [and the] [stock market] [interest rate market] [financial markets] [●]. Potential investors should understand the risks associated with an investment in the Product and shall only reach an investment decision after careful considerations with their legal, tax, financial and other advisors of (i) the suitability of an investment in the Product in the light of their own particular financial, fiscal and other circumstances (ii) the information set out in this document [and (iii) the Underlying(s).]

In addition to the market risk [with regard to the development of the Underlying,] each investor bears the general risk that the financial situation of the Issuer could deteriorate ("**Issuer Risk**"). The Products constitute immediate, unsecured and unsubordinated obligations of the Issuer, which, particularly in case of insolvency of the Issuer, rank pari passu with each and

all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of those that have priority due to mandatory statutory provisions. The general assessment of the Issuer's creditworthiness may affect the value of the Products. This assessment generally depends on the ratings assigned to the Issuer or its affiliated companies by rating agencies such as Moody's, Fitch and Standard & Poor's. The Issuer Rating indicated in this document reflects the situation at the time of issuance and may be subject to change. The actual Issuer Rating at any given time can be seen on the Issuer's website (www.ubs.com) under "Investor Relations".

In addition to the risk factors below, further risk factors are set out in the UBS Swiss Base Prospectus for the Issuance of Securities.] [●]

[Product specific risks]

[Insert product specific risks or delete.] [●]

[Product Documentation]

[FOR INDICATIVE FINAL TERMS, PLEASE INSERT:

[This document ("**Indicative Final Terms**") contains the non-binding indicative final terms for the Product. The Indicative Final Terms contain indicative terms and conditions subject to change. The Final Terms will be made available on the Issue Date.

The Indicative Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time, ("**Base Prospectus**") shall form the non-binding and indicative documentation for this Product ("**Indicative Product Documentation**"), and accordingly the Indicative Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Indicative Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Indicative Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Indicative Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Indicative Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Indicative Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Indicative Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[FOR FINAL TERMS, PLEASE INSERT:]

[This document ("**Final Terms**") contains the final terms for the Product.

The Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time ("**Base Prospectus**") shall form the entire documentation for this Product ("**Product Documentation**"), and accordingly the Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[Insert additional sections as applicable.]

[Insert further sections as applicable and as necessary.] [●]

[Selling Restrictions]

[Insert applicable selling restrictions.] [●]

ANNEX TO THE [INDICATIVE] FINAL TERMS: ISSUE SPECIFIC SUMMARY

[•]

Information on the Securities
[•]
Information on the Offer and Admission to Trading
[•]

FORM OF FINAL TERMS: ACTIVELY MANAGED (PORTFOLIO) CERTIFICATES

[In case of Products which are subject to Option 2 (as defined in the Base Prospectus) or in case the Products provide for certain special or additional features, the Issuer is free to deviate from the below standard as appropriate irrespective of whether or not the text in a specific section is bracketed.]

[Insert Product Name]

[Linked to [●] [[●] Portfolio]

Issued by [UBS AG], [London] [Jersey] [Hong Kong] Branch under the UBS Swiss Base Prospectus for the Issuance of Securities [●]

[Cash] [physical] settled [●]

[[SVSP]/[EUSIPA] Product Type:]

[Tracker Certificate (1300 [[●] Callable] [●])] [●]

[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [SIX Symbol: [●]] [●]

[Indicative] Final Terms

[The Product does not represent a participation in any of the collective investment schemes pursuant to article 7 et seq. of the Swiss Federal Act on Collective Investment Schemes (CISA) and thus does not require an authorisation of the Swiss Financial Market Supervisory Authority (FINMA). Therefore, investors in this Product are not eligible for the specific investor protection under the CISA. Moreover, investors in this Product bear the issuer risk. Furthermore, this Product does not benefit from any depositor protection under article 37a of the Swiss Federal Act on Banks and Savings Banks (Banking Act) or other forms of deposit insurance under any other law as might be applicable to this Product.]

[IF ISSUED BY UBS AG, JERSEY BRANCH, INSERT:]

[The Jersey Financial Services Commission (the "Commission") has given, and has not withdrawn, or will have given prior to the issue of the Portfolio Certificates and not withdrawn, its consent under Article 4 and Under Article 8 of the Control of Borrowing (Jersey) Order 1958 to the issue of the Portfolio Certificates. The Commission is protected by the Control of Borrowing (Jersey) Law 1947, as amended, against liability arising from the discharge of its functions under that law. It must be distinctly understood that, in giving these consents, neither the Registrar nor the Commission takes any responsibility for the financial soundness of the Issuer or for the correctness of any statements made, or opinions expressed, with regard to it.

If you are in any doubt about the contents of this document you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser. It should be remembered that the price of securities and the income from them can go down as well as up.

The directors of the Issuer have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects, and that there are no other facts the omission of which would make misleading any statement in this document, whether of facts or of opinion. All the directors accept responsibility accordingly.

The investments described in this document do not constitute a collective investment fund for the purpose of the Collective Investment Funds (Jersey) Law 1988, as amended, on the basis that they are investment products designed for financially sophisticated investors with specialist knowledge of, and experience of investing in, such investments, who are capable of fully evaluating the risks involved in making such investments and who have an asset base sufficiently substantial as to enable them to sustain any loss that they might suffer as a result of making such investments. These investments are not regarded by the Commission as suitable investments for any other type of investor.

Any individual intending to invest in any investment described in this document should consult his or her professional adviser and ensure that he or she fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.]

[Information on Underlying] [Product Description]

[Portfolio] [Participation] Certificates

[This Product (each a "**Portfolio Certificate**" and collectively the "**Portfolio Certificates**") allows for participation in the performance of the Reference Portfolio, which is calculated net of relevant costs and fees, as further described below.]

[This Product (each a "**Participation Certificate**" and collectively the "**Participation Certificates**") allows for participation in the performance of the Reference Portfolio, which is calculated net of relevant costs and fees, as further described below.] [●]

[Reference Portfolio]

[The [INSERT NAME OF REFERENCE PORTFOLIO] Portfolio (the "**Reference Portfolio**") is a [CCY] (the "**Reference Portfolio Currency**") denominated reference portfolio, [created, advised on, and maintained by the Reference Portfolio Advisor in accordance with the provision in the description of the Reference Portfolio (the "**Reference Portfolio Description**") in Annex 1.] [, that intends to replicate the [Insert target portfolio

name], as amended from time to time (the "Target Portfolio") in accordance with provisions in the description of the Reference Portfolio (the "**Reference Portfolio Description**") in Annex 1.])

[The *[Insert target portfolio name]* represents a list of [●] (each a "[●] **Constituent**"). [The Reference Portfolio will be partially FX hedged through the use of FX forwards (each a "**FX Constituent**") (together the "**Constituents**") in a systematic, monthly Currency Hedge, as further described herein.]

[The Reference Portfolio may also include from time to time a cash position denominated in the Reference Portfolio Currency (the "**Cash Position**", together with the Constituents, the "**Reference Portfolio Components**"). The Cash Position will accrue interest at the prevailing reference rate (the "**Reference Rate**"), as described in Annex 1, which may be negative from time to time. Finally, the Cash Position will be negatively impacted by the deduction of certain fees as described under the "Fees" definition in Section 1 ("**Description of the Product**") of this document. For the avoidance of doubt, the Cash Position will not be paid to the investor during the life of the Product.]

[The Reference Portfolio aims to replicate the performance of:

(i) A cash position denominated in the Reference Portfolio Currency (the "**Cash Position**"),

combined with (each of the below referred to as a "**Constituent**" and together the "**Constituents**"),]

[(ii) *[IF STOCKS:]* [long] [and/or] [short] positions in stocks (each a "**Stock Constituent**") comprised in the Stock Investment Universe,]

[(iii) *[IF ETFS:]* [long] [and/or] [short] positions in exchange-traded funds (ETFs) (each an "**ETF Constituent**") comprised in the ETF Investment Universe,]

[(iv) *[IF FUNDS:]* [Long only] positions in funds (excluding, for the avoidance of doubt, exchange-traded funds) (each a "**Fund Constituent**") comprised in the Fund Investment Universe,]

[(v) *[IF FUTURES:]* [long] [and/or] [short] positions in [equity, bond, interest rate and commodity] futures markets (each a "**Futures Constituent**") comprised in the Futures Investment Universe,]

[(vi) *[IF TOTAL RETURN INDICES:]* [long] [and/or] [short] positions in total return indices (each a "**Total Return Index Constituent**") comprised in the [Equity Index Investment Universe, Commodity Index Investment Universe, UBS Market Beta Index Investment Universe, UBS Risk Premia Index Investment Universe and UBS Hedging Strategies Investment Universe],]

[(vii) *[IF EXCESS RETURN INDICES:]* [long] [and/or] [short] positions in excess return indices (each a "**Excess Return Index Constituent**") comprised in the [Equity Index Investment Universe, Commodity Index Investment Universe, Fixed Income Index Investment Universe, UBS Market Beta Index Investment Universe, UBS Credit Market Beta Index Investment Universe and UBS Risk Premia Index Investment Universe],]

[(viii) *[IF EQUITY OPTIONS:]* [long] [and/or] [short] positions in various exchange-traded call and put equity vanilla options (each an "**Equity Option Constituent**") comprised in the Equity Option Investment Universe,]

[(ix) *[IF FX FORWARDS:]* [long] [and/or] [short] positions in various FX forward contracts (each a "**FX Forward Constituent**") comprised in the FX Investment Universe,]

[(x) *[IF FX OPTIONS:]* [long] [and/or] [short] positions in various over-the-counter call and put FX vanilla options (each an "**FX Option Constituent**") comprised in the FX Option Investment Universe,]

[(xi) *[IF UBS SECURITIES:]* [Long only] positions in securitised products (each a "**Securitized Product Constituent**") comprised in the Securitised Product Investment Universe,]

[(xii) *[IF FX SPOT / FUTURES INLCUDED:]* [long] [and/or] [short] Positions in synthetic currency accounts with positive or negative notional cash balances (each a "**Synthetic Currency Account Constituent**") comprised in the Synthetic Currency Account Investment Universe,]] [●]

[The Cash Position together with the Constituents shall be referred to as the "**Reference Portfolio Components**".]

[The performance of the Reference Portfolio will be net of the relevant fees and costs described herein.]

[The notional value of the Reference Portfolio on the Pricing Date is the Initial Reference Portfolio Level.]

[Whilst the Reference Portfolio Level and the Redemption Amount is linked to the value of the Reference Portfolio Components, the Issuer may or may not invest the proceeds of the issuance of the Portfolio Certificates in any Reference Portfolio Component at any time for the purposes of hedging its obligations under this Product. In the event the Issuer elects to invest the proceeds in any Reference Portfolio Component for the purpose of hedging its obligations under this Product, the investors in the Portfolio Certificates will not have any direct interest or beneficial ownership in any Reference Portfolio Component at any time.] [●]

[Insert (a) name and/or general description of the underlying asset(s), (b) ISIN or other security numbers/identifiers relating to the underlying assets(s), if any, and (c) specification of trading venue for (publicly) traded underlying(s) or indication where the price determination with respect to the underlying asset(s) is accessible.]

[Insert further information (a) relating to the type of the underlying asset(s) and/or (b) the discretionary management of the underlying asset(s), if applicable.]

[Underlying information may be presented as a table or in any other form.] [●]

[Product Structure]

[Insert product structure description as applicable or delete.] [●]

[Product Details] [Main Details]

[Security Numbers]	[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [Common Code: [●]] [●]
[SIX Symbol]	[●]
[[Specified] Denomination [/ Nominal] [/ Par Value]	[CCY] [●] [●]
[Minimum Amount]	There is no minimum amount to be raised by the issue of the [Portfolio] [Participation] Certificates] [●]
[[Indicative] Issue Price [[per unit] [per Product] [per Certificate]]	[[IF UNIT QUOTATION:] [CCY] [100] per Unit (unit quotation)] [[IF PERCENTAGE QUOTATION:] [100]% (percentage quotation)] [●]
[[Quoting Type]	[Secondary market prices are quoted [[dirty][clean]] [in [unit price] [percentage]]] [●]
[[IF STOP LOSS APPLICABLE: Stop Loss Level]	[●] [(●% of Initial Reference Portfolio Level)] [●]
[Initial Reference Portfolio Level]	[●]
[Settlement Currency]	[CCY] [●]
[Settlement]	[Cash Settlement] [●]
[Currency Treatment]	[The Reference Portfolio may be exposed to [Stock] Constituents denominated in currencies other than the Settlement Currency.] [NO FX FORWARDS:] [The currency risk is not hedged.] [FX FORWARD INCLUDED + RPA DISCRETION:] [The resulting currency exchange risks are partially hedged through the Currency Hedge, subject to availability of the appropriate FX forward contracts.] [The resulting currency exchange risks may be partially hedged through the use of FX forward contracts, at the discretion of the Reference Portfolio Advisor.] [●] [FX FORWARD INCLUDED + SYSTEMATIC HEDGING:] [On the [20 th] day of each month, or on the immediately following Business Day if such day is not a Business Day, (each period starting on and including such [20 th] day up to and excluding the [20 th] day in the immediately following month, a "Hedging Period") starting on [●] [2020], the position in each Constituent not denominated in the Reference Portfolio Currency is notionally hedged through [one month] FX forward contracts expiring on the first Business Day of the following Hedging Period to reduce the risk of currency fluctuations.] [During a Hedging Period, the Currency Hedge will not be adjusted due to the performance of any Constituent or due to the occurrence of Rebalancings. Therefore, the investor is still exposed to the corresponding residual currency exchange risks.]

Any notional profits or losses resulting from the Currency Hedge will be settled into the Cash Position. The Currency Hedge will not be applied where the Calculation Agent is unable, after using commercially reasonable efforts, to enter into FX forward contracts it deems necessary to hedge the currency risk of any Constituent (in particular in case of extraordinary market conditions).] [●]

[Currency Hedge

[On the [Pricing Date] and on the [20th] of each month thereafter, or on the immediately following Business Day if such [20th] is not a Business Day, (each period starting on and including the Pricing Date or such [20th], as applicable, up to and excluding the next [20th] or the Expiration Date, as applicable, a "**Hedging Period**") starting on the Pricing Date, each Hedge Position multiplied by the number of then outstanding Units (the "**Open Interest**") is notionally hedged through FX forward contracts expiring on the first Business Day of the following Hedging Period to reduce the risk of currency fluctuations.]

[During a Hedging Period, the Currency Hedge is adjusted in line with any change of the Open Interest only, (for the avoidance of doubt, it will not be adjusted in case of other changes such as the performance of any Stock Constituent or in case of Rebalancings), so that the investor is still exposed to the corresponding residual currency exchange risks.]

[Any notional profits or losses resulting from the Currency Hedge will be settled into the Cash Position. The Currency Hedge will not be applied where the Calculation Agent determines in its sole and reasonable discretion that a notional investor (in the same position as the Issuer) would be unable, after using commercially reasonable efforts, to enter into FX forward contracts it deems necessary to hedge the currency risk of any Stock Constituent (in particular in case of extraordinary market conditions).]

["**Hedge Position**" is constituted as follows: the aggregate notional value in the relevant currency of all the Stock Constituents denominated in such currency other than the Settlement Currency (a "**Foreign Currency**").] [●]

[Dividend Treatment

[In respect of any Constituents which are, or include, U.S. equity securities, for purposes of determining the amount of a dividend treated as notionally reinvested, such dividend shall be reduced by the 30% withholding tax imposed by Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended.]

[*IF LONG STOCKS AND/OR ETFs:*] [For long positions in [Stock] [and] [ETF] Constituents, a notional amount reflecting net dividends of such [*DIVIDEND TO CASH:*] [as converted into the Reference Portfolio Currency (if applicable) at the then prevailing currency exchange rate, each as determined by the Calculation Agent in its sole and reasonable discretion, will be paid into the Cash Position] [*DIVIDEND REINVESTED:*] [will be reinvested into the respective Constituent] on the ex-dividend date of that [Stock] [and] [ETF] Constituent.]

[*IF SHORT STOCKS AND/OR ETFs:*] [For short positions in [Stock] [and] [ETF] Constituents, a notional amount reflecting gross dividends of the such Constituents [*DIVIDEND TO CASH:*] [as converted into the Reference Portfolio Currency (if applicable) at the then prevailing currency exchange rate, each as determined by the Calculation Agent in its sole and reasonable discretion, will be paid into the Cash Position] [*DIVIDEND REINVESTED:*] [will be reinvested into the respective Constituent] on the ex-dividend date of that [Stock] [and] [ETF] Constituent.]

[*IF FUNDS:*] [For long positions in Fund Constituents, a notional amount reflecting net dividends of the Fund Constituents, as converted into the Reference Portfolio Currency (if applicable) at the then prevailing currency exchange rate, each as determined by the Calculation Agent in its sole and reasonable discretion, will be paid into the Cash Position on the ex-dividend date of that Fund Constituent.]

[*IF UBS SECURITIES:*] [For long positions in Securitised Products Constituents, a notional amount reflecting net dividends of (or any form of income arising from) the Securitised Products Constituents, as converted into the Reference Portfolio Currency (if applicable) at the then prevailing currency exchange rate, each as determined by the Calculation Agent in its sole and reasonable discretion, will be paid into the Cash Position on the relevant payment date of that Securitised Products Constituent.]

[*IF DIVIDEND COUPON (ONLY IF DIVIS PAID TO CASH):*] [Thereafter, the aggregate amount of all dividends paid and accrued in the Cash Position in respect of all Constituents shall be determined by the Calculation Agent on the Dividend Coupon Determination Date and paid to the investor (the "**Dividend Coupon**") from the Cash Position on the relevant Dividend Coupon Payment Date, provided that there is sufficient balance in the Cash Position to facilitate such Dividend Coupon. The payment of the Dividend Coupon will reduce the Reference Portfolio Level on the Dividend Coupon Determination Date. For the avoidance of doubt, the dividends paid and accrued in the Cash Position from (and excluding) the previous Dividend Coupon Determination Date to (and including) the relevant Dividend Coupon Determination Date shall be used to calculate

the aggregate amount payable in respect of the relevant Dividend Coupon Payment Date. The ex-dividend date (or the date a Constituent is trading without the next dividend or any form of income) with respect to a Constituent shall be considered as the payment date of the dividend of such Constituent.] [●]

[DISCRETIONARY DISTRIBUTION ENABLED:]

[Discretionary Distribution [From time to time the Reference Portfolio Advisor may decide to request the Issuer to make a payment to the investors equal to an amount determined by the Reference Portfolio Advisor (the "**Discretionary Distribution**") and deducted from the Cash Position, provided that there is sufficient balance in the Cash Position to facilitate such Discretionary Distribution. The payment of the Discretionary Distribution will reduce the Reference Portfolio Level by the Discretionary Distribution on the date communicated by the Reference Portfolio Advisor to the Calculation Agent, and as agreed by the Calculation Agent (the "**Discretionary Distribution Determination Date**"). The Reference Portfolio Advisor shall advise the Calculation Agent of the Discretionary Distribution no later than 5 Business Days preceding the intended Discretionary Distribution Determination Date, unless otherwise agreed with the Calculation Agent.] [●]

[Insert additional product details as applicable. [●]]

[Dates]

[[Start of the public offer of the [Securities][Products]] [Launch Date]	[●] [(indicative)]
[Subscription Period]	[●] [until [●]] ([●][CET]) [(please note that the Subscription Period can be extended or can close earlier)] [●]
[Pricing Date [("Pricing")]	[●] [(indicative)]
[Issue Date [/ [Initial] Payment Date] [("Issue Date")]	[●] [(indicative)]
[IF DIVIDEND COUPON:] [Dividend Coupon Determination Dates]	[[●], [●], [●] and [●] of each year (provided in each case if such day is not a Business Day, then the immediately following Business Day shall be the Dividend Coupon Determination Date).] [●]
[IF DIVIDEND COUPON:] [Dividend Coupon Payment Date]	[[5] Business Days following a Dividend Coupon Determination Date.] [●]
[IF DISCRETIONARY DISTRIBUTION:] [Discretionary Distribution Payment Date]	[[5] Business Days following a Discretionary Distribution Determination Date, where each Discretionary Distribution Payment Date shall be communicated by the Reference Portfolio Advisor to the Calculation Agent, and thereafter agreed by the Calculation Agent. The Reference Portfolio Advisor cannot select more than [2] Discretionary Distribution Payments Dates in any calendar year.] [●]
[First [SIX] [Trading] [Listing] [Day][Date]/[Time]	[●]/[●] [CET] [(anticipated)]
[Last [SIX] [Trading] [Listing] [Day][Date]/[Time]	[●]/[●] [CET] [(anticipated)]
[Expiration Date [and Time] ("Expiry")]	[●] [(subject to Market Disruption Events provisions, Early Termination by the Issuer, Automatic Early Termination and Unwind Disruption provisions)], extendable once at the option of the Issuer for an additional [●] year period (from the initial scheduled Expiration Date stated above), with a notice period of not less than [●] calendar days prior to the scheduled Expiration Date. [With respect to the initial scheduled Expiration Date, and in case of an extension of the term, the investor may no later than [●] calendar days prior to the initial scheduled Expiration Date request in writing from the Issuer that part or all of investment in the Portfolio Certificates shall be redeemed on the Redemption Date following the scheduled Expiration Date.] [If the initial scheduled or extended Expiration Date is not a Constituent's Business Day, then such Expiration Date shall be the first following day that is a Constituent's Business Day, unless the Calculation Agent determines, in its sole and reasonable discretion, that the Expiration Date shall remain as scheduled.] [●]
[Redemption Date]	[the [●] Business Day following the Expiration Date, the Early Termination Date or the Automatic Early Termination Date] [(in any case subject to Market Disruption Event provisions.)] [●]

[Insert additional dates as applicable. [●]]

[Early Redemption]

[Insert early redemption details (including formula(s)) as applicable or delete.] [●]

[Redemption]

[Insert redemption details (including formula(s)) as applicable.] [●]

[Fees]

[Insert fee information as applicable or delete.] [●]

[Extraordinary Termination]

[Insert extraordinary termination details as applicable or delete.] [●]

[General Information]

[Issuer]	[UBS AG, Zurich and Basel, Switzerland, acting through its [London][Jersey][Hong Kong Branch] [●]]
[Issuer Rating]	[[●] Moody's / [●] S&P's / [●] Fitch (as of [●])] [This is the long term credit rating of the Issuer and it does not represent ratings of the Product. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.] [The Product will not be rated.] [●]]
[Issuer Supervisory Authority]	[Swiss Financial Market Supervisory Authority (FINMA).] [London Branch additionally Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA).] [Jersey Branch additionally Jersey Financial Services Commission (JFSC).] [●]]
[Lead Manager]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]]
[Calculation Agent]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]]
[[Principal] [Swiss] Paying Agent [[Listing]]/Admission to Trading]	[UBS AG, Zurich] [UBS Switzerland AG, Zurich] [●] [Listing] [Admission to Trading] [at <i>insert exchange</i> (will be applied for)] [None] [●]]
[Reference Portfolio Advisor]	[●] [Please note that the Reference Portfolio Advisor may not only act as Reference Portfolio Advisor with regard to the Reference Portfolio, but may at the same time act as asset manager or financial consultant with regard to investors in the Portfolio Certificates, which may induce potential conflicts between investors' interests and Reference Portfolio Advisor's interests. If this is the case, investors may contact the Reference Portfolio Advisor in order to assess how such potential conflicts are mitigated.] [●]]
[Reference Portfolio Advisor Supervisory Authority]	[SELECT IF REFERENCE PORTFOLIO ADVISOR IS NOT REGULATED OR REGISTERED:] [The Reference Portfolio Advisor is not subject to prudential supervision.] [SELECT IF REFERENCE PORTFOLIO ADVISOR IS REGULATED OR REGISTERED:] [The Reference Portfolio Advisor is [supervised by] [licensed by] [registered with] [●]. [●]]
[Business Day]	[Any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in [London] and [●]] [●]]
[Currency Business Day]	[Any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in [London] and [●]] [●]]
[Constituents Business Day]	[Any day on which (i) in respect of a Constituent, the Exchange and the Related Exchange are scheduled to be open for trading, notwithstanding any day on which they close for business prior to their regular weekday closing time and (ii) the Calculation Agent is open for business.] [●]]
[Business Day Convention]	[[Modified]Following] [Adjusted] [Unadjusted]] [Where any date is used in conjunction with the term "Business Day Convention", an adjustment will be made if that date would otherwise fall on a day that is not a Business Day, so that the date will be the first following day that is a Business Day. Investors shall not be entitled to further interest or other payments in respect of such delay.] [●]]
[Exchange]	[●] [The primary exchange, if applicable, on which the [●] Constituents are listed and publicly quoted and traded, as determined by the Calculation Agent from time to time.] [●]]
[Related Exchange]	[Means the principal exchange (if any) on which options or futures contracts relating to the [●] Constituents are traded or quoted, as determined by the Calculation Agent.] [●]]
[Secondary Market]	[The Issuer or the Lead Manager, as applicable, intends, under normal market conditions, to provide bid and/or offer prices for this Product on a regular basis. However, the Issuer or the Lead Manager, as applicable, makes no firm commitment to provide

	liquidity by means of bid and/or offer prices for this Product, and assumes no legal obligation to quote any such prices or with respect to the level or determination of such prices.] [Daily price indications, [if any,] will be available [subject to Secondary Market provisions hereinafter] on [Reuters/Bloomberg], [www.ubs.com/keyinvest] [and SIX Financial Information from [09:15 - 17:15 (CET)].] [●]]
[Minimum Investment	[[IF UNIT QUOTATION:] 1 Unit(s) (subject to Selling Restrictions)] [[IF PERCENTAGE QUOTATION:] [CCY] 1 (subject to Selling Restrictions)] [●]]
[Minimum Trading Lot	[[IF UNIT QUOTATION:] 1 Unit(s)] [[IF PERCENTAGE QUOTATION:] [CCY] 1 [●]]
[Clearing	[SIX SIS, Euroclear, Clearstream (registered as intermediated securities with SIX SIS AG, in Switzerland)] [●]]
[Form of Deed	[Uncertificated Securities] [●]]
[Status	Unsecured / Unsubordinated]
[Governing Law / Jurisdiction	[Swiss / Zurich] [●]]
[[Product] [●]	[One [insert product name] [(the "Unit")] [with the given [[Specified]Denomination]/[Nominal]/[Par Value]] is equivalent to one (1) "[Product][Security][Certificate][●]". "[Products][Securities][Certificates][●]" wherever used herein shall be construed to mean integral multiples of the same.] [●]]
[Public Offering	[●] [None] [Switzerland]]
[Adjustments	[The terms of the Product may be subject to adjustments during its lifetime.] [For clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.] [Detailed information on such adjustments is to be found in the [Indicative] Product Documentation.] [●]]
[Distribution Fees	[[●] [%] [p.a.] [fee [embedded]][included] in the [Issue Price]] [None] [●]]
[Additional fee disclosure]	[Insert fee information as applicable.]
[Fees and expenses charged to investors during the term of the Product	[●] [None]]
[Material Changes	[Apart from what has been published or disclosed in the [Indicative] Product Documentation (including any documents incorporated by reference therein), there has been no material change in the Issuer's assets, financial or revenue position since the end of its last year-end or quarterly financial report.] [●]
[Responsibility	UBS AG, having its registered head offices at Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland, accepts responsibility for the information contained in these [Indicative] Final Terms and declares that, to its knowledge, the information contained in these [Indicative] Final Terms is accurate and does not omit any material circumstances.
	<i>[Insert additional general information as applicable.] [●]</i>

[Adjustments and Market Disruption]

[Insert adjustments and market disruption provisions as applicable or delete.] [●]

[Tax Treatment [Switzerland]]

[Insert tax information as applicable or delete.] [●]

[Withholding Tax related to 871(m) of the U.S. Tax Code]

[Insert tax information as applicable or delete.] [●]

[Significant Risks for Investors]

[Investors in this Product should be experienced investors and familiar with both [derivative products] [and the] [stock market] [interest rate market] [financial markets] [●]. Potential investors should understand the risks associated with an investment in the Product and shall only reach an investment decision after careful considerations with their legal, tax, financial and other advisors of (i) the suitability of an investment in the Product in the light of their own particular financial, fiscal and other circumstances (ii) the information set out in this document and (iii) the Underlying(s).

In addition to the market risk with regard to the development of the Underlying, each investor bears the general risk that the financial situation of the Issuer could deteriorate ("**Issuer Risk**"). The Products constitute immediate, unsecured and unsubordinated obligations of the Issuer, which, particularly in case of insolvency of the Issuer, rank *pari passu* with each and all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of those that have priority due to mandatory statutory provisions. The general assessment of the Issuer's creditworthiness may affect the value of the Products. This assessment generally depends on the ratings assigned to the Issuer or its affiliated companies by rating agencies such as Moody's, Fitch and Standard & Poor's. The Issuer Rating indicated in this document reflects the situation at the time of issuance and may be subject to change. The actual Issuer Rating at any given time can be seen on the Issuer's website (www.ubs.com) under "Investor Relations".

In addition to the risk factors below, further risk factors are set out in the UBS Swiss Base Prospectus for the Issuance of Securities.] [●]

[Product specific risks]

[Insert product specific risks as applicable or delete.] [●]

[Product Documentation]

[FOR INDICATIVE FINAL TERMS, PLEASE INSERT:

[This document ("**Indicative Final Terms**") contains the non-binding indicative final terms for the Product. The Indicative Final Terms contain indicative terms and conditions subject to change. The Final Terms will be made available on the Issue Date.

The Indicative Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time, ("**Base Prospectus**") shall form the non-binding and indicative documentation for this Product ("**Indicative Product Documentation**"), and accordingly the Indicative Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Indicative Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Indicative Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Indicative Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Indicative Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Indicative Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Indicative Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[FOR FINAL TERMS, PLEASE INSERT:]

[This document ("**Final Terms**") contains the final terms for the Product.

The Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time ("**Base Prospectus**") shall form the entire documentation for this Product ("**Product Documentation**"), and accordingly the Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[Index Disclaimer]

[Insert Index Disclaimer as applicable or delete.] [●]

[Insert additional sections as applicable.]

[Insert further sections as applicable and as necessary.] [●]

[Selling Restrictions]

[Insert applicable selling restrictions.] [●]

[Annex 1 – Reference Portfolio Description]

[insert description and information on the Reference Portfolio as applicable.] [●]

[Reference Portfolio Description] [●]

[General information about the Reference Portfolio] [●]

[Target Portfolio] [●]

[Target Portfolio Publication Event and Target Portfolio Publication Date] [●]

[Target Portfolio Implementation Date] [●]

[Initial Reference Portfolio] [●]

[Rebalancing] [●]

[Target Weight] [●]

[Liquidity Criteria] [●]

[Market Cap Criteria] [●]

[Reference Rate] [●]

[Reference Portfolio Investment Universe, title selection criteria and investment restrictions] [●]

[Stock Constituents] [●]

[Total Return Index Constituents and/or Excess Return Index Constituents] [●]

[Equity Index Investment Universe] [●]

[Commodity Index Investment Universe] [●]

[UBS Market Beta Index Investment Universe] [●]

[UBS Risk Premia Index Investment Universe] [●]

[UBS Hedging Strategies Investment Universe] [●]

[Futures Constituents] [●]

[ETF Constituents] [●]

[Equity Option Constituents] [●]

[FX Forward Constituents] [●]

[FX Option Constituents] [●]

[Fund Constituents] [●]

[Securitised Products Constituents] [●]

[Synthetic Currency Account Constituents] [●]

[Cash Position] [●]

[Constituent Investment Restrictions] [●]

[Consequences of Investment Restrictions Breaches] [●]

[Additional Definitions] [●]

[Initial Composition of the Reference Portfolio] [●]

[Rebalancing of the Reference Portfolio] [●]

[Adjustments of the Reference Portfolio] [●]

[Information may be presented as a table or in any other form.] [●]

ANNEX TO THE [INDICATIVE] FINAL TERMS: ISSUE SPECIFIC SUMMARY

[●]

Information on the Securities
[●]
Information on the Offer and Admission to Trading
[●]

FORM OF FINAL TERMS: ACCUMULATOR CERTIFICATES

[In case of Products which are subject to Option 2 (as defined in the Base Prospectus) or in case the Products provide for certain special or additional features, the Issuer is free to deviate from the below standard as appropriate irrespective of whether or not the text in a specific section is bracketed.]

[Insert Product Name]

[Linked to [●]]

Issued by [UBS AG], [London] [Jersey] [Hong Kong] Branch under the UBS Swiss Base Prospectus for the Issuance of Securities [●]

[Cash] [physical] settled; [●]

[[SVSP]/[EUSIPA] Product Type: [●]]

[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [SIX Symbol: [●]] [●]

[Indicative] Final Terms

[The Product does not represent a participation in any of the collective investment schemes pursuant to article 7 et seq. of the Swiss Federal Act on Collective Investment Schemes (CISA) and thus does not require an authorisation of the Swiss Financial Market Supervisory Authority (FINMA). Therefore, investors in this Product are not eligible for the specific investor protection under the CISA. Moreover, investors in this Product bear the issuer risk. Furthermore, this Product does not benefit from any depositor protection under article 37a of the Swiss Federal Act on Banks and Savings Banks (Banking Act) or other forms of deposit insurance under any other law as might be applicable to this Product.]

[Information on Underlying]

[Insert (a) name and/or general description of the underlying asset(s), (b) ISIN or other security numbers/identifiers relating to the underlying assets(s), if any, and (c) specification of trading venue for (publicly) traded underlying(s) or indication where the price determination with respect to the underlying asset(s) is accessible.]

[Insert further information (a) relating to the type of the underlying asset(s) and/or (b) the discretionary management of the underlying asset(s), if applicable.]

[Underlying information may be presented as a table or in any other form.] [●]

[Product Structure]

[Insert product structure description as applicable or delete.] [●]

[Product Details] [Main Details]

[Security Numbers	[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [Common Code: [●]] [●]
[SIX Symbol	[●]
[[Specified] Denomination [/ Nominal] [/ Par Value]	[CCY] [●] [per Product] [(traded in nominal)] [[●] Units (traded in Units)] [●]
[[Indicative] Issue Price	[CCY] [●] [(Unit Quotation)] [●]
[Gearing	[●][%]
[Guaranteed Number of Shares	[●]
[Maximum Number of Observation Days	[●]
[Maximum Number of Shares	[●] [(Guaranteed Number of Shares + [(Maximum Number of Observation Days – Guaranteed Number of Shares) * Gearing])] [●]
[Settlement Currency	[●] [(Quanto)]]
[Insert additional product details as applicable.	[●]

[Dates]

[[Start of the public offer of the [Securities][Products]] [Launch Date]	[●] [(indicative)]]
[Subscription Period	[●] [until [●]] [(●)[CET]] [(please note that the Subscription Period can be extended or can close earlier)] [●]

[Pricing Date [{"Pricing"}]] [●] [(indicative)]
 [Trade Date] [●] [(indicative)]
 [Issue Date / [Initial] Payment Date] [{"Issue Date"}]] [●] [(indicative)]
 [Guaranteed Period(s)] [Period n=1 (see table Accumulation Periods below)]
 [Accumulation Periods] [As specified in below table, whereas any Accumulation Period is defined from its respective Period Start Date (excluding) until the earlier of the respective Period End Date (including) or the Exchange Business Day preceding a day on which a Knock-Out Event has occurred.] [●]

Period n	Period Start Date	Maximum Number of Period Observation Days	Period End Date	Period Settlement Date
1	[●]	23	[●]	[●]
2	[●]	21	[●]	[●]
3	[●]	22	[●]	[●]
4	[●]	22	[●]	[●]
5	[●]	17	[●]	[●]
6	[●]	23	[●]	[●]
7	[●]	20	[●]	[●]
8	[●]	20	[●]	[●]
9	[●]	20	[●]	[●]
10	[●]	21	[●]	[●]
11	[●]	21	[●]	[●]
12	[●]	21	[●]	[●]

[First [SIX] [Trading] [Listing] [Day][Date]/[Time]] [●]/[●] [CET] [(anticipated)]
 [Last [SIX] [Trading] [Listing] [Day][Date]/[Time]] [●]/[●] [CET] [(anticipated)]
 [[Redemption Date] [Maturity Date] [●]]
 [Expiration Date [and Time] [{"Expiry"}]] [●] [(subject to Market Disruption Event provisions)] [●]
[Insert additional dates as applicable.] [●]

[Monthly Settlement]

(i) [As long as no Knock-Out Event has occurred, investors are entitled to receive from the Issuer on each Period Settlement Date for the respective Accumulation Period other than the final Accumulation Period the delivery of the Underlying and a cash amount in the Settlement Currency (as the case may be), calculated as follows:

For any Accumulation Period that is a Guaranteed Period:

A physical settlement of 1 (one) Underlying multiplied by the respective Maximum Number of Period Observation Days for such Accumulation Period.

For any Accumulation period that is NOT a Guaranteed Period:

1. A physical settlement of [1 (one)] Underlying for each Exchange Business Day during the respective Accumulation Period where the official closing value of the Underlying is **[at or above the Strike level]**; plus
2. a physical settlement of [2 (two)] Underlyings (**Gearing**) for each Exchange Business Day during the respective Accumulation Period where the official closing value of the Underlying is **[below the Strike level]**; and plus (as the case may be)
3. a cash amount corresponding to the Strike Level of the Underlying * Gearing for each day where the effective number of Exchange Business Days passed during the Accumulation Period falls short of the respective Maximum Number of Period Observation Days (e.g. due a Market Disruption Event or surprise exchange holiday).

For the avoidance of doubts, investors are not entitled to receive dividend payments on Underlyings that have not been delivered already.] [●]

[Redemption]

[Insert (early) redemption details (including formula(s)) as applicable.] [●]

[General Information]

[Issuer] [UBS AG, Zurich and Basel, Switzerland, acting through its [London][Jersey][Hong Kong] Branch] [●]
 [Issuer Rating] [[●] Moody's / [●] S&P's / [●] Fitch (as of [●])] [●]

[Issuer Supervisory Authority]	[Swiss Financial Market Supervisory Authority (FINMA).] [London Branch additionally Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA).] [Jersey Branch additionally Jersey Financial Services Commission (JFSC).] [●]
[Lead Manager]	[UBS AG, Zurich [(UBS Investment Bank)]] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]
[Calculation Agent]	[UBS AG, Zurich [(UBS Investment Bank)]] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]
[Paying Agent]	[UBS AG, Zurich] [UBS Switzerland AG, Zurich] [●]
[[Related] Exchange[s]]	[●]
[[Listing]]/Admission to Trading]	[Listing] [Admission to Trading] [at <i>[insert exchange]</i> (will be applied for)] [None] [●]
[Secondary Market]	[The Issuer or the Lead Manager, as applicable, intends, under normal market conditions, to provide once a day bid and/or offer prices for this Product Intraday prices may be provided upon request. However, the Issuer or the Lead Manager, as applicable, makes no firm commitment to provide liquidity by means of bid and/or offer prices for this Product, and assumes no legal obligation to quote any such prices or with respect to the level or determination of such prices. Daily price indications, if any, will be available on Reuters/Bloomberg, www.ubs.com/keyinvest .] [●]
[Exchange Business Days]	[●]
[Business Day]	[●]
[Minimum Investment]	[[●] Unit(s)] [(subject to Selling Restrictions)] [●]
[Minimum Trading Lot]	[[●] Unit(s)] [●]
[Clearing]	[SIX SIS, Euroclear, Clearstream (registered as intermediated securities with SIX SIS AG, in Switzerland)] [●]
[Status]	Unsecured / Unsubordinated]
[Form of Deed]	[Uncertificated Securities] [●]
[Governing Law / Jurisdiction]	[Swiss / Zurich] [●]
[[Product] [●]]	[One <i>[insert product name]</i> [with the given [[Specified]Denomination]]/[Nominal]]/[Par Value]] is equivalent to one (1) "[Product][●]". "[Products][●]" wherever used herein shall be construed to mean integral multiples of the same.] [●]
[Public Offering]	[●] [None] [Switzerland]]
[Adjustments]	[The terms of the Product may be subject to adjustments during its lifetime.] [For clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest .] [Detailed information on such adjustments is to be found in the [Indicative] Product Documentation.] [●]
[Distribution Fees]	[[●] [%] [p.a.] [fee [embedded]]included] in the [Issue Price]] [None] [●]
[Additional fee disclosure]	<i>[Insert fee information as applicable.]</i>
[Fees and expenses charged to investors during the term of the Product]	[●] [None]]
[Material Changes]	[Apart from what has been published or disclosed in the [Indicative] Product Documentation (including any documents incorporated by reference therein), there has been no material change in the Issuer's assets, financial or revenue position since the end of its last year-end or quarterly financial report.] [●]
[Responsibility]	UBS AG, having its registered head offices at Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland, accepts responsibility for the information contained in these [Indicative] Final Terms and declares that, to its knowledge, the information contained in these [Indicative] Final Terms is accurate and does not omit any material circumstances.

[Insert additional general information as applicable.] [●]

[Tax Treatment [Switzerland]]

[Insert tax information as applicable or delete.] [●]

[Withholding Tax related to 871(m) of the U.S. Tax Code]

[Insert tax information as applicable or delete.] [●]

[Significant Risks for Investors]

[Investors in this Product should be experienced investors and familiar with both [derivative products] [and the] [stock market] [interest rate market] [financial markets] [●]. Potential investors should understand the risks associated with an investment in the Product and shall only reach an investment decision after careful considerations with their legal, tax, financial and other advisors of (i) the suitability of an investment in the Product in the light of their own particular financial, fiscal and other circumstances (ii) the information set out in this document and (iii) the Underlying(s).

In addition to the market risk with regard to the development of the Underlying, each investor bears the general risk that the financial situation of the Issuer could deteriorate ("**Issuer Risk**"). The Products constitute immediate, unsecured and unsubordinated obligations of the Issuer, which, particularly in case of insolvency of the Issuer, rank *pari passu* with each and all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of those that have priority due to mandatory statutory provisions. The general assessment of the Issuer's creditworthiness may affect the value of the Products. This assessment generally depends on the ratings assigned to the Issuer or its affiliated companies by rating agencies such as Moody's, Fitch and Standard & Poor's. The Issuer Rating indicated in this document reflects the situation at the time of issuance and may be subject to change. The actual Issuer Rating at any given time can be seen on the Issuer's website (www.ubs.com) under "Investor Relations".

In addition to the risk factors below, further risk factors are set out in the UBS Swiss Base Prospectus for the Issuance of Securities.] [●]

[Product specific risks]

[Insert product specific risks as applicable or delete.] [●]

[Product Documentation]

[FOR INDICATIVE FINAL TERMS, PLEASE INSERT:

[This document ("**Indicative Final Terms**") contains the non-binding indicative final terms for the Product. The Indicative Final Terms contain indicative terms and conditions subject to change. The Final Terms will be made available on the Issue Date.

The Indicative Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time, ("**Base Prospectus**") shall form the non-binding and indicative documentation for this Product ("**Indicative Product Documentation**"), and accordingly the Indicative Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Indicative Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Indicative Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Indicative Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Indicative Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Indicative Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Indicative Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[FOR FINAL TERMS, PLEASE INSERT:]

[This document ("**Final Terms**") contains the final terms for the Product.

The Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time ("**Base Prospectus**") shall form the entire documentation for this Product ("**Product Documentation**"), and accordingly the Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[Insert additional sections as applicable.]

[Insert further sections as applicable and as necessary.] [●]

[Selling Restrictions]

[Insert applicable selling restrictions.] [●]

ANNEX TO THE [INDICATIVE] FINAL TERMS: ISSUE SPECIFIC SUMMARY

[●]

Information on the Securities
[●]
Information on the Offer and Admission to Trading
[●]

FORM OF FINAL TERMS: CERTAIN OTHER SECURITIES

[In case of Products which are subject to Option 2 (as defined in the Base Prospectus) or in case the Products provide for certain special or additional features, the Issuer is free to deviate from the below standard as appropriate irrespective of whether or not the text in a specific section is bracketed.]

[Insert Product Name]

[Linked to [●] [Basket of [●]] [[●] Index] [[●] Rate]] [[●] year [CCY] Swap Rate and [●] year [CCY] Swap Rate]] [Long [CCY (CCY)] Short [CCY (CCY)] exchange rate] [●]
[with Early Redemption Feature] [●]
Issued by [UBS AG], [London] [Jersey] [Hong Kong] Branch under the UBS Swiss Base Prospectus for the Issuance of Securities [●]

[●]

[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [SIX Symbol: [●]] [●]

[Indicative] Final Terms

[The Product does not represent a participation in any of the collective investment schemes pursuant to article 7 et seq. of the Swiss Federal Act on Collective Investment Schemes (CISA) and thus does not require an authorisation of the Swiss Financial Market Supervisory Authority (FINMA). Therefore, investors in this Product are not eligible for the specific investor protection under the CISA. Moreover, investors in this Product bear the issuer risk. Furthermore, this Product does not benefit from any depositor protection under article 37a of the Swiss Federal Act on Banks and Savings Banks (Banking Act) or other forms of deposit insurance under any other law as might be applicable to this Product.]

[Information on Underlying] [Underlying Details]

[Insert (a) name and/or general description of the underlying asset(s), (b) ISIN or other security numbers/identifiers relating to the underlying assets(s), if any, and (c) specification of trading venue for (publicly) traded underlying(s) or indication where the price determination with respect to the underlying asset(s) is accessible.]

[Insert further information (a) relating to the type of the underlying asset(s) and/or (b) the discretionary management of the underlying asset(s), if applicable.]

[Underlying information may be presented as a table or in any other form.] [●]

[Product Structure]

[Insert product structure description as applicable or delete.] [●]

[Product Details] [Main Details]

[Security Numbers]	[Valor: [●]] / [ISIN: [●]] / [WKN: [●]] / [Common Code: [●]] [●]
[SIX Symbol]	[●]
[Aggregate Nominal Amount]	[CCY] [●]
[[Specified] Denomination [/ Nominal] [/ Par Value]	[CCY] [●] [per Product] [(traded in nominal)] [[●] Units (traded in Units)] [●]
[Calculation Amount]	[CCY] [●]
[[Indicative] Issue Price [per unit] [per Product] [per Certificate]]	[CCY] [●][%] [of the [[Specified]Denomination] [(Percentage Quotation [subject to market conditions])] [CCY] [●] [per Unit] [[●] [Unit(s)] [(Unit Quotation)]]] [●]
[Indicative] Coupon [Rate]	[●] [For Swiss tax purposes the Coupon payment is split into two components: 1) [●] interest component 2) [●] premium component] [●]
[Indicative] Strike	[●]
[Indicative] Multiplier	[●]

[Settlement Currency	[•] [(Quanto)]]
[Redemption Currency	[•] [(Quanto)]]
[Minimum Redemption	[•]]
[Capital Protection	[•] [%] [of Nominal] [(=[CCY] [•])] [as of the [Redemption Date][Expiration Date]] [(subject to the credit risk of the Issuer)] [[•] [%] of the [[Specified]Denomination]] [•]]
[Participation	[•][%] [on the Underlying] [as of [Expiration Date]] [as of [Expiration Date, if a Barrier Event has [not] occurred] [on the [worst] performing Underlying as of Expiration Date] [on the Underlying Basket] [•]]
[Interest	<i>[Insert Interest Period, Interest Rate [(variable)][(fixed)] p.a., Day Count Fraction, Interest Entitlement, Record Date, Target Interest Amount, Aggregate Interest Amount etc. as applicable.]</i> <i>[Insert further Interest calculation methodology and description as applicable.]</i> <i>[Information may be displayed as a table or in any other form.] [•]]</i>
[Capital Protection	[•] [%] [of Nominal] [(=[CCY] [•])] [as of the [Redemption Date][Expiration Date]] [(subject to the credit risk of the Issuer)] [[•] [%] of the [[Specified]Denomination]] [•]]
[Bonus Level	[•][%] [•]]
[Bonus Payment	[•][%] [as of [Redemption Date], if a [Bonus Event] has occurred.] [•]]
[Participation	[•][%] [on the Underlying] [as of [Expiration Date]] [as of [Expiration Date, if a Barrier Event has [not] occurred] [on the [worst] performing Underlying as of Expiration Date] [on the Underlying Basket] [•]]
[Floor Level	[•][%] [as of [Expiration Date] [Redemption Date]] [if a [Barrier Event] has [not] occurred.] [•]]
[Cap Level	[•][%] [as of [Expiration Date] [Redemption Date]] [if a [Barrier Event] has [not] occurred.] [•]]
[Rebate	[•][%] [as of [Expiration Date] [Redemption Date]] [if a [Barrier Event] has [not] occurred.] [•]]
[Fees	[•]]
[Management Fee (MF)	[A fee of up to [•] [%] p.a. per Par Value will be applied to this Product and shall be deducted on a daily basis (Act/365 (Fixed)).] [•]]
[Minimum Interest Rate (Floor)	[•]]
[Maximum Interest Rate (Cap)	[•]]
[Interest Rate Fixing	[•]]
[Quanto Style	[The Redemption is not subject [to any exchange rate] [to the [[CCY1][CCY2]] [and [[CCY3][CCY4]] [•] exchange rate.]] [•]]
[[Quoting Type]/[Quotation]	[Secondary market prices are quoted [[dirty][clean]] [in [Units][percentage]] [accrued [interest] [interest amount] is [not] included in the price.] [•]]
<i>[Insert additional product details as applicable.] [•]]</i>	

[Dates]

[[Start of the public offer of the [Securities][Products]] [Launch Date]	[•] [(indicative)]]
[Subscription Period	[•] [until [•]] ([•][CET))] [(please note that the Subscription Period can be extended or can close earlier)] [•]]
[Pricing Date [("Pricing")] [/Fixing Date]	[•] [(indicative)]]
[Trade Date	[•] [(indicative)]]
[Issue Date [/ [Initial] Payment Date] [("Issue Date")]	[•] [(indicative)]]
[First [SIX] [Trading] [Listing] [Day][Date]/[Time]	[•]/[•] [CET] [(anticipated)]]
[Last [SIX] [Trading] [Listing] [Day][Date]/[Time]	[•]/[•] [CET] [(anticipated)]]
[[Redemption Date] [Maturity Date]	[•] [(subject to Market Disruption Event provisions)] [(subject to Disruption and Extraordinary Termination provisions)] [(subject to adjustments in accordance with the Business Day Convention.)] [the Product does not have a fixed [Redemption] [Maturity] Date (Open End).] [•]]

[Roll Period]	[The first Roll Period will be the period from and including the [Issue Date] to but excluding the first successive Roll Date. Each subsequent Roll Period will be the period between two successive Roll Dates, from and including the immediately preceding Roll Date to but excluding the immediately following Roll Date.] [●]]
[Roll Dates]	[Mean each [●],[●],[●] and [●] of a year, starting on the Issue Date.] [●]]
[Fixing Date[s] / Fee Determination Date[s]]	[Means the date which is two (2) Business Days prior to the first Business Day of the respective Roll Period.] [The [●] rate will be set on: [●]. Subject to adjustments in accordance with the Business Day Convention.] [●]]
[Final Valuation Date]	[[●] Business Days prior to the Redemption Date] [●]]
[Accrual Dates]	[[●], [●], [●] and [●].] [●]]
[Accrual Period]	[Period between two subsequent Accrual Dates, from and including the Accrual Date at the beginning of the relevant Accrual Period and to but excluding the immediately following Accrual Date. The last Accrual Period will be the period from and including the last Accrual Date to but excluding the Redemption Date.] [●]]
[Early Redemption Option Exercise Dates]	[Mean each [●],[●],[●] and [●] of a year starting on [●].] [●]]
[Optional Redemption Dates]	[[●] every year, from and including [●] to and including [●]] [●] [●]]
[Interest Commencement Date]	
[Interest Period]	[●]]
[Interest Payment Dates]	[●]]
[[Coupon] [Bonus] Payment Date(s)]	[[●], [●], [●], and [●] [the last day of [●] every year, from and including [●] to and including [●]] [(subject to Market Disruption Event provisions)] [●]]
[Expiration Date [and Time] ("Expiry")]	[●]]
<i>[Insert additional dates as applicable.]</i>	[●]]

[Coupon] [Interest [Rate]]

[Insert information on coupon / interest (including formula(s)) as applicable or delete.] [●]

[Early Redemption]

[Insert early redemption details (including formula(s)) as applicable or delete.] [●]

[Redemption]

[Insert (early) redemption details (including formula(s)) as applicable.] [●]

[Price Sources]

[Insert price sources information as applicable or delete.] [●]

[[Automatic] Early Termination Event[s] [& Early Termination Event]]

[Insert early termination event provisions as applicable or delete.] [●]

[Extraordinary Termination]

[Insert extraordinary termination details or delete.] [●]

[General Information]

[Issuer]	[UBS AG, Zurich and Basel, Switzerland, acting through its [London][Jersey][Hong Kong] Branch] [●]]
[Issuer Rating]	[[●] Moody's / [●] S&P's / [●] Fitch (as of [●])] [This is the long term credit rating of the Issuer and it does not represent ratings of the Product. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.] [The Product will not be rated.] [●]]
[Issuer Supervisory Authority]	[Swiss Financial Market Supervisory Authority (FINMA).] [London Branch additionally Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA).] [Jersey Branch additionally Jersey Financial Services Commission (JFSC).] [●]]

[Lead Manager]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]
[Calculation Agent]	[UBS AG, Zurich] [UBS AG, London Branch] [UBS Europe SE, Frankfurt] [UBS AG, Hong Kong Branch] [●]
[[Principal] [Swiss] Paying Agent]	[UBS AG, Zurich] [UBS Switzerland AG, Zurich] [●]
[Underwriting]	<i>[Insert details regarding underwriting, if any]</i>
[[Related] [Relevant] Exchange[s]]	[●]
[[Listing]/Admission to Trading]	[Listing] [Admission to Trading] [at <i>[insert exchange]</i> (will be applied for)] [None] [●]
[Secondary Market]	[The Issuer or the Lead Manager, as applicable, intends, under normal market conditions, to provide bid and/or offer prices for this Product on a regular basis. However, the Issuer or the Lead Manager, as applicable, makes no firm commitment to provide liquidity by means of bid and/or offer prices for this Product, and assumes no legal obligation to quote any such prices or with respect to the level or determination of such prices.] [Potential investors therefore should not rely on the ability to sell this Product at a specific time or at a specific price.] [In special market situations, where the Issuer is completely unable to enter into hedging transactions, or where such transactions are very difficult to enter into, the spread between the bid and offer prices may be temporarily expanded, in order to limit the economic risks of the Issuer.] [Daily price indications, [if any,] will be available [subject to Secondary Market provisions] on [Reuters/Bloomberg][, www.ubs.com/keyinvest] [and SIX Financial Information] [, Telkurs] from [09:15 - 17:15 (CET)].] [Please note that the Keyinvest website is not available to UK residents.] [Under normal secondary market conditions, as reasonable determined by the Calculation Agent, the spread between the bid and offer prices will not exceed 1.00%.] [●]
[[Quoting Type]/Quotation]	[Secondary market prices are quoted [[dirty][clean]] [in [Units][percentage]] [accrued [interest] [interest amount] is [not] included in the price.] [●]
[[Interest Calculation] [Day Count Fraction]]	[30/360] [●]
[[Currency] [Constituents] [Components] [Exchange] [Business] Days]	[Zurich] [New York] [Target2] [London] [●]
[Business Day Convention]	[[Modified]Following] [Adjusted] [Unadjusted]] [●]
[Minimum Investment]	[CCY] [●] [[●] Product(s)] [[●] Certificate(s)] [[●] Unit(s)] [[●] Note(s)] [(subject to Selling Restrictions)] [None] [●]
[Minimum Trading Lot]	[CCY] [●] [[●] Product(s)] [[●] Certificate(s)] [[●] Unit(s)] [[●] Note(s)] [None] [●]
[Clearing]	[SIX SIS, Euroclear, Clearstream (registered as intermediated securities with SIX SIS AG, in Switzerland)] [●]
[Status]	Unsecured / Unsubordinated]
[Form of [Deed] [Notes]]	[Uncertificated Securities] [●]
[Governing Law / Jurisdiction]	[Swiss / Zurich] [●]
[[Product] [●]]	[One <i>[insert product name]</i> [with the given [[Specified]Denomination]/[Nominal]/[Par Value]] is equivalent to one (1) "[Product][Security][Certificate][Note][●]". "[Products][Securities][Certificates][Notes][●]" wherever used herein shall be construed to mean integral multiples of the same.] [●]
[Public Offering]	[●] [None] [Switzerland]]
[International placement, simultaneous public offer and private placement]	<i>[Insert details regarding (i) multiple offering jurisdictions and indication whether individual tranches are reserved for the offering in one or more jurisdictions, and (ii) a simultaneous public offer and private placement, in each case if applicable]</i>
[Adjustments]	[The terms of the Product may be subject to adjustments during its lifetime.] [For clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.] [Detailed information on such adjustments is to be found in the [Indicative] Product Documentation.] [●]
[Distribution Fees]	[[●] [%] [p.a.] [fee [embedded][included] in the [Issue Price]] [None] [●]
[Additional fee disclosure]	<i>[Insert fee information as applicable.]</i>
[Fees and expenses charged to investors during the term of the Product]	[●] [None]]
[Estimated net proceeds]	<i>[insert details of estimated net proceeds of the issue, including details on the use of proceeds]</i>

Material Changes	[Apart from what has been published or disclosed in the [Indicative] Product Documentation (including any documents incorporated by reference therein), there has been no material change in the Issuer's assets, financial or revenue position since the end of its last year-end or quarterly financial report.]] [●]
Responsibility	UBS AG, having its registered head offices at Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland, accepts responsibility for the information contained in these [Indicative] Final Terms and declares that, to its knowledge, the information contained in these [Indicative] Final Terms is accurate and does not omit any material circumstances.
[Insert additional general information as applicable.]	[●]

[Tax Treatment [Switzerland]]

[Insert tax information as applicable or delete.] [●]

[Withholding Tax related to 871(m) of the U.S. Tax Code]

[Insert tax information as applicable or delete.] [●]

[Adjustments and Market Disruption Events]

[Insert information on adjustments and market disruption events as applicable or delete.] [●]

[Significant Risks for Investors]

[Investors in this Product should be experienced investors and familiar with both [derivative products] [and the] [stock market] [interest rate market] [financial markets] [●]. Potential investors should understand the risks associated with an investment in the Product and shall only reach an investment decision after careful considerations with their legal, tax, financial and other advisors of (i) the suitability of an investment in the Product in the light of their own particular financial, fiscal and other circumstances (ii) the information set out in this document and (iii) the Underlying(s).

In addition to the market risk with regard to the development of the Underlying, each investor bears the general risk that the financial situation of the Issuer could deteriorate ("**Issuer Risk**"). The Products constitute immediate, unsecured and unsubordinated obligations of the Issuer, which, particularly in case of insolvency of the Issuer, rank *pari passu* with each and all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of those that have priority due to mandatory statutory provisions. The general assessment of the Issuer's creditworthiness may affect the value of the Products. This assessment generally depends on the ratings assigned to the Issuer or its affiliated companies by rating agencies such as Moody's, Fitch and Standard & Poor's. The Issuer Rating indicated in this document reflects the situation at the time of issuance and may be subject to change. The actual Issuer Rating at any given time can be seen on the Issuer's website (www.ubs.com) under "Investor Relations".

In addition to the risk factors below, further risk factors are set out in the UBS Swiss Base Prospectus for the Issuance of Securities.] [●]

[Product specific risks]

[Insert product specific risks as applicable or delete.] [●]

[Product Documentation]**[FOR INDICATIVE FINAL TERMS, PLEASE INSERT:**

[This document ("**Indicative Final Terms**") contains the non-binding indicative final terms for the Product. The Indicative Final Terms contain indicative terms and conditions subject to change. The Final Terms will be made available on the Issue Date.

The Indicative Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time, ("**Base Prospectus**") shall form the non-binding and indicative documentation for this Product ("**Indicative Product Documentation**"), and accordingly the Indicative Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Indicative Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Indicative Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Indicative Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Indicative Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have

already been published, the most recently published Successor Base Prospectus, and the term "Indicative Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Indicative Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[FOR FINAL TERMS, PLEASE INSERT:]

[This document ("**Final Terms**") contains the final terms for the Product.

The Final Terms together with the 'UBS Swiss Base Prospectus for the Issuance of Securities', stipulated in English and as amended from time to time ("**Base Prospectus**") shall form the entire documentation for this Product ("**Product Documentation**"), and accordingly the Final Terms should always be read together with the Base Prospectus and any supplements thereto. Definitions used in the Final Terms, but not defined herein shall have the meaning given to them in the Base Prospectus.

The Product Documentation can be obtained free of charge from UBS AG, P.O. Box, CH-8098 Zurich (Switzerland), via telephone (+41-(0)44-239 47 03), fax (+41-(0)44-239 69 14) or via e-mail (swiss-prospectus@ubs.com). In addition, for clients outside of the United Kingdom, the Product Documentation is available at www.ubs.com/keyinvest. Notices in connection with this Product shall be validly given by publication as described in the Base Prospectus. Furthermore, for clients outside of the United Kingdom, any changes with regard to the terms of this Product shall be published at www.ubs.com/keyinvest.

Upon the replacement of the Base Prospectus by a successor version of the Base Prospectus the Final Terms are to be read together with the latest valid successor version of the Base Prospectus (each, a "**Successor Base Prospectus**") which has succeeded either (i) the Base Prospectus, or (ii) if one or more Successor Base Prospectuses to the Base Prospectus have already been published, the most recently published Successor Base Prospectus, and the term "Product Documentation" shall be interpreted accordingly.

The Issuer consents to the use of the Base Prospectus (including any Successor Base Prospectus) together with the relevant Final Terms in connection with a public offer of the Products by any financial intermediary that is authorised to make such offers.]

[Insert additional sections as applicable.]

[Insert further sections as applicable and as necessary.] [●]

[Selling Restrictions]

[Insert applicable selling restrictions.] [●]

ANNEX TO THE [INDICATIVE] FINAL TERMS: ISSUE SPECIFIC SUMMARY

[•]

Information on the Securities
[•]
Information on the Offer and Admission to Trading
[•]

RESPONSIBILITY STATEMENT

UBS AG, having its registered head offices at Bahnhofstrasse 45, 8001 Zurich, Switzerland, and Aeschenvorstadt 1, 4051 Basel, Switzerland, accepts responsibility for the information contained in this Base Prospectus and declares that, to its knowledge, the information contained in this Base Prospectus is accurate and does not omit any material circumstances.

SELLING RESTRICTIONS

A. GENERAL

The Manager has represented and agreed (and each additional Manager will be required to represent and agree) that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Securities or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Securities under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries, and neither the Issuer nor any other Manager shall have any responsibility therefor. Neither the Issuer nor the Manager has represented that Securities may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or has assumed any responsibility for facilitating such sale. The relevant Manager will be required to comply with such other additional restrictions as may be set out in the relevant Final Terms.

B. UNITED STATES OF AMERICA

The Securities have not been registered and will not be registered under the Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States and are being sold pursuant to an exemption from the registration requirements of the Securities Act. Trading in the Securities has not been approved by the U.S. Commodity Futures Trading Commission under the Commodity Exchange Act or by the United States Securities and Exchange Commission or any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Securities or the accuracy or adequacy of this Base Prospectus. The Securities (or any rights thereunder) will be offered only outside of the United States and only to, or for the account or benefit of, persons that are not U.S. persons as defined in Regulation S under the Securities Act.

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

The Manager has represented and agreed (and each additional Manager will be required to represent and agree) that, except as permitted, it has not offered, sold or delivered, and will not offer, sell or deliver, Securities of any Series (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the date of issue of the relevant Series of Securities and the completion of the distribution of such Series as certified to the principal Paying Agent or the Issuer by the relevant Manager within the United States or to, or for the account or of benefit of, U.S. persons, and that it will have sent to each Manager to which it sells Securities of such Series during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of such Securities within the United States or to, or for the account of benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of any Series of Securities an offer or sale of Securities of such Series within the United States by a Manager (whether or not participating in the offering of such Securities) may violate the registration requirements of the Securities Act.

Each issuance of Securities linked to currency exchange rates, commodities or precious metals as the underlying or a basket component, as the case may be, shall be subject to such additional U. S. selling restrictions as the Issuer and the relevant Manager(s) will agree as a term of the issuance and purchase or, as the case maybe, subscription of such Securities. Any Manager will be required to agree that it will offer, sell and deliver such Securities only in compliance with such additional U. S. selling restrictions.

C. EUROPEAN ECONOMIC AREA

Unless the Final Terms in respect of any Securities include a legend entitled "Prohibition of Sales to EEA Retail Investors", in relation to each Member State of the European Economic Area, each Manager has represented and agreed, and each further Manager appointed under this Base Prospectus will be required to represent and agree, that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may make an offer of such Securities to the public in that Member State:

- (a) if the Final Terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Securities which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Manager or Managers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Securities referred to in (b) to (d) above shall require the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Securities to the public**" in relation to any Securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

D. UNITED KINGDOM

Unless the Final Terms in respect of any Securities include a legend entitled "Prohibition of Sales to UK Retail Investors", each Manager has represented and agreed, and each further Manager appointed under this Base Prospectus will be required to represent and agree, that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Securities to the public in the United Kingdom:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Securities referred to in (a) to (c) above shall require the publication of a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of the forgoing provisions, the expression an “**offer of Securities to the public**” in relation to any Securities means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities; the expression “**UK Prospectus Regulation**” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended) (the “**EUWA**”); and “**FSMA**” means the Financial Services and Markets Act 2000.

Each Manager has represented and agreed, and each further Manager appointed under this Base Prospectus will be required to represent and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

TAXATION

A. GENERAL TAXATION INFORMATION

The following is a general description of certain tax considerations relating to the taxation of Securities in Switzerland. It does not purport to be a complete analysis of all tax considerations relating to the Securities, whether in Switzerland or elsewhere. **Prospective purchasers of Securities should consult their own tax advisors as to which countries' tax laws could be relevant to acquiring, holding and disposing of Securities and receiving payments of interest, principal and/or other amounts under the Securities and the consequences of such actions under the tax laws of those countries.** This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

The relevant Final Terms prepared in respect of an issue of Securities may contain additional information relating to the taxation of the Securities in certain other jurisdictions.

The Issuer does not assume any responsibility for the withholding of taxes at source.

B. SWITZERLAND

The following is a generic summary only of the Issuer's understanding of current law and practice in Switzerland relating to the taxation of the Securities issued under this Base Prospectus. Because this summary does not address all tax considerations under Swiss law and as the specific tax situation of an investor cannot be considered in this context, potential investors are recommended to consult their personal tax advisors as to the tax consequences of the purchase, ownership, sale or redemption of and the income derived from the Securities issued under this Base Prospectus including, in particular, the effect of tax laws of any other jurisdiction.

The Swiss Federal Tax Administration has issued on 3 October 2017 a Circular Letter No. 15 regarding Certificates and Derivative Financial Instruments subject to Direct Federal Tax, Withholding Tax and Stamp Tax. The Securities issued under this Base Prospectus will be taxed in accordance with this Circular Letter No. 15 and its appendices. Depending on the qualification of the relevant Security by the competent Swiss tax authorities the taxation of each Security may be different. The taxation depends on the set-up of each single Security for which reason the following remarks are again only of generic nature.

Income Tax

Securities held as Private Assets by a Swiss Resident Holder:

(a) Structured Products

If a Security classifies as a structured product, its income taxation depends on whether the bond and the derivative financial instrument(s) embedded therein are recorded separately from each other and whether the Security classifies as a structured product with or without a predominant one-time interest payment.

Non-transparent derivative financial instruments: If the embedded bond is not recorded separately from the embedded derivative financial instrument(s), the Security classifies as non-transparent structured product and any return over the initial investment classifies as a taxable interest payment. Non-transparent derivative financial instruments generally include a predominant one-time interest payment. If so, Swiss resident private investors will be taxed on any interest payments and on any gains, including capital and foreign exchange gains, realised on the Securities (differential taxation method).

Transparent derivative financial instruments without a predominant one-time interest payment: If the embedded bond is recorded separately from the embedded derivative financial instrument(s) and the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time interest payment (see below "*Transparent derivative financial instruments with a predominant one-time interest payment*"), then any periodic interest payment and the one-time interest payment is taxed when paid to the holder of the Security. A gain, including interest accrued, realised on the sale of a Security is a tax-free private capital gain, whereas a loss is a non-tax-deductible private capital loss (see below "*Capital*").

Gains Taxation – Securities held as Private Assets by a Swiss Resident Holder"). The same applies if the Security is redeemed except that interest accrued is taxed when paid.

Transparent derivative financial instruments with a predominant one-time interest payment: If the embedded bond is recorded separately from the embedded derivative financial instrument(s) and the yield-to-maturity predominantly derives from a one-time interest-payment such as an original issue discount or a repayment premium, and not from periodic interest payments, then any periodic interest payments at sale or redemption of the Security as well as the difference between the value of the embedded bond at sale or redemption and its value at issuance or purchase, as applicable, converted, in each case, into Swiss francs at the rate of exchange prevailing at the time of sale, redemption, issuance or purchase constitutes taxable income (modified differential taxation method). A value decrease on the embedded bond realised on the sale or redemption of the Security may be offset against any gains (including periodic interest payments) realised within the same taxation period from all financial instruments with a predominant one-time interest payment. Any residual return realised on the embedded derivative financial instrument(s) is a tax-free private capital gain, and any residual loss is a non-tax-deductible private capital loss (see below "*Capital Gains Taxation – Securities held as Private Assets by a Swiss Resident Holder*").

(b) Bonds

Bonds without a predominant one-time interest payment: If a Security classifies as a pure bond without a predominant one-time interest payment (the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time interest-payment), Swiss resident private investors will be taxed on the periodic and any one-time interest payments, converted into Swiss francs at the rate of exchange prevailing at the time of payment. A gain, including interest accrued, realised on the sale of a Security is a tax-free private capital gain, whereas a loss is a non-tax-deductible private capital loss (see below "*Capital Gains Taxation – Securities held as Private Assets by a Swiss Resident Holder*").

Bonds with a predominant one time interest payment: If a Security classifies as a pure bond with a predominant one-time interest payment (the yield-to-maturity predominantly derives from a one-time interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments), Swiss resident private investors will be taxed on any periodic interest payments and on any gains, including capital and foreign exchange gains, realised on the Securities (differential taxation method).

(c) Pure Derivative Financial Instruments

Periodic and one-time dividend equalisation payments realised on a Security which classifies as a pure derivative financial instrument (such as pure call and put options, including low exercise price options with a maturity not exceeding one year, pure futures, static certificates replicating an index or a basket of at least five shares and with a fixed maturity or an annual redemption right) and which is held as part of their private assets constitute taxable investment income. Any other return will be classified as a tax-exempt capital gain or a non-tax deductible capital loss (see below "*Capital Gains Taxation – Securities held as Private Assets by a Swiss Resident Holder*").

(d) Low Exercise Price Options (LEPO)

According to the current practice of the Swiss Federal Tax Administration, low exercise price options are given if the underlying has been pre-financed by at least 50 per cent. at the time of issuance. For low exercise price options with a maturity exceeding one year, the interest component of the low exercise price option (i.e. issue discount) constitutes taxable investment income. Any other return will be classified as a tax-exempt capital gain or a non-tax deductible capital loss (see below "*Capital Gains Taxation – Securities held as Private Assets by a Swiss Resident Holder*").

(e) Fund-like Products

An individual holding a fund-like product as part of private assets only receives taxable income (which he or she must report annually) over such portion of the distributions (in case the fund is distributing the income realised on the underlying investments) or earnings credits (in case the fund is reinvesting the income realised on the underlying investment) as derived from dividends and interest (less attributable costs) on the underlying instruments. Any distributions or credits deriving from capital gains realised on

the underlying investments constitute a tax-free private capital gain and any loss on the underlying investments is a non-tax-deductible private capital loss. Such taxation will only apply if dividend and interest income (less attributable costs) and capital gains and losses are reported and distributed separately. Any gain realised within a taxation period on the sale of a fund-like instrument (including accrued dividends and interest) is exempt from income taxation as a private capital gain, and, conversely, any loss realised is a non-tax-deductible capital loss (see below "*Capital Gains Taxation – Securities held as Private Assets by a Swiss resident Holder*").

Securities held as assets of a Swiss business:

Corporate entities and individuals who hold Securities as part of a trade or business in Switzerland (in the case of residents abroad carried on through a permanent establishment or a fixed place of business in Switzerland) are required to recognise any payments on, and any capital gains or losses realised on the sale or redemption of, such Securities (irrespective of their classification) in their income statement and will be taxed on any net taxable earnings for the respective taxation period.

The same taxation treatment also applies to Swiss-resident individuals who are classified by the tax authorities as "professional securities dealers" for reasons of, inter alia, frequent dealing and leveraged investments in securities.

Capital Gains Taxation

Securities held as Private Assets by a Swiss Resident Holder:

A gain or a loss realised by an individual resident in Switzerland upon the sale or other disposal of a Security held as part of his or her private assets, is a tax-free private capital gain or a non-tax deductible capital loss, respectively, unless such individual is classified by the tax authorities as a "professional securities dealer" for reasons of, inter alia, frequent dealing and leveraged investments in securities. If an individual is classified as "professional securities dealer" he or she will be taxed in accordance with the principles set forth above under "*Securities held as assets of a Swiss business*". Concerning the separation into a tax-exempt capital gains or non-tax deductible capital loss component, as applicable, and a taxable income component of a security, see the breakdown principles set forth above with regard to the different instruments under "*Income Taxation – Securities held as Private Assets by a Swiss Resident Holder*".

Securities held as assets of a Swiss business:

Capital gains realised on Securities held as assets of a Swiss business are taxed in accordance with the taxation principles set forth above under "*Income Taxation – Securities held as Swiss Business Assets*".

Withholding Tax

The Swiss Withholding Tax is in principle levied on income (such as, but not limited to, interest, pensions, profit distributions etc.) from, amongst others, bonds and other similar negotiable debt instruments issued by a Swiss tax resident ("*Inländer*"), distributions from Swiss tax resident corporations, interest on deposits with Swiss banks as well as distributions of or in connection with Swiss tax resident collective investment schemes. For Swiss Withholding Tax purposes, an individual or corporation qualifies as a Swiss tax resident ("*Inländer*") being subject to withholding taxation if it (i) is resident in Switzerland, (ii) has its permanent abode in Switzerland, (iii) is a company incorporated under Swiss law having its statutory seat in Switzerland, (iv) is a company incorporated under foreign law but with a registered office in Switzerland, or (v) is a company incorporated under foreign law but is managed and conducts business activities in Switzerland. Hence, as long as the Securities are not issued by an issuer qualifying as a Swiss tax resident for the purposes of the Swiss Withholding Tax, income derived from the Securities is in principle not subject to Swiss Withholding Tax.

Transfer and Issue Stamp Tax

Swiss Stamp Tax is, amongst other, either levied as Swiss Transfer Stamp Tax or as Swiss Issuance Stamp Tax.

Dealings in Securities which classify as pure derivative financial instruments (such as pure call and put options, including low exercise price options (LEPOs) with a maturity not exceeding twelve months, pure futures with a maximal pre-financing of 25 per cent., static certificates replicating an index or a basket of at least five shares and with a fixed maturity or an annual redemption right) are not subject to the Swiss Transfer Stamp Tax.

Dealings in Securities which have been issued by an issuer outside of Switzerland and which classify as structured products, share-like instruments (including low exercise price options on shares with a maturity exceeding twelve months) or fund-like instruments are subject to Swiss Transfer Stamp Tax of 0.3 per cent. on the consideration paid, however, only if a Swiss securities dealer (as defined in the Swiss federal stamp tax act) is a party or intermediary to the transaction and no exemption applies.

Dealings in bonds and structured products with a maturity not exceeding one year are exempt from Swiss Transfer Stamp Tax.

The delivery of an underlying taxable security at exercise or redemption to the holder of the Security is subject to the Swiss Transfer Stamp Tax of 0.3 per cent. in case a security issued by an issuer outside Switzerland is delivered, and of 0.15 per cent. in case a security issued by a domestic issuer is delivered, however, in each case, only if a Swiss domestic securities dealer (as defined in the Swiss Federal Stamp Tax Act) is a party or intermediary to the transaction and no exemption applies.

Swiss Issuance Stamp Tax is levied on the issuance of Swiss shares and similar participation rights by Swiss resident. Hence, the issuance of Securities is not subject to the Swiss Issuance Stamp Tax.

INCORPORATION BY REFERENCE

The following documents shall be incorporated or shall be deemed to be incorporated into, and form part of, this Base Prospectus (the "**Source Documents**"). Only those parts of the Source Documents which are set out in the table below shall be incorporated or shall be deemed to be incorporated into, and form part of, this Base Prospectus. The other parts of the Source Documents which are not set out in the table below are expressly not incorporated into, and do not form part of, this Base Prospectus. Any information not set out in the table below but contained in the Source Documents is either not relevant to Investors or is covered elsewhere in this Base Prospectus.

Document	Information incorporated by reference	Availability
Each of the Preceding Terms and Conditions	Preceding Terms and Conditions (i.e. the terms and conditions set out the relevant programme documentation only)	See section J. (<i>Availability of Documents</i>) on page 303 of this Base Prospectus

In addition, the 2021 Registration Document forms an integral part of this Base Prospectus. The 2021 Registration Document has been published on the website www.ubs.com/keyinvest (or any successor or substitute thereto).

GENERAL INFORMATION

A. FORM OF DOCUMENT

This document, including all information incorporated by reference herein or otherwise being part of this document, and as supplemented from time to time, constitutes a base prospectus (the "**Base Prospectus**") according to article 45 of the Swiss Federal Act on Financial Services (*Finanzdienstleistungsgesetz*; the "**FinSA**"). As such, this Base Prospectus contains the information which was known at the time this Base Prospectus has been approved. Final terms ("**Final Terms**") will be prepared in respect of the Securities and will contain the information which is to be determined at the time of the individual issue of Securities under this Base Prospectus.

B. PUBLICATION

This Base Prospectus and the 2021 Registration Document have been published on the website of UBS at www.ubs.com/keyinvest (or a successor or replacement address thereto). In case of admission to trading of Securities on a regulated market of a stock exchange, this Base Prospectus will be published in accordance with the rules of such stock exchange.

Final Terms, together with any translations thereof (if any), may be published on the website of UBS at www.ubs.com/keyinvest (or a successor or replacement address thereto). In case of admission to trading of Securities on a regulated market of a stock exchange, Final Terms will also be published in accordance with the rules of such stock exchange.

C. AUTHORISATION

The Issuer does not need to obtain (individual) authorisation from its Management Board to issue the Securities. There exists a general resolution for the issue of the Securities.

D. APPROVAL OF THE BASE PROSPECTUS

This Base Prospectus has been approved by and registered with SIX Exchange Regulation Ltd. ("**Reviewing Body**") on 1 October 2021.

E. MATERIAL CHANGES

Since the end of the last financial year of the Issuer, there have been no material changes in the assets, financial or revenue position of the Issuer.

F. MANAGERS

UBS AG and, when acting through its Jersey Branch, UBS AG, Jersey Branch and, when acting through its London Branch, UBS AG, London Branch, UBS Europe SE and any additional manager(s) appointed by the Issuer in connection with the subscription or placement of one or more tranches of Securities shall be referred to as the "**Managers**" in this Base Prospectus. The Issuer may from time to time terminate the appointment of any Manager under this Base Prospectus.

G. USE OF PROCEEDS

The net proceeds of the issue of each tranche of Securities will be applied by the Issuer to meet part of its general financing requirements and business purposes, if not indicated otherwise in the Final Terms. Proceeds of issues of Securities issued by UBS AG, UBS AG, Jersey Branch and UBS AG, London Branch, respectively, will be used outside of Switzerland.

H. THIRD PARTY INFORMATION

Where this Base Prospectus contains information obtained from third parties, the Issuer confirms that such information was reproduced accurately, and as far as the Issuer is aware and is able to ascertain

from information published by such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

I. POST-ISSUANCE INFORMATION

The Issuer does not intent to provide any post-issuance information unless this is required by applicable law.

J. AVAILABILITY OF DOCUMENTS

So long as any of the Securities are outstanding copies of the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), at the office of the principal Paying Agent specified in the Address List set out in the back of this Base Prospectus:

- (a) this Base Prospectus (together with any supplement as well as any Final Terms hereto);
- (b) the 2021 Registration Document; and
- (c) all documents incorporated by reference as set out in section "*Incorporation by Reference*".

Copies of the documents referred to above and information which refers to sources such as Bloomberg shall also be maintained in printed format, for free distribution, at the offices of the Issuer. In addition, any annual and quarterly reports of UBS AG are published on the internet on the website www.ubs.com/investors or a successor or replacement address thereto notified by the Issuer to the Holders by way of publication on www.ubs.com/investors.

**ANNEX
PRECEDING TERMS AND CONDITIONS**

Name of Programme Documentation	Date of Programme Documentation	Version of Programme Documentation
General Terms and Conditions for Structured Products on Equity, Commodity and Index Underlyings	1 July 2007	2007-01
	10 December 2007	2007-04
	30 January 2008	2008-01
	14 February 2008	2008-02
	1 April 2008	2008-03
	18 July 2008	2008-07
	12 November 2008	2008-10
	31 December 2008	2008-11
	19 November 2009	2009-16
	1 January 2010	2010-1
	18 June 2020	2010-6
	23 February 2011	2011-02
	25 October 2011	2011-16
	19 March 2013	2013-01
	4 March 2015	2015-01
	26 March 2015	2015-02
	12 May 2015	2015-03
	9 June 2015	2015-04
	19 June 2015	2015-06
	9 July 2015	2015-07
	6 August 2015	2015-08
	1 September 2015	2015-09
	17 November 2015	2015-10
	14 January 2016	2016-01

	18 February 2016	2016-02
	10 March 2016	2016-03
	8 April 2016	2016-04
	17 May 2016	2016-05
	31 May 2016	2016-06
	8 June 2016	2016-07
	15 June 2016	2016-08
	5 August 2016	2016-09
	8 November 2016	2016-10
	13 December 2016	2016-11
	14 February 2017	2017-1
	28 March 2017	2017-2
	18 May 2017	2017-3
	10 August 2017	2017-4
	29 September 2017	2017-5
	13 November 2017	2017-6
	18 December 2017	2017-7
	4 January 2018	2018-1
	5 February 2018	2018-2
	13 March 2018	2018-3
	29 March 2018	2018-4
	4 May 2018	2018-5
	18 June 2018	2018-6
	8 August 2018	2018-7
	1 October 2018	2018-8
	2 November 2018	2018-9
	8 November 2018	2018-10
	31 January 2019	2019-1
	1 March 2019	2019-2

	22 March 2019	2019-3
	6 May 2019	2019-4
	29 July 2019	2019-5
	29 August 2019	2019-6
	5 November 2019	2019-7
	21 January 2020	2020-1
	19 March 2020	2020-2
	5 May 2020	2020-3
	24 July 2020	2020-4

General Terms and Conditions for Structured Currencies and Precious Metals	4 March 2015	2015-01
	26 March 2015	2015-02
	12 May 2015	2015-03
	9 June 2015	2015-04
	19 June 2015	2015-06
	9 July 2015	2015-07
	6 August 2015	2015-08
	1 September 2015	2015-09
	17 November 2015	2015-10
	14 January 2016	2016-01
	18 February 2016	2016-02
	10 March 2016	2016-03
	8 April 2016	2016-04
	17 May 2016	2016-05
	31 May 2016	2016-06
	8 June 2016	2016-07
	15 June 2016	2016-08
	5 August 2016	2016-09
	8 November 2016	2016-10

	14 February 2017	2017-1
	28 March 2017	2017-2
	18 May 2017	2017-3
	10 August 2017	2017-4
	29 September 2017	2017-5
	13 November 2017	2017-6
	4 January 2018	2018-1
	5 February 2018	2018-2
	13 March 2018	2018-3
	29 March 2018	2018-4
	4 May 2018	2018-5
	18 June 2018	2018-6
	8 August 2018	2018-7
	1 October 2018	2018-8
	2 November 2018	2018-9
	31 January 2019	2019-1
	1 March 2019	2019-2
	22 March 2019	2019-3
	6 May 2019	2019-4
	29 July 2019	2019-5
	29 August 2019	2019-6
	5 November 2019	2019-7
	21 January 2020	2020-1
	19 March 2020	2020-2
	5 May 2020	2020-3
	24 July 2020	2020-4
General Terms and Conditions for tailor-made foreign-exchange and precious metals-linked structured products	4 March 2015	2015-01

	26 March 2015	2015-02
	12 May 2015	2015-03
	9 June 2015	2015-04
	19 June 2015	2015-06
	9 July 2015	2015-07
	6 August 2015	2015-08
	1 September 2015	2015-09
	17 November 2015	2015-10
	14 January 2016	2016-01
	18 February 2016	2016-02
	10 March 2016	2016-03
	8 April 2016	2016-04
	17 May 2016	2016-05
	31 May 2016	2016-06
	8 June 2016	2016-07
	15 June 2016	2016-08
	5 August 2016	2016-09
	8 November 2016	2016-10
	14 February 2017	2017-1
	28 March 2017	2017-2
	18 May 2017	2017-3
	10 August 2017	2017-4
	29 September 2017	2017-5
	13 November 2017	2017-6
	4 January 2018	2018-1
	5 February 2018	2018-2
	13 March 2018	2018-3
	29 March 2018	2018-4
	4 May 2018	2018-5

	18 June 2018	2018-6
	8 August 2018	2018-7
	1 October 2018	2018-8
	2 November 2018	2018-9
	31 January 2019	2019-1
	1 March 2019	2019-2
	22 March 2019	2019-3
	6 May 2019	2019-4
	29 July 2019	2019-5
	29 August 2019	2019-6
	5 November 2019	2019-7
	21 January 2020	2020-1
	19 March 2020	2020-2
	5 May 2020	2020-3
	24 July 2020	2020-4

General Terms and Conditions for Fixed Rate Notes	4 March 2015	2015-01
	26 March 2015	2015-02
	12 May 2015	2015-03
	9 June 2015	2015-04
	19 June 2015	2015-06
	9 July 2015	2015-07
	6 August 2015	2015-08
	1 September 2015	2015-09
	17 November 2015	2015-10
	14 January 2016	2016-01
	18 February 2016	2016-02
	10 March 2016	2016-03
	8 April 2016	2016-04

	17 May 2016	2016-05
	31 May 2016	2016-06
	8 June 2016	2016-07
	15 June 2016	2016-08
	5 August 2016	2016-09
	8 November 2016	2016-10
	14 February 2017	2017-1
	28 March 2017	2017-2
	18 May 2017	2017-3
	10 August 2017	2017-4
	29 September 2017	2017-5
	13 November 2017	2017-6
	4 January 2018	2018-1
	5 February 2018	2018-2
	13 March 2018	2018-3
	29 March 2018	2018-4
	4 May 2018	2018-5
	18 June 2018	2018-6
	8 August 2018	2018-7
	1 October 2018	2018-8
	2 November 2018	2018-9
	31 January 2019	2019-1
	1 March 2019	2019-2
	22 March 2019	2019-3
	6 May 2019	2019-4
	29 July 2019	2019-5
	29 August 2019	2019-6
	5 November 2019	2019-7
	21 January 2020	2020-1

	19 March 2020	2020-2
	5 May 2020	2020-3
	24 July 2020	2020-4

UBS General Terms and Conditions for Fixed Income Structured Products	4 March 2015	2015-01
	26 March 2015	2015-02
	12 May 2015	2015-03
	9 June 2015	2015-04
	19 June 2015	2015-06
	9 July 2015	2015-07
	6 August 2015	2015-08
	1 September 2015	2015-09
	17 November 2015	2015-10
	14 January 2016	2016-01
	18 February 2016	2016-02
	10 March 2016	2016-03
	8 April 2016	2016-04
	17 May 2016	2016-05
	31 May 2016	2016-06
	8 June 2016	2016-07
	15 June 2016	2016-08
	5 August 2016	2016-09
	8 November 2016	2016-10
	14 February 2017	2017-1
	28 March 2017	2017-2
	18 May 2017	2017-3
	10 August 2017	2017-4
	29 September 2017	2017-5
	13 November 2017	2017-6

	4 January 2018	2018-1
	5 February 2018	2018-2
	13 March 2018	2018-3
	29 March 2018	2018-4
	4 May 2018	2018-5
	18 June 2018	2018-6
	8 August 2018	2018-7
	1 October 2018	2018-8
	2 November 2018	2018-9
	8 November 2018	2018-10
	31 January 2019	2019-1
	1 March 2019	2019-2
	22 March 2019	2019-3
	6 May 2019	2019-4
	29 July 2019	2019-5
	29 August 2019	2019-6
	5 November 2019	2019-7
	21 January 2020	2020-1
	19 March 2020	2020-2
	5 May 2020	2020-3
	24 July 2020	2020-4

UBS General Terms and Conditions for Credit Linked Notes	4 March 2015	2015-01
	26 March 2015	2015-02
	12 May 2015	2015-03
	9 June 2015	2015-04
	19 June 2015	2015-06
	9 July 2015	2015-07
	6 August 2015	2015-08

	1 September 2015	2015-09
	17 November 2015	2015-10
	14 January 2016	2016-01
	18 February 2016	2016-02
	10 March 2016	2016-03
	8 April 2016	2016-04
	17 May 2016	2016-05
	31 May 2016	2016-06
	8 June 2016	2016-07
	15 June 2016	2016-08
	5 August 2016	2016-09
	8 November 2016	2016-10
	14 February 2017	2017-1
	28 March 2017	2017-2
	18 May 2017	2017-3
	10 August 2017	2017-4
	No date in the relevant programme documentation	2017-5
	4 January 2018	2018-1
	5 February 2018	2018-2
	13 March 2018	2018-3
	29 March 2018	2018-4
	4 May 2018	2018-5
	18 June 2018	2018-6
	8 August 2018	2018-7
	1 October 2018	2018-8
	2 November 2018	2018-9
	8 November 2018	2018-10
	31 January 2019	2019-1

	1 March 2019	2019-2
	22 March 2019	2019-3
	6 May 2019	2019-4
	29 July 2019	2019-5
	29 August 2019	2019-6
	5 November 2019	2019-7
	21 January 2020	2020-1
	19 March 2020	2020-2
	5 May 2020	2020-3
	24 July 2020	2020-4

UBS General Terms and Conditions for Foreign-exchange and Precious Metals-linked Structured Products	5 October 2017	2017-1
	4 January 2018	2018-1
	5 February 2018	2018-2
	13 March 2018	2018-3
	29 March 2018	2018-4
	4 May 2018	2018-5
	18 June 2018	2018-6
	8 August 2018	2018-7
	1 October 2018	2018-8
	2 November 2018	2018-9
	31 January 2019	2019-1
	1 March 2019	2019-2
	22 March 2019	2019-3
	6 May 2019	2019-4
	29 July 2019	2019-5
	29 August 2019	2019-6
	5 November 2019	2019-7
	21 January 2020	2020-1

	19 March 2020	2020-2
	5 May 2020	2020-3
	24 July 2020	2020-4

Other Programmes		
Global Base Prospectus for the Issuance of Securities	17 September 2018	
Summary and Securities Note for the issue and public offer of 150,000 UBS Open End Certificates linked to the UBS Risk Adjusted Dynamic Alpha (RADA) Net Total Return Index (EUR) on EURO STOXX 50® Index	17 February 2015	
Summary and Securities Note dated for the issue and public offer of up to 500,000 UBS Open End Certificates linked to the UBS Risk Adjusted Dynamic Alpha (RADA) Net Total Return Index (EUR) on DAX®	26 November 2014	
Summary and Securities Note dated for the issue and public offer of up to 500,000 UBS Open End Certificates linked to the UBS Risk Adjusted Dynamic Alpha (RADA) Net Total Return Index (USD) on S&P 500®	26 November 2014	
Base Prospectus for the Issuance of Fixed Income Securities (Cash)	9 October 2015	
Base Prospectus for the issue of Securities	3 December 2010	
Base Prospectus for the issue of Securities	20 June 2012	
Base Prospectus for the issue of Securities	28 November 2011	
Base Prospectus for the issue of Securities	30 June 2014	
Base Prospectus for the issue of Securities	15 December 2015	
Base Prospectus / Structured Note Programme	15 November 2011	
Base Prospectus / Structured Note Programme	22 June 2012	
Base Prospectus / Structured Note Programme	30 November 2010	
Base Prospectus / Structured Note Programme	30 November 2009	
Base Prospectus for the issue of Warrants	20 June 2012	
Summary and Securities Note for the issue of Securities	4 July 2013	
Base Prospectus for the Issuance of Fixed Income Securities (Cash)	10 July 2020	

Swiss Base Prospectus for the Issuance of Securities	6 October 2020	
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