

FIRST SUPPLEMENT DATED 1 AUGUST 2014 TO THE BASE PROSPECTUS DATED 14 MARCH 2014

NOMURA

NOMURA BANK INTERNATIONAL PLC

NOTE, WARRANT AND CERTIFICATE PROGRAMME

This supplement (the **Supplement**) to the Base Prospectus (the **Base Prospectus**) dated 14 March 2014, which comprises a base prospectus, constitutes a supplementary prospectus for the purposes of Regulation 51 of the Prospectus (Directive 2003/71/EC) Regulations 2005, as amended, of Ireland (the **Irish Prospectus Regulations**) and is prepared in connection with the Note, Warrant and Certificate Programme (the **Programme**) of Nomura Bank International plc (the **Issuer**). The Base Prospectus constitutes a "listing particulars" for the purposes of listing on the Global Exchange Market and, for such purposes, does not constitute a "prospectus" for the purposes of the Prospectus Directive. This Supplement constitutes "supplementary listing particulars" for this purpose. Terms defined in the Base Prospectus have the same meaning when used in this Supplement.

This Supplement is supplemental to and should be read in conjunction with the Base Prospectus and any other supplements to the Base Prospectus issued by the Issuer.

This Supplement has been approved by the Central Bank of Ireland (the **Central Bank**), as Irish competent authority under the Prospectus Directive. The Central Bank only approves this Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Non-Exempt Securities which are to be admitted to trading on the Main Securities Market of the Irish Stock Exchange (the **Irish Stock Exchange**) or other regulated markets for the purposes of Directive 2004/39/EC (the **Markets in Financial Instruments Directive**) or which are to be offered to the public in a Member State of the European Economic Area. This supplementary listing particulars has been approved by the Irish Stock Exchange.

Each of the Issuer and Nomura Holdings, Inc. (the **Guarantor**) accepts responsibility for the information contained in this Supplement. To the best of the knowledge of each of the Issuer and the Guarantor (which have taken all reasonable care to ensure that such is the case), the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

1. PURPOSE OF THIS SUPPLEMENT

The Guarantor has recently published financial information in respect of the fiscal year ended 31 March 2014 and the three months ended 30 June 2014. In addition, the Issuer and the Guarantor have resolved to increase the Programme limit. The purpose of this Supplement is to (a) incorporate by reference the Guarantor's Form 20-F for the year ended 31 March 2014, (b) incorporate by reference the Guarantor's financial highlights for the three months ended 30 June 2014, (c) update the (i) "Summary of the Programme", (ii) "Risk Factors", (iii) "Description of the Guarantor" and (iv) "General Information" sections of the Base Prospectus and (d) increase the aggregate nominal amount of N&C Securities issued by the Issuer which are permitted to be outstanding from time to time under the Programme.

2. PUBLICATION OF THE GUARANTOR'S FORM 20-F

The Guarantor has recently published its Form 20-F for the financial year ended 31 March 2014 (the **Guarantor's Form 20-F**).

A copy of the Guarantor's Form 20-F (available at http://www.nomuraholdings.com/investor/library/sec/20f/140626/140626_e.pdf) has been filed with the Central

Bank of Ireland and, by virtue of this Supplement, the Guarantor's Form 20-F is incorporated by reference in, and forms part of, the Base Prospectus.

3. PUBLICATION OF THE GUARANTOR'S FINANCIAL HIGHLIGHTS

The Guarantor has recently published its Financial Highlights for the three months ended 30 June 2014 (the **Guarantor's Financial Highlights**).

A copy of the Guarantor's Financial Highlights (available at http://www.nomuraholdings.com/investor/summary/financial/data/2015_1q_usgaap.pdf) has been filed with the Central Bank of Ireland and, by virtue of this Supplement, the Guarantor's Financial Highlights are incorporated by reference in, and form part of, the Base Prospectus.

4. INCREASE IN THE AGGREGATE NOMINAL AMOUNT OF THE PROGRAMME

Pursuant to the Programme Agreement, the maximum aggregate nominal amount of N&C Securities issued by the Issuer which may be outstanding from time to time under the Programme is increased from USD2,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) to USD4,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) on and from 1 August 2014. From the date of this Supplement, all references in the Base Prospectus to "USD2,500,000,000" shall be deemed to be references to "USD4,500,000,000".

The increase to the maximum aggregate nominal amount of N&C Securities issued by the Issuer which may be outstanding from time to time under the Programme has been authorised by resolution of the Executive Management and Risk Committee of the Issuer and has been authorised by a decision of the Executive Managing Director and Chief Financial Officer of the Guarantor.

5. UPDATE OF THE "SUMMARY OF THE PROGRAMME"

The Summary of the Base Prospectus shall be deemed updated and replaced with the Summary in Annex 1 to this Supplement.

6. UPDATE OF THE "RISK FACTORS" SECTION

The text from and including the fourth paragraph (beginning with the words "In recent years, market trends...") on page 78 and ending on and including the fourth paragraph (beginning with the words "NHI is a limited liability, joint-stock corporation...") on page 89 in the section entitled "Risk Factors" shall be deemed updated and replaced with the wording in Annex 2.

7. UPDATE OF THE "DESCRIPTION OF THE GUARANTOR" SECTION

The section entitled "Description of the Guarantor" on pages 627 to 636 of the Base Prospectus shall be deemed updated and replaced with the "Description of the Guarantor" in Annex 3.

8. UPDATE OF THE "GENERAL INFORMATION" SECTION

Paragraphs 6 and 7 of the General Information section starting on page 718 shall, to the extent that they relate to the Guarantor, be deemed updated by the following:

There has been no significant change in the financial or trading position of the Guarantor or the Nomura Group since 30 June 2014.

There has been no material adverse change in the prospects of the Guarantor since 31 March 2014.

9. GENERAL

All references to pages in this Supplement are to the original unsupplemented Base Prospectus, notwithstanding any amendments described herein.

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

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

Copies of all documents incorporated by reference in the Base Prospectus can be obtained from the Principal Agent as described on page 143 of the Base Prospectus.

If documents which are incorporated by reference themselves incorporate any information or other documents therein, either expressly or implicitly, such information or other documents will not form part of this Supplement for the purposes of the Prospectus Directive (Directive 2003/71/EC).

ANNEX 1

SUMMARY OF THE PROGRAMME

The following section applies to Non-Exempt Securities only.

Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Section A – E (A.1 – E.7). This Summary contains all the Elements required to be included in a summary for this type of Security, the Issuer and the Guarantor. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of Security, the Issuer and the Guarantor, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "not applicable". Information described in the italicised drafting prompts will be completed (where applicable) when preparing the issue specific summary for a Series of Securities.

Section A – Introduction and warnings

Element	Title	
A.1	Warning that the summary should be read as an introduction and provision as to claims	<ul style="list-style-type: none"> • This summary should be read as an introduction to the Base Prospectus and the applicable Final Terms. • Any decision to invest in the Securities should be based on consideration of the Base Prospectus as a whole, including any documents incorporated by reference and the applicable Final Terms. • Where a claim relating to the information contained in the Base Prospectus and the applicable Final Terms is brought before a court, the plaintiff investor might, under the national legislation of the Member State, have to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated. • Civil liability attaches only to those persons who have tabled the summary, including any translation hereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus and the applicable Final Terms or it does not provide, when read together with the other parts of the Base Prospectus and the applicable Final Terms, key information in order to aid investors when considering whether to invest in the Securities.
A.2	Consent as to use of the Base Prospectus, period of validity and other conditions attached	Certain Tranches of Securities with a denomination or issue price of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a Non-Exempt Offer.

Element	Title	
		<p>Issue specific summary:</p> <p>[Not Applicable – the Securities are not being offered to the public as part of a Non-Exempt Offer.]</p> <p>[<i>Consent:</i> Subject to the conditions set out below, the Issuer consents to the use of the Base Prospectus in connection with a Non-Exempt Offer of Securities by the relevant Dealer, [<i>names of specific financial intermediaries listed in final terms,</i>] [and] [each financial intermediary whose name is published on the Issuer's website (see the "Corporate Disclosure" section at www.nomuranow.com) and identified as an Authorised Offeror in respect of the relevant Non-Exempt Offer] (each an Authorised Offeror).</p> <p><i>Offer period:</i> The Issuer's consent referred to above is given for Non-exempt Offers of Securities during [<i>offer period for the issue to be specified here</i>] (the Offer Period).</p> <p><i>Conditions to consent:</i> The conditions to the Issuer's consent are that such consent (a) is only valid during the Offer Period; (b) only extends to the use of the Base Prospectus to make Non-Exempt Offers of these Securities in [<i>specify each Relevant Member State in which the particular Tranche of Securities can be offered</i>] and (c) [<i>specify any other conditions applicable to the Non-Exempt Offer of the particular Tranche, as set out in the Final Terms</i>].</p> <p>AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY SECURITIES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER.]</p>

Section B – Issuer and Guarantor

Element	Title	
B.1	Legal and commercial name of the Issuer	Nomura Bank International plc.
B.2	Domicile/ legal form/ legislation/ country of incorporation	The Issuer is a public limited company registered in England and Wales under number 1981122 and was incorporated under the Companies Act 1985 on 22 January 1986.

B.4b	Trend information affecting the Issuer and the industries in which it operates	Not applicable, there are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer and the industries in which it operates for at least the current financial year.	
B.5	Description of the Group	The Issuer is a wholly owned subsidiary of Nomura Europe Holdings plc (the main European holding company of the Nomura Group (as defined below)) which in turn is a wholly owned subsidiary of Nomura Holdings, Inc. (the Guarantor). The Guarantor is the ultimate holding company of a group of companies and manages financial operations for those subsidiary companies (together the Nomura Group). Nomura Holdings, Inc. was formerly known as The Nomura Securities Co., Ltd.	
B.9	Profit forecast or estimate	Not applicable, no profit forecasts or estimates have been made in the Base Prospectus in relation to the Issuer.	
B.10	Audit report qualifications	Not applicable, no qualifications are contained in any audit report included in the Base Prospectus in relation to the Issuer.	
B.12	Selected historical key financial information		
	<i>Income Statement</i>		
	The key financial information below is extracted from the Issuer's audited comprehensive income statement for each of the two years ended 31 March 2012 and 31 March 2013, respectively:		
		31 March 2013	31 March 2012
		(Thousands of USD)	
	Net interest income	58,167	179,874
	Net fee and commission income	119,872	103,314
	Dealing loss	(463,541)	(116,735)
	Administrative expenses	(15,298)	(12,759)
	(Loss)/profit on ordinary activities before taxation	(300,800)	153,694
	Tax charge on profit on ordinary activities	(5,173)	(39,930)
	Total comprehensive income	(305,969)	113,745
	The key financial information below is extracted from the Issuer's unaudited comprehensive income statement for the six month period ended 30 September 2013:		
		30 September 2013	30 September 2012
	(Thousands of USD)		

	Net interest income	11,895	38,016
	Net fee and commission income	62,108	56,609
	Dealing loss	(37,952)	(155,924)
	Administrative expenses	(11,261)	(7,797)
	Profit/(loss) on ordinary activities before taxation	4,070	(69,096)
	Tax change on profit/(loss) on ordinary activities	(456)	(4,565)
	Total comprehensive income/(loss)	3,671	(73,657)
	<i>Statement of Financial Position</i>		
	The key financial information below is extracted from the Issuer's audited statement of financial position as at 31 March 2012 and 31 March 2013:		
		31 March 2013	31 March 2012
		(Thousands of USD)	
	Total assets	11,222,805	16,528,689
	Total equity	584,975	890,944
	Total liabilities	10,637,830	15,637,745
	The key financial information below is extracted from the Issuer's unaudited statement of financial position as at 30 September 2013:		
		30 September 2013	
		(Thousands of USD)	
	Total assets	11,774,751	
	Total equity	588,646	
	Total liabilities	11,186,105	
	<i>Statements of no significant or material adverse change</i>		
	For the six month period ended 30 September 2013 the Issuer reported a gain on ordinary activities before tax of \$4,069,514 (year ended 31 March 2013: loss of \$300,799,951). This is largely attributable to the impact of credit spreads on the Issuer's note issuance business. As the Issuer's own credit is included in the fair value of the notes issued, the tightening of Nomura's credit spreads during the six month period ended 30 September 2013 has impacted the valuation of the Issuer's financial liabilities. The Issuer's return to profitability is largely attributable to a gain of \$21,505,401, relating to own credit on the Issuer's note issuance business, compared to the \$313,329,593 own credit loss recorded in the year ended 31 March 2013. The own credit gains were partially offset by a \$20,720,000 impairment loss, following		

	<p>the decision to dispose one of the Issuer's subsidiaries. During the six month period ended 30 September 2013 the Issuer continued to maintain a strong balance sheet. The Issuer continues to lend to Nomura International plc under a combination of secured lending (or transactions having the economic effect of "secured lending") through the use of reverse repurchase and similar transactions, unsecured lending covered by a guarantee from Nomura Holdings Inc. and unsecured lending. Funds advanced through such lending to Nomura International plc by the Issuer amounted to approximately \$9.6 billion at 30 September 2013. The Issuer and Nomura International plc are also part of a Core UK Group. The Issuer also guarantees the obligations of Nomura International plc and certain other affiliates under certain of its derivative contracts with third parties.</p> <p>Save as described immediately above, there has been no significant change in the financial position of the Issuer or the Issuer Group (being the Issuer and its subsidiary) since 30 September 2013 and there has been no material adverse change in the prospects of the Issuer since 31 March 2013.</p>	
B.13	Events impacting the Issuer's solvency	Not applicable, there are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.
B.14	Dependence upon other group entities	The Issuer is dependent upon the Guarantor and other members of the Nomura Group. See also Element B.5 above.
B.15	Principal activities	The Issuer's primary role is to support the Global Wholesale Business of the Nomura Group. Its principal activities include (i) the issuance of guaranteed credit and equity-linked notes and certificates, (ii) the provision of sub-participation and structured loads (including bridge and warehouse financing), (iii) the purchase of structured credit assets and structured loans, (iv) traditional banking products (such as loans and credit facilities in major currencies), (v) repurchase and reverse repurchase transactions, letters of credit and guarantees and (vi) the taking of deposits (including foreign exchange and other reference-linked deposits). The Issuer has branches in Milan (Italy) and Labuan (Malaysia) as well as a subsidiary in China.
B.16	Controlling shareholders	The Issuer is an indirectly owned wholly owned subsidiary of the Guarantor. Nomura Europe Holdings plc (the main European holding company of the Nomura Group) holds 100 per cent. of the share capital of the Issuer. Nomura Europe Holdings plc is a direct wholly owned subsidiary of the Guarantor.
B.17	Credit ratings	<p>The long-term debt of the Issuer has been rated A- by Standard & Poor's Ratings Japan, K.K. (S&P Japan) and AA- by Japan Credit Rating Agency, Ltd. (JCR)</p> <p>The Programme has not been rated but Securities issued under the Programme may be rated or unrated.</p> <p>Issue specific summary:</p> <p>[The Securities [have been/are expected to be] rated [<i>specify rating(s) of Tranche being issued</i>] by [<i>specify rating agent(s)</i>].</p>

		<p><i>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.]</i></p> <p>[Not applicable - No ratings have been assigned to the debt securities at the request of or with the co-operation of the Issuer in the rating process.]</p>
B.18	Description of the Guarantee	<p>Securities issued under the Programme may be unguaranteed or may be issued with the benefit of a guarantee from the Guarantor.</p> <p><i>Issue specific summary:</i></p> <p>[Not applicable, the Securities are not guaranteed.] <i>[If the Securities are N&C Securities insert: The payment of [principal][,] [interest] and all other amounts [payable] [or] [deliverable] by the Issuer in respect of the Securities] [If the Securities are W&C Securities insert: the Issuer's [payment] [and/or] [delivery] obligations in respect of the Securities] are unconditionally and irrevocably guaranteed pursuant to a deed of guarantee executed by the Guarantor on 25 June 2013 (the Guarantee). The obligations of the Guarantor under the Guarantee constitute direct, unconditional, unsubordinated and [If the Securities are N&C Securities insert: (subject to the provisions of a negative pledge)] unsecured obligations of the Guarantor and will ([If the Securities are N&C Securities insert: subject as aforesaid and] save for obligations in respect of national and local taxes and certain other statutory exceptions) at all times rank at least equally with all other present and future unsecured and unsubordinated obligations of the Guarantor.</i></p> <p>The Guarantee will be governed by, and construed in accordance with, English law.]</p>
B.19	<p><i>[If the Securities are guaranteed, insert:</i></p> <p>Information about the Guarantor</p>	
B.19/ B.1	Legal and commercial name of the Guarantor	Nomura Holdings, Inc.
B.19/ B.2	Domicile/ legal form/ legislation/ country of incorporation	The Guarantor was established in Japan and is a joint stock corporation incorporated under the laws of Japan.
B19/ B.4b	Trend information affecting the Guarantor and the industries in which it operates	Not applicable, there are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Guarantor's prospects and the industries in which it operates, for its current financial year.

B19/B.5	Description of the Group	The Guarantor holds 100 per cent. of the share capital of the Issuer and is the ultimate holding company for the Nomura Group.																																											
B19/B.9	Profit forecast or estimate	Not applicable, no profit forecasts or estimates have been made in the Base Prospectus in relation to the Guarantor.																																											
B19/B.10	Audit report qualifications	Not applicable, no qualifications are contained in any audit report included in the Base Prospectus in relation to the Guarantor.																																											
B19/B.12	<p>Selected historical key financial information:¹</p> <p><i>Income Statement</i></p> <p>The key financial information below is extracted from the Guarantor's audited comprehensive income statement for each of the two years ended 31 March 2013 and 31 March 2014, respectively:</p> <table><tr><td></td><td>31 March 2013</td><td>31 March 2014</td></tr><tr><td></td><td colspan="2">(Millions of Yen)</td></tr><tr><td>Total revenue</td><td>2,079,943</td><td>1,831,844</td></tr><tr><td>Interest expense</td><td>266,312</td><td>274,774</td></tr><tr><td>Net revenue</td><td>1,813,631</td><td>1,557,070</td></tr><tr><td>Non-interest expenses</td><td>1,575,901</td><td>1,195,456</td></tr><tr><td>Income before income taxes</td><td>237,730</td><td>361,614</td></tr><tr><td>Income tax expense</td><td>132,039</td><td>145,165</td></tr><tr><td>Net income</td><td>105,691</td><td>216,449</td></tr><tr><td>Net income attributable to NHI shareholders</td><td>107,234</td><td>213,591</td></tr><tr><td>Return on equity⁽¹⁾</td><td>4.9%</td><td>8.9%</td></tr></table> <p>(1) Calculated as net income attributable to NHI shareholders divided by total NHI shareholders' equity.</p> <p>The key financial information below is extracted from the Guarantor's unaudited consolidated statements of income for the three month period ended 30 June 2014:</p> <table><tr><td></td><td>30 June 2013</td><td>30 June 2014</td></tr><tr><td></td><td colspan="2">(Millions of Yen)</td></tr><tr><td>Total revenue</td><td>505,270</td><td>462,154</td></tr></table>				31 March 2013	31 March 2014		(Millions of Yen)		Total revenue	2,079,943	1,831,844	Interest expense	266,312	274,774	Net revenue	1,813,631	1,557,070	Non-interest expenses	1,575,901	1,195,456	Income before income taxes	237,730	361,614	Income tax expense	132,039	145,165	Net income	105,691	216,449	Net income attributable to NHI shareholders	107,234	213,591	Return on equity ⁽¹⁾	4.9%	8.9%		30 June 2013	30 June 2014		(Millions of Yen)		Total revenue	505,270	462,154
	31 March 2013	31 March 2014																																											
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¹ By virtue of the Supplement dated 1 August 2014, the Guarantor's Income Statement and Statement of Financial Position have been updated to include audited information for the year end 31 March 2014 and unaudited financial information for the three months ended 30 June 2014. In addition, the statements of no significant change have been updated to reflect the position as of 30 June 2014.

	Interest expense	73,949	91,316
	Net revenue	431,321	370,838
	Non-interest expenses	318,102	319,164
	Income before income taxes	113,219	51,674
	Income tax expense	46,956	30,397
	Net income	66,263	21,277
	Net income attributable to NHI shareholders	65,894	19,860
	Return on equity ⁽¹⁾	11.3%	3.2%
(1) Calculated as net income attributable to NHI shareholders divided by total NHI shareholders' equity.(annualized)			
<i>Statement of Financial Position</i>			
The key financial information below is extracted from the Guarantor's audited statement of financial position as at 31 March 2013 and 31 March 2014:			
		31 March 2013	31 March 2014
		(Millions of Yen)	
	Total assets	37,942,439	43,520,314
	Total equity	2,318,983	2,553,213
	Total liabilities	35,623,456	40,967,101
The key financial information below is extracted from the Guarantor's unaudited consolidated balance sheets as at 30 June 2014:			
		30 June 2014	
		(Millions of Yen)	
	Total assets	43,930,988	
	Total equity	2,513,674	
	Total liabilities	41,417,314	
<i>Statements of no significant or material adverse change</i>			
There has been no significant change in the financial or trading position of the Guarantor or the Nomura Group since 30 June 2014 and there has been no material adverse change in the prospects of the Guarantor since 31 March 2014.			
B19/	Events impacting	Not applicable, there are no recent events particular to the Guarantor	

B.13	the Guarantor's solvency	which are to a material extent relevant to the evaluation of its solvency.	
B19/ B.14	Dependence upon other Group entities ²	See Element B.5 above. The Guarantor is the ultimate holding company for the Nomura Group. The Guarantor depends heavily on dividends, distributions and other payments from subsidiaries to make payments on its obligations.	
B19/ B.15	The Guarantor's Principal activities ³	<p>The Guarantor is one of the leading financial services groups in Japan and has global operations. The Nomura Group operates offices in countries and regions worldwide including Japan, the United States, the United Kingdom, Singapore and Hong Kong Special Administrative Region (Hong Kong SAR) through its subsidiaries.</p> <p>The Guarantor's clients include individuals, corporations, financial institutions, governments and governmental agencies.</p> <p>The Guarantor's business consists of Retail, Asset Management and Wholesale.</p> <p>In its Retail segment, the Nomura Group provides investment consultation services mainly to individual clients in Japan. In its Asset Management segment, the Nomura Group develops and manages investment trusts, and provides investment advisory services. In its Wholesale segment, the Nomura Group is engaged in the sales and trading of debt and equity securities, derivatives, and currencies on a global basis to various institutions, provides investment banking services such as the underwriting of debt and equity securities as well as mergers and acquisitions and financial advice and invests in private equity businesses and seeks to maximise returns on these investments by increasing the corporate value of investee companies.</p>	
B19/ B.16	Controlling shareholders ⁴	<p>The Guarantor understands that there is no major shareholder who owns more than 5% of NHI's outstanding common stock on the register of shareholders as of 31 March 2014.</p> <p>To its knowledge, the Guarantor is not directly or indirectly owned or controlled by another corporation, by any government or by any other natural or legal person severally or jointly. The Guarantor knows of no arrangements the operation of which may at a later time result in a change of control of the Nomura Group.</p>	
B19/ B.17	Credit ratings	Long-term credit ratings of the Guarantor:	
		Standard & Poor's Ratings Japan, K.K.	BBB+
		Moody's Japan K.K.	Baa3

² By virtue of the Supplement dated 1 August 2014, the Guarantor's Dependence on other Group entities has been updated.

³ By virtue of the Supplement dated 1 August 2014, the Guarantor's Principal activities has been updated to reflect the position as of 31 March 2014.

⁴ By virtue of the Supplement dated 1 August 2014, the Guarantor's Controlling shareholders has been updated to reflect the position as of 31 March 2014.

		Fitch Ratings Japan Limited	A-
		Rating and Investment Information, Inc.	A+
		Japan Credit Rating Agency, Ltd.	AA-]

Section C - Securities

Element	Title	
C.1	Type and class of Securities/ISIN	<p>The Securities described in this section are debt securities, warrants or exercisable certificates with a denomination or issue price of less than €100,000 (or its equivalent in any other currency). The Programme allows for the issuance of Notes, Warrants and Certificates. The Securities to be issued under the Programme may be Fixed Rate N&C Securities, Floating Rate N&C Securities, Zero Coupon N&C Securities, Securities for which the coupon, redemption and/or cash settlement amount payments (as applicable) are linked to currency exchange rates (Fixed FX Interest N&C Securities, FX Redemption N&C Securities, FX Basket Knock-Out W&C Securities or FX Basket Knock-In W&C Securities), a share or a basket of shares (Equity Basket Conditional Interest N&C Securities, Equity Basket Knock-In N&C Securities, Equity Basket Barrier Knock-In N&C Securities, Equity Basket Bonus Barrier N&C Securities, Equity Basket Autocall N&C Securities, Equity Delta One Redemption N&C Securities or Equity Delta One W&C Securities), an index or basket of indices (Index Basket Conditional Interest N&C Securities, Index Basket Knock-In N&C Securities, Index Basket Barrier Knock-In N&C Securities, Index Basket Bonus Barrier N&C Securities or Index Basket Autocall N&C Securities), one or more fixed or floating interest rates (Multi-Rate Interest N&C Securities or Range Accrual Interest N&C Securities), an inflation index (Leveraged Inflation Interest N&C Securities) or the creditworthiness of a basket of reference entities (Zero Recovery Basket Credit Linked N&C Securities), or a combination of the foregoing.</p> <p>Issue specific summary:</p> <p>The Securities are [<i>insert title of Securities</i>]. The Series Number of the Securities is [●]. The Tranche number is [●].</p> <p>International Securities Identification Number (ISIN): [●].</p>
C.2	Currency	<p>Subject to compliance with all applicable laws, regulations and directives, Securities may be issued in any currency agreed between the Issuer and the relevant Dealer at the time of issue.</p> <p>Issue specific summary:</p> <p>[<i>If the Securities are W&C Securities, insert:</i> The Securities are payable in [●] (the Specified Currency).]</p>

Element	Title	
		<i>[If the Securities are N&C Securities, insert: The Securities are [denominated] in [●] (the Specified Currency) and payable in [●] (the Settlement Currency).]</i>
C.5	Restrictions on transferability	The Securities will be freely transferable, subject to the offering and selling restrictions in Australia, Argentina, Belgium, Brazil, Chile, Columbia, Denmark, the Dubai International Financial Centre, El Salvador, France, Guatemala, Hungary, Hong Kong Special Administrative Region, Ireland, Italy, Japan, Kuwait, Mexico, Panama, the People's Republic of China, Peru, Poland, Portugal, Qatar, Singapore, Taiwan, the United Arab Emirates, the United Kingdom, the United States, Venezuela and under the Prospectus Directive and the laws of any jurisdiction in which the relevant Securities are offered or sold.
C.8	Rights attaching to the Securities, including ranking and limitations on those rights	<p>Securities issued under the Programme will have terms and conditions relating to, among other matters:</p> <p><i>Status (Ranking)</i></p> <p>Securities are direct, unconditional, unsubordinated and <i>[If the Securities are N&C Securities, insert: (subject to the provisions of a negative pledge)]</i> unsecured obligations of the Issuer and rank <i>pari passu</i> and without prejudice among themselves and (<i>[If the Securities are N&C Securities, insert: subject as aforesaid and]</i> save for such exceptions as may be provided by applicable legislation) at least equally with all other unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.</p> <p><i>Taxation</i></p> <p><i>[If the Securities are N&C Securities, insert: All payments of principal and interest in respect of the Securities will be made free and clear of, and without withholding taxes (or other similar withholdings or deductions) in the United Kingdom (in the case of the Issuer) [or Japan (in the case of the Guarantor)], unless such withholding or deduction is required by law. In the event any such deduction is made, the Issuer [or the Guarantor, as applicable] [Insert if the Securities are</i></p> <p><i>Reference Item Linked N&C Securities: will not be required to pay additional amounts to cover the amounts so deducted.] [Insert if the Securities are N&C Securities that are not Reference Item Linked N&C Securities: will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted.]</i></p> <p><i>[If the Securities are W&C Securities, insert: [The Issuer shall not be] [Neither the Issuer nor the Guarantor shall be] liable for or otherwise obliged to pay any tax, duty, withholding or other payment (including any stamp or transfer tax) which may arise as a result of the ownership, transfer, exercise or enforcement of any Security by any person and all payments made by the Issuer [or the Guarantor] shall</i></p>

Element	Title	
		<p>be made subject to any such tax, duty, withholding, deduction or other payment which may be required to be made, paid, withheld or deducted.]</p> <p>[All payments in respect of the Securities will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, (ii) any withholding or deduction required pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986 (the Code), and (iii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of N&C Securities Condition 9 (Taxation)) any law implementing an intergovernmental approach thereto.]</p> <p><i>[If the Securities are N&C Securities, insert:</i></p> <p><i>[Issuer's] [N]/[n]egative pledge</i></p> <p>So long as any of the Securities remain outstanding, the Issuer will not create or have outstanding any mortgage, charge, pledge or other security interest upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any of its own Indebtedness or to secure its guarantee of or any indemnity in respect of any Indebtedness of any third party for the benefit of the existing or future holders thereof, without at the same time either securing the Securities at least equally and rateably with such Indebtedness or, as the case may be, such guarantee or indemnity or according to the Securities such other security or guarantee as shall have been approved by an Extraordinary Resolution of the Securityholders for the time being, where Indebtedness means any indebtedness represented by securities which have a maturity of greater than one year and are for the time being, or are intended to be, quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market in the jurisdiction of incorporation of the Issuer.]</p> <p><i>[If the Securities are Guaranteed N&C Securities insert:</i></p> <p><i>Guarantor's negative pledge</i></p> <p>So long as the Securities remain outstanding, the Guarantor will not create or permit to be outstanding any mortgage, charge, pledge or other security interest upon the whole or any part of its property, assets or revenues, present or future, to secure for the benefit of the holders of any securities (i) payment of any sum due in respect of any securities or (ii) any payment under any guarantee of securities or (iii) any payment under any indemnity or other like obligation relating to securities, in any such case in which:</p> <p>(a) either such securities are by their terms payable, or confer a right to receive payment, in any currency other than the</p>

Element	Title	
		<p>currency of the jurisdiction of incorporation of the Guarantor which is Japanese Yen, or such securities are denominated in Japanese Yen and more than 50 per cent. of the aggregate principal amount thereof is initially distributed outside the jurisdiction of incorporation of the Guarantor which is Japan, by or with the authorisation of the Guarantor or (if not the Guarantor) the Issuer; and</p> <p>(b) such securities are for the time being, or are intended to be, quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market outside Japan,</p> <p>without in any such case at the same time according to the Guarantee either the same security as is granted to or is outstanding in respect of such securities, guarantee, indemnity or other like obligation or such other security or guarantee as shall be approved by an Extraordinary Resolution of the Securityholders. For the purposes of the above, “securities” means bonds, debentures, notes or other similar investment securities of the Issuer or the Guarantor, or any other person with a stated maturity of more than one year from the creation thereof.]</p> <p><i>[If the Securities are W&C Securities, insert:</i></p> <p><i>Negative pledge</i></p> <p>The terms of the Securities will not contain a negative pledge provision in respect of either the Issuer [or the Guarantor].]</p> <p><i>Events of default</i></p> <p><i>[If the Securities are N&C Securities, insert:</i></p> <p>The terms of the Securities will contain, amongst others, the following events of default:</p> <p>(a) default for a period of 30 days or more in payment of any sum due in respect of the Securities;</p> <p>(b) failure by the Issuer [or the Guarantor] to perform or observe any of [its][their respective] other covenants or agreements under the Securities[, the Guarantee] or (where such other covenants or agreements are for the benefit of the Securityholders) the Agency Agreement continuing for a period of 90 days after the date on which written notice is given to the Issuer [and the Guarantor] by any Securityholder requiring remedy of such default;</p>

Element	Title	
		<p>(c) any indebtedness for borrowed money other than the Securities having an aggregate outstanding principal amount equal to or greater than U.S.\$10,000,000 (or its equivalent) of the Issuer [or the Guarantor] becomes prematurely repayable following a default, or the Issuer [or the Guarantor] defaults in the repayment of any such indebtedness at the maturity thereof or at the expiration of any applicable grace period therefor (or in the case of such indebtedness due on demand, defaults in the payment of such indebtedness at the expiration of three business days after demand therefor or, if longer, any applicable grace period therefor) or any guarantee of or indemnity in respect of any indebtedness for borrowed money of others having a principal amount or aggregate principal amount for the time being outstanding of at least U.S.\$10,000,000 (or its equivalent) given by the Issuer [or the Guarantor] shall not be honoured when due and called upon at the expiration of any applicable grace period;</p> <p>(d) subject to certain exceptions, and, in certain instances, the passing of a specified time period, events resulting from a decree or order by a court relating to the reorganisation, winding up, insolvency, bankruptcy or similar procedure of the Issuer [or the Guarantor];</p> <p>(e) events resulting from the instigation by the Issuer [or the Guarantor] of, or the consent of the Issuer [or the Guarantor] to, proceedings relating to the reorganisation, bankruptcy or similar procedure of the Issuer [or the Guarantor] or the moratorium of payments in respect of the Issuer; [or]</p> <p>(f) subject to certain exceptions, the Issuer [or the Guarantor] ceasing to carry on the whole or substantially the whole of its business or disposing of the whole or substantially the whole of its assets[.] [; or</p> <p>(g) for any reason whatsoever the Guarantee not being (or being claimed by the Guarantor not to be) in full force and effect.]]</p> <p><i>[If the Securities are W&C Securities, insert:</i></p> <p>The terms of the Securities will contain; amongst others, the following events of default:</p> <p>(a) events resulting from a decree or order by a court relating to the reorganisation, winding-up, insolvency, bankruptcy or similar procedure of the Issuer [or the Guarantor] (subject to certain exceptions); or</p>

Element	Title	
		<p>(b) events resulting from the instigation by the Issuer [or the Guarantor] of, or the consent of the Issuer [or the Guarantor] to, proceedings relating to the reorganisation, bankruptcy or similar procedure of the Issuer [or the Guarantor] or the moratorium of payments in respect of the Issuer.]</p> <p>Meetings</p> <p>The relevant Conditions contain provisions for calling meetings of Securityholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Securityholders including Securityholders who did not attend and vote at the relevant meeting and Securityholders who voted in a manner contrary to the majority.</p>
C.9	Interest/Redemption of N&C Securities	<p>[Not Applicable]</p> <p><i>(This Element should be specified as "Not Applicable" if the Securities constitute derivative securities for the purposes of Commission Regulation 809/2004)</i></p> <p>[Interest]</p> <p>Securities may or may not bear interest. Interest-bearing Securities will either bear interest payable at a fixed rate, a floating rate, a structured floating rate, an FX linked rate, an equity linked rate, an index linked rate or an inflation index linked rate.</p> <p>Issue specific summary:</p> <p>[The Securities bear interest [from their date of issue/from [●]] at the fixed rate of [●] per cent. per annum. As of the Issue Date, the yield of the Securities is [●] per cent. Interest will be paid [annually] in arrear on [●] in each year. The first interest payment will be made on [●].]</p> <p>[The Securities bear interest [from their date of issue/from [●]] at floating rates calculated by reference to <i>[specify reference rate for Securities being issued]</i> [plus/minus] a margin of [●] per cent. Interest will be paid [quarterly/semi-annually/annually] in arrear on [●] in each year[, subject to adjustment for non-business days]. The first interest payment will be made on [●].]</p> <p>[The Securities bear interest [from their date of issue/from [●]] at [a structured floating rate/a FX linked rate/an equity linked rate/an index linked rate/an inflation index linked rate] as set out in item C.10. Interest will be paid [quarterly/semi-annually/annually] in arrear on [●] in each year. The first interest payment will be made on [●].]</p> <p>[The Securities do not bear any interest [and will be offered and sold at a discount to their nominal amount].]</p>

Element	Title	
		<p><i>Redemption</i></p> <p>The terms under which Securities may be redeemed (including the maturity date and the price at which they will be redeemed on the maturity date as well as any provisions relating to early redemption) will be agreed between the Issuer and the relevant Dealer at the time of issue of the relevant Securities.</p> <p><i>Issue specific summary:</i></p> <p>Unless previously redeemed or cancelled, each Security will be redeemed on [<i>Insert relevant Maturity Date</i>] at [par/[●] per cent. of its nominal amount].</p> <p>The Securities may be redeemed early for [tax reasons] [or] [<i>specify any other early redemption option applicable to the Securities being issued</i>] at [<i>specify the early redemption price and any maximum or minimum redemption amounts, applicable to the Securities being issued</i>].</p> <p><i>Representative of Securityholders</i></p> <p>Not Applicable – No representative of the Securityholders has been appointed by the Issuer.</p> <p>Please also refer to item C.8 above for rights attaching to the Securities.]</p>
C.10	Derivative component in the interest payment	<p>[Not Applicable]</p> <p><i>(This Element should be specified as "Not Applicable" if (i) there is no derivative component to the interest payment for the Securities and/or (ii) the Securities constitute "derivative securities" for the purposes of Commission Regulation 809/2004)</i></p> <p>[Payments of interest in respect of the Securities will be determined by reference to the performance of the [<i>insert relevant Reference Item(s)</i>]. The Calculation Agent for the Securities is [●].</p>

Element	Title	
		<p>[In the case of Fixed FX Interest N&C Securities: The interest payable in respect of the Securities will be an amount in the Settlement Currency.</p> <p>The Rate of Interest for each Coupon Period shall be a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to <i>[in the case of a Fixed FX Interest N&C Security specified as a Currency 2 Fixed Rate N&C Security: the Base Rate of Interest multiplied by the relevant Settlement Rate, calculated by the Calculation Agent as of the relevant Valuation Date]</i> <i>[in the case of a Fixed FX Interest N&C Security specified as a Currency 1 Fixed Rate N&C Security: the Base Rate of Interest divided by the relevant Settlement Rate, calculated by the Calculation Agent as of the relevant Valuation Date]</i>.</p> <p>Where:</p> <p>Currency Pair means [specify Currency Pairs in form of [insert first currency]/[insert second currency]] (repeat for each Currency Pair).</p> <p>Base Rate of Interest means [●] per cent.</p> <p>FX Price Source means [specify per Settlement Rate Option].</p> <p>Reference Exchange Rate means the spot exchange rate for the Specified Currency quoted against the Settlement Currency expressed as the number of units of the Specified Currency quoted per one unit of the Settlement Currency.</p> <p>Relevant Currency means each of the Specified Currency and the Settlement Currency.</p> <p>Settlement Rate means the Reference Exchange Rate on the relevant Valuation Date at the Valuation Time as determined by the Calculation Agent by reference to the Settlement Rate Option (and such determination may be made, without limitation, with such adjustments as are, at the discretion of the Calculation Agent, necessary to the published quoting conventions and/or implying the Reference Exchange Rate from more than one Settlement Rate Option) unless a Disruption Event exists or occurs, in which case, the Settlement Rate will be determined by the Calculation Agent.</p> <p>Settlement Rate Option means the rate published for the Specified Currency/Settlement Currency fixing rate on the FX Price Source at or about the Valuation Time on the relevant Valuation Date or, if the Reference Exchange Rate is to be implied from more than one Settlement Rate Option, the rate, for each Currency Pair, published for the Currency Pair fixing rate on the FX Price Source at or about the Valuation Time on the Valuation Date.</p> <p>Valuation Date means [●].</p> <p>Valuation Time means [●].]</p>

Element	Title	
		<p>[In the case of Equity Basket Conditional Interest N&C Securities: The Rate of Interest in respect of a Coupon Payment Date shall be a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to:</p> <ul style="list-style-type: none"> (a) if no Conditional Coupon Barrier Event has occurred on the Observation Date immediately preceding such Coupon Payment Date, the Base Rate of Interest; or (b) if a Conditional Coupon Barrier Event has occurred on the Observation Date immediately preceding such Coupon Payment Date, the Floor Rate of Interest. <p>All Equity Basket Conditional Interest N&C Securities are Conditional Interest N&C Securities.</p> <p>Where:</p> <p>Base Rate of Interest means [●] per cent. per annum.</p> <p>Conditional Coupon Barrier Event means the Coupon Reference Performance in respect of any Share on an Observation Date is equal to or less than the Conditional Coupon Barrier Level in respect of such Observation Date.</p> <p>Conditional Coupon Barrier Level means [specify % for each Observation Date].</p> <p>Coupon Reference Performance means, in respect of an Observation Date and a Share, a percentage determined by the Calculation Agent equal to the Reference Performance of such Share in respect of such Observation Date.</p> <p>Floor Rate of Interest means [●] per cent.</p> <p>i means a Share.</p> <p>Initial Valuation Date means [●].</p> <p>o means an Observation Date.</p> <p>Observation Date means [●].</p> <p>Observation Price means, in respect of an Observation Date and a Share, an amount equal to the price per share in respect of such Share quoted on the applicable exchange at the Valuation Time on such Observation Date.</p> <p>Reference Performance means, in respect of an Observation Date and a Share, a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent in</p>

Element	Title	
		<p>accordance with the following formula:</p> $\frac{\text{Observation Price}_{i,o}}{\text{Strike Price}_i}$ <p>Share means [●].</p> <p>Strike Price means, in relation to a Share, the price per share in respect of such Share quoted on the applicable exchange at the Valuation Time on the Initial Valuation Date.</p> <p>Valuation Time means [●].]</p> <p>[In the case of Index Basket Conditional Interest N&C Securities: The Rate of Interest in respect of a Coupon Payment Date shall be a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to:</p> <ul style="list-style-type: none"> (a) if no Conditional Coupon Barrier Event has occurred on the Observation Date immediately preceding such Coupon Payment Date, the Base Rate of Interest; or (b) if a Conditional Coupon Barrier Event has occurred on the Observation Date immediately preceding such Coupon Payment Date, the Floor Rate of Interest. <p>All Index Basket Conditional Interest N&C Securities are Conditional Interest N&C Securities.</p> <p>Where:</p> <p>Base Rate of Interest means [●] per cent.</p> <p>Conditional Coupon Barrier Event means the Coupon Reference Performance in respect of any Index on an Observation Date is equal to or less than the Conditional Coupon Barrier Level in respect of such Observation Date.</p> <p>Conditional Coupon Barrier Level means [<i>specify % for each Observation Date</i>].</p> <p>Coupon Reference Performance means, in respect of an Observation Date and an Index, a percentage determined by the Calculation Agent equal to the Reference Performance of such Index in respect of such Observation Date.</p> <p>Floor Rate of Interest means [●] per cent.</p> <p>i means an Index.</p> <p>Index means [●].</p>

Element	Title	
		<p>Initial Valuation Date means [●].</p> <p>o means an Observation Date.</p> <p>Observation Date means [●].</p> <p>Observation Level means, in respect of an Observation Date and an Index, an amount equal to the closing level of such Index, as calculated and announced by the relevant index sponsor, at the Valuation Time on such Observation Date.</p> <p>Reference Performance means, in respect of an Observation Date and an Index, a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent in accordance with the following formula:</p> $\frac{\text{Observation Level}_{i,o}}{\text{Strike Level}_i}$ <p>Strike Level means, in relation to an Index, the closing level of such Index, as calculated and announced by the relevant index sponsor, at the Valuation Time on the Initial Valuation Date.</p> <p>Valuation Time means [●].]</p> <p>[In the case of Multi-Rate Interest N&C Securities: The Rate of Interest for each Coupon Period shall be a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to:</p> <ul style="list-style-type: none"> (a) the Cap; or, if lesser (b) (i) the Floor or, if greater, (ii) the Rates Performance in respect of such Coupon Period. <p>Where:</p> <p>Cap means [●] per cent.</p> <p>Designated Maturity means, in respect of the First Rate [●] and in respect of the Second Rate [●].</p> <p>First Rate means, in respect of a Coupon Period, the rate that would be determined for that Coupon Period were the floating rate N&C Security provisions of the Conditions to apply to determine the First Rate, with the floating rate being calculated by reference to <i>[specify first reference rate for Securities being issued]</i> and were ISDA Determination to be applicable for such purposes.</p> <p>First Rate Amount means <i>[specify for each Coupon Period]</i>.</p>

Element	Title	
		<p>Floating Rate Option means, in respect of the First Rate [●] and in respect of the Second Rate [●].</p> <p>Floor means [●] per cent.</p> <p>Rates Performance means, in respect of a Coupon Period, a rate expressed as a percentage calculated by the Calculation Agent equal to the sum of:</p> <ul style="list-style-type: none"> (a) the product of (i) the First Rate Amount and (ii) the First Rate, in each case in respect of such Coupon Period; (b) the product of (i) the Second Rate Amount and (ii) the Second Rate, in each case in respect of such Coupon Period; and (c) the Third Rate in respect of such Coupon Period. <p>Reset Date means, in respect of the First Rate: <i>[specify the first day of the Coupon Period]/[specify the last day of the Coupon Period]</i> and in respect of the Second Rate: <i>[specify the first day of the Coupon Period]/[specify the last day of the Coupon Period]</i>.</p> <p>Second Rate means, in respect of a Coupon Period, the rate that would be determined for that Coupon Period were the floating rate N&C Security provisions of the Conditions to apply to determine the Second Rate, with the floating rate being calculated by reference to <i>[specify second reference rate for Securities being issued]</i> and were ISDA Determination to be applicable for such purposes.</p> <p>Second Rate Amount means <i>[specify for each Coupon Period]</i>.</p> <p>Third Rate means <i>[specify for each Coupon Period]</i>.</p> <p>[In the case of Range Accrual Interest N&C Securities: The Rate of Interest for each Coupon Period shall be a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to the product of (a) and (b) below:</p> <ul style="list-style-type: none"> (a) the lesser of (i) and (ii): <ul style="list-style-type: none"> (i) the Cap; or (ii) the greater of (x) the Floor and (y) the Rates Performance in respect of such Coupon Period; and (b) the Range Day Accrual Rate in respect of such Coupon Period. <p>Where:</p>

Element	Title	
		<p>Cap means [●] per cent.</p> <p>Designated Maturity means, in respect of the First Rate: [●], in respect of the Second Rate: [●] and in respect of the Range Day Rate: [●].</p> <p>First Rate means, in respect of a Coupon Period, the rate that would be determined for that Coupon Period were the floating rate N&C Security provisions of the Conditions to apply to determine the First Rate, with the floating rate being calculated by reference to <i>[specify first reference rate for Securities being issued]</i> and were ISDA Determination to be applicable for such purposes.</p> <p>First Rate Amount means <i>[specify for each Coupon Period]</i>.</p> <p>Floating Rate Option means, in respect of the First Rate: [●], in respect of the Second Rate: [●] and in respect of the Range Day Rate: [●].</p> <p>Floor means [●] per cent.</p> <p>Range Day Rate means:</p> <ul style="list-style-type: none"> (a) in respect of a day that is a Rate Determination Date, the rate that would be determined for that day were the floating rate N&C Security provisions of the Conditions to apply to determine the Range Day Rate, with the floating rate being calculated by reference to <i>[specify range day reference rate for Securities being issued]</i> and were ISDA Determination to be applicable for such purposes; and (b) in respect of a day that is not a Rate Determination Date, the Range Day Rate in respect of the Rate Determination Date immediately preceding such day. <p>Lower Barrier means [●] per cent.</p> <p>Rate Determination Centre means [●]/[TARGET 2].</p> <p>Rate Determination Date means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in [●]/[a day on which the TARGET2 System is open].</p> <p>Range Day Accrual Rate means, in respect of a Coupon Period, a rate expressed as a percentage calculated by the Calculation Agent equal to the quotient of (a) the Range Day Numerator (as numerator) and (b) the Range Day Denominator (as denominator), in each case in respect of such Coupon Period.</p> <p>Range Day Denominator means, in respect of a Coupon Period, the</p>

Element	Title	
		<p>total number of calendar days in such Coupon Period.</p> <p>Range Day Numerator means, in respect of a Coupon Period, the total number of calendar days in such Coupon Period on which the Range Day Rate is equal to or greater than the Lower Barrier and equal to or less than the Upper Barrier.</p> <p>Rates Performance means, in respect of a Coupon Period, a rate expressed as a percentage calculated by the Calculation Agent equal to the sum of:</p> <ul style="list-style-type: none"> (a) the product of (i) the First Rate Amount and (ii) the First Rate, in each case in respect of such Coupon Period; (b) the product of (i) the Second Rate Amount and (ii) the Second Rate, in each case in respect of such Coupon Period; and (c) the Third Rate in respect of such Coupon Period. <p>Reset Date means, in respect of the First Rate: <i>[specify the first day of the Coupon Period]/[specify the last day of the Coupon Period]</i>, in respect of the Second Rate: <i>[specify the second day of the Coupon Period]/[specify the last day of the Coupon Period]</i> and in respect of the Range Day Rate: The relevant Rate Determination Date.</p> <p>Second Rate means, in respect of a Coupon Period, the rate that would be determined for that Coupon Period were the floating rate N&C Security provisions of the Conditions to apply to determine the Second Rate, with the floating rate being calculated by reference to <i>[specify second reference rate for Securities being issued]</i> and were ISDA Determination to be applicable for such purposes.</p> <p>Second Rate Amount means <i>[specify for each Coupon Period]</i>.</p> <p>Third Rate means <i>[specify for each Coupon Period]</i>.</p> <p>Upper Barrier means [●] per cent.]</p> <p>[In the case of Leveraged Inflation Interest N&C Securities: The Rate of Interest for each Coupon Period shall be a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to the sum of:</p> <ul style="list-style-type: none"> (a) the Base Rate of Interest; and (b) <ul style="list-style-type: none"> (i) the Cap; or, if less (ii) (x) the Floor or, if greater, (y) the Leveraged Index Performance in respect of such Coupon Period. <p>Where:</p>

Element	Title	
		<p>Base Rate of Interest means [●] per cent.</p> <p>Cap means [●] per cent.</p> <p>Floor means [●] per cent.</p> <p>Index means [●].</p> <p>Index Level means, in respect of a Coupon Period and subject to the inflation linked adjustment provisions of the Conditions, the first publication or announcement of a level of the Index for the relevant Reference Month for such Coupon Period.</p> <p>Index Performance means, in respect of a Coupon Period, a rate expressed as a percentage calculated by the Calculation Agent equal to the quotient of (a) (i) the Index Level in respect of such Coupon Period minus (ii) the Initial Index Level in respect of such Coupon Period (as numerator) and (b) the Initial Index Level in respect of such Coupon Period (as denominator).</p> <p>Initial Index Level means, in respect of such Coupon Period and subject to the inflation linked adjustment provisions of the Conditions, the first publication or announcement of a level of the Index for the calendar month falling the Number of Calendar Months (Initial Index Level) prior to the calendar month in which the first day of such Coupon Period falls.</p> <p>Leverage means [●] per cent.</p> <p>Leveraged Index Performance means, in respect of a Coupon Period, a rate expressed as a percentage calculated by the Calculation Agent equal to the product of (a) the Leverage and (b) (i) the Index Performance in respect of such Coupon Period minus (ii) the Strike.</p> <p>Number of Calendar Months (Initial Index Level) means [●] calendar months.</p> <p>Number of Calendar Months (Reference Index Level) means [●] calendar months.</p> <p>Reference Month means, in respect of a Coupon Period, the calendar month falling the Number of Calendar Months (Reference Index Level) prior to the calendar month in which the Coupon Accrual Date in respect of such Coupon Period falls.</p> <p>Strike means [●] per cent.]</p> <p><i>[In the case of Equity Linked Securities, insert:</i></p> <p><i>Adjustment and Disruption Events</i></p>

Element	Title	
		<p>The Securities may be subject to cancellation or early redemption or adjustment (including as to valuation and in certain circumstances share substitutions) if certain corporate events (such as events affecting the value of a Share (including Share divisions or consolidations, extraordinary dividends and capital calls); de-listing of a Share; insolvency, merger or nationalisation of a Share issuer; a tender offer or redenomination of a Share) occur, if certain events (such as illegality, disruptions or cost increases) occur with respect to the Issuer's or any of its affiliates' hedging arrangements, or if insolvency filings are made with respect to the issuer of a share.</p> <p>If certain disruption events occur with respect to valuation of a Share such valuation will be postponed and may be made by the Calculation Agent. Payments may also be postponed.]</p> <p><i>[In the case of Index Linked Securities, insert:</i></p> <p><i>Adjustment and Disruption Events</i></p> <p>The Securities may be subject to cancellation or early redemption or adjustment if an Index is modified or cancelled and there is no successor Index acceptable to the Calculation Agent, if an Index's sponsor fails to calculate and announce such Index, or certain events (such as illegality, disruptions or cost increases) occur with respect to the Issuer's or any of its affiliates' hedging arrangements.</p> <p>If certain disruption events occur with respect to valuation of an Index such valuation will be postponed and may be made by the Calculation Agent. Payments may also be postponed.]</p> <p><i>[In the case of Inflation Linked Securities, insert:</i></p> <p><i>Adjustment Events</i></p> <p>The Securities may be subject to adjustment if the Index is not published or announced, there is a successor Index, an Index level is corrected or the Index is rebased and may be subject to early redemption or cancellation if the Index ceases to be published and there is no appropriate alternative index acceptable to the Calculation Agent. In certain circumstances the Calculation Agent may calculate the Index level itself.]</p> <p><i>[In the case of FX Linked Securities, insert:</i></p> <p><i>Disruption Events</i></p> <p>If certain disruption events occur with respect to valuation of a Currency Pair, [an alternative valuation method may be used, valuation may be made by the Calculation Agent, valuation may be postponed or the Securities may be subject to early redemption or cancellation].]</p>

Element	Title	
		Please also refer to Element C.9 above.
C.11	Admission to Trading	<p>Securities issued under the Programme may be listed and admitted to trading on the Irish Stock Exchange's Main Securities Market or Global Exchange Market or such other stock exchange or market specified below, or may be issued on an unlisted basis.</p> <p>Issue specific summary:</p> <p>[Application [has been] [is expected to be] made by the Issuer (or on its behalf) for the Securities to be admitted to the Official List and to trading on [the Irish Stock Exchange's [Main Securities Market/Global Exchange Market]][the [regulated market][Professional Securities Market] of the London Stock Exchange][the [regulated][EuroMTF] market of the Luxembourg Stock Exchange].</p> <p>[Not applicable, the Securities are not intended to be admitted to trading on any market.]</p>
C.15	How the value of the investment is affected by the value of the underlying assets	<p>[[If the Securities are N&C Securities, insert: The [Insert if applicable: Rate of Interest and the] Final Redemption Amount][If the Securities are W&C Securities, insert: The Cash Settlement Amount] ([in each case,] if any) payable in respect of the Securities [is/are] calculated by reference to [insert relevant underlying(s) (i.e. the relevant Reference Item(s))].</p> <p>Please also see Element C.18.]</p> <p>[Not applicable, the Securities are not derivative securities.]</p>
C.16	Maturity	<p>[If the Securities are N&C Securities, insert: The Maturity Date of the Securities is [●] [If the N&C Securities are Zero Recovery Basket N&C Securities, insert: (the Scheduled Maturity Date), subject to adjustment for [insert relevant postponement events]].]</p> <p>[If the Securities are W&C Securities, insert: The Settlement Date of the Securities is [●] [the fifth Business Day following the last occurring valuation date.]]</p> <p>[Not applicable, the Securities are not derivative securities.]</p>
C.17	Settlement procedure of derivative securities	<p>[The Securities will be cash-settled.]</p> <p>[Not applicable, the Securities are not derivative securities.]</p>
C.18	Return on derivative securities	<p>[Not applicable, the Securities are not derivative securities.]</p> <p>Nominal interest rate and date from which interest becomes payable and due dates for interest</p> <p>[The Securities do not pay interest.]</p>

Element	Title	
		<p><i>[In the case of Fixed Rate Securities, insert:</i> The Securities bear interest [from their date of issue/from [●]] at the fixed rate of [●] per cent. per annum. Interest will be paid [annually] in arrear on [●] in each year. The first interest payment will be made on [●].]</p> <p><i>[In the case of Floating Rate Securities, insert:</i> The Securities bear interest [from their date of issue/from [●]] at floating rates calculated by reference to [specify reference rate] [plus/minus] a margin of [●] per cent. Interest will be paid [quarterly/semi-annually/annually] in arrear on [●] in each year[, subject to adjustment for non-business days]. The first interest payment will be made on [●].]</p> <p><i>[In the case of Securities whose interest payments are calculated by reference to an underlying, insert:</i> Payments of interest in respect of the Securities will be determined by reference to the performance of the [insert relevant underlying(s)] and extract, insert here and complete the relevant pro forma disclosure from item C.10 that reflects the basis for the calculation of interest of the Securities]</p> <p><i>[In the case of Zero Recovery Basket Credit Linked N&C Securities, insert:</i> The interest payable in respect of each nominal amount of Securities equal to the Calculation Amount for each Coupon Period will be calculated on the Outstanding Nominal Amount (as described further below) as of the last day of such Coupon Period.]</p> <p><i>[If the Securities are N&C Securities, insert: Redemption at Maturity</i></p> <p>Unless previously redeemed or purchased and cancelled, each Security will be redeemed by the Issuer on the Maturity Date at [●]/[the Final Redemption Amount].]</p> <p>[The Calculation Amount for the Securities is [●]].</p> <p><i>[If the Securities are W&C Securities, insert: Settlement</i></p> <p>Each Security entitles its holder, upon due exercise, to receive from the Issuer on the Settlement Date a Cash Settlement Amount.</p> <p>The Notional Amount per W&C Security is [●].]</p> <p>The Calculation Agent is [●].</p> <p><i>[If the Securities are interest bearing, insert: Interest Provisions</i></p> <p><i>[If the Securities are not Fixed Rate or Floating Rate Securities, insert: Coupon Accrual Date means [●]].</i></p> <p>Coupon Period means [insert coupon period].</p> <p>Coupon Payment Date means [●].</p>

Element	Title	
		<p><i>[If the Securities are Fixed or Floating Rate Securities, insert: Day Count Fraction means [●].]</i></p> <p>[Business Day Convention means [●].]</p> <p>[Insert in the case of FX Redemption N&C Securities: The Final Redemption Amount in respect of each nominal amount of N&C Securities equal to the Calculation Amount shall be an amount in the Settlement Currency (which, when the Floor is zero, will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to the Calculation Amount multiplied by the greater of (i) the Floor and (ii) a percentage calculated by the Calculation Agent in accordance with the following formula:</p> $\text{Leverage} \times \text{Max} \left[0, \sum_{i=1}^n w_i \times \frac{X_i - Y_i}{Z_i} \right]$ <p>Any amount determined pursuant to the above, if not an amount in the Settlement Currency, will be converted into the Settlement Currency at the Exchange Rate. The Final Redemption Amount will be rounded to the nearest two decimal places (or, in the case of Japanese Yen, the nearest whole unit) in the relevant Settlement Currency, 0.005 (or, in the case of Japanese Yen, half a unit) being rounded upwards.</p> <p>Where:</p> <p>Alternate Currency Pair means <i>[specify Alternate Currency Pairs in form of [specify first currency]/[specify second currency]] (repeat in respect of each Alternate Currency Pair).</i></p> <p>Currency Pair means <i>[specify Currency Pairs in form of [specify first currency]/[specify second currency]] (repeat for each Currency Pair).</i></p> <p>Exchange Rate means the spot rate of exchange of currency in which the Calculation Amount is denominated (the Calculation Amount Currency) into the Settlement Currency (expressed as the number of units (or part units) of the relevant Calculation Amount Currency for which one unit of the relevant Settlement Currency can be exchanged) or on the basis of such other applicable market convention as the Calculation Agent determines appropriate.</p> <p>First Relevant Currency means [●] <i>(specify for each Currency Pair).</i></p> <p>FX Price Source means [●] <i>(specify for each Currency Pair and each Alternate Currency Pair).</i></p> <p>_i means each Currency Pair.</p>

Element	Title	
		<p>Leverage means [●] per cent.</p> <p>Max followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.</p> <p>n means the number of Currency Pairs to which the N&C Securities relate.</p> <p>Reference Exchange Rate means, in respect of a Currency Pair, the spot exchange rate for the First Relevant Currency quoted against the Second Relevant Currency expressed as the number of units of the First Relevant Currency quoted per one unit of the Second Relevant Currency.</p> <p>Relevant Currency means each currency comprising a Currency Pair and any references to the conversion of one Relevant Currency to another shall be construed as applying in relation to a Currency Pair.</p> <p>Second Relevant Currency means [●] (<i>specify for each Currency Pair</i>).</p> <p>Settlement Rate means, in respect of a Currency Pair, the Reference Exchange Rate for that Currency Pair on the Valuation Date at the Valuation Time as determined by the Calculation Agent by reference to the Settlement Rate Option for that Currency Pair (and such determination may be made, without limitation, with such adjustments as are, at the discretion of the Calculation Agent, necessary to the published quoting conventions and/or implying the Reference Exchange Rate from more than one Settlement Rate Option) unless a Disruption Event exists or occurs, in which case, the Settlement Rate for that Currency Pair will be determined by the Calculation Agent.</p> <p>Settlement Rate Option means, in respect of a Currency Pair, the rate published for the Currency Pair fixing rate on the FX Price Source for that Currency Pair at or about the Valuation Time on the Valuation Date or, if Alternate Currency Pairs are specified for the relevant Currency Pair, the Reference Exchange Rate will be implied from more than one Settlement Rate Option by determining the rate for each Alternate Currency Pair for that Currency Pair, published for the Alternate Currency Pair fixing rate on the FX Price Source for that Alternate Currency Pair at or about the Valuation Time on the Valuation Date.</p> <p>Strike Rate means [●] (<i>specify for each Currency Pair</i>).</p> <p>Valuation Date means [●].</p> <p>Valuation Time means [●].</p> <p>w_i means [<i>specify the weighting of each Currency Pair (being a</i></p>

Element	Title	
		<p>number less than or equal to 1)].</p> <p>X_i means, in respect of a Currency Pair, the [Settlement Rate in respect of such Currency Pair]/[Strike Rate in respect of such Currency Pair].</p> <p>Y_i means, in respect of a Currency Pair, the [Settlement Rate in respect of such Currency Pair]/[Strike Rate in respect of such Currency Pair].</p> <p>Z_i means, in respect of a Currency Pair, the [Settlement Rate in respect of such Currency Pair]/[Strike Rate in respect of such Currency Pair]/[1].</p> <p>[Insert in the case of Equity Basket Knock-In N&C Securities: The Final Redemption Amount in respect of each nominal amount of N&C Securities equal to the Calculation Amount shall be an amount in the Specified Currency (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to:</p> <ul style="list-style-type: none"> (a) if no Knock-In Event has occurred, the Calculation Amount; or (b) if a Knock-In Event has occurred, the product of (x) the Calculation Amount and (y) the Final Reference Performance. <p>Where:</p> <p>Final Reference Performance means a percentage determined by the Calculation Agent equal to the Reference Performance of the Share with the lowest Reference Performance.</p> <p>Final Price means, in respect of a Share, an amount equal to the price per share in respect of such Share quoted on the applicable exchange at the Valuation Time on the Final Valuation Date.</p> <p>Final Valuation Date means [●].</p> <p>i means a Share.</p> <p>Initial Valuation Date means [●].</p> <p>Knock-In Event means the price of any Share quoted on the applicable Exchange at the Valuation Time on the Final Valuation Date is equal to or less than the Knock-In Level in respect of such Share, as determined by the Calculation Agent.</p> <p>Knock-In Level means, in respect of a Share, the Knock-In Percentage multiplied by the Strike Price for such Share.</p> <p>Knock-In Percentage means [●] per cent.</p>

Element	Title	
		<p>Reference Performance means, in respect of a Share, a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent in accordance with the following formula:</p> $\frac{\text{Final Price}_i}{\text{Strike Price}_i}$ <p>Share means [●].</p> <p>Strike Price means, in relation to a Share, the price per share in respect of such Share quoted on the applicable exchange at the Valuation Time on the Initial Valuation Date.</p> <p>Valuation Time means [●].]</p> <p><i>[Insert in the case of Equity Basket Barrier Knock-In N&C Securities:]</i></p> <p>The Final Redemption Amount in respect of each nominal amount of N&C Securities equal to the Calculation Amount shall be an amount in the Specified Currency (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to:</p> <ul style="list-style-type: none"> (a) if no Knock-In Event has occurred, the Calculation Amount; or (b) if a Knock-In Event has occurred: <ul style="list-style-type: none"> (i) if the Final Reference Performance is equal to or greater than the Barrier Level, the Calculation Amount; or (ii) if the Final Reference Performance is less than the Barrier Level, the product of (x) the Calculation Amount and (y) the Final Reference Performance. <p>Where:</p> <p>Barrier Level means [●] per cent.</p> <p>Final Reference Performance means a percentage determined by the Calculation Agent equal to the Reference Performance of the Share with the lowest Reference Performance.</p> <p>Final Price means, in respect of a Share, an amount equal to the price per share in respect of such Share quoted on the applicable exchange at the Valuation Time on the Final Valuation Date.</p> <p>Final Valuation Date means [●].</p>

Element	Title	
		<p>P_i means a Share.</p> <p>Initial Valuation Date means [●].</p> <p>Knock-In Determination Period means the period from but excluding the Initial Valuation Date to and including the Knock-In Period Ending Date.</p> <p>Knock-In Event means the price of any Share quoted on the applicable Exchange at any time during the regular trading session hours on that Exchange on any Scheduled Trading Day in the Knock-In Determination Period is equal to or less than the Knock-In Level in respect of such Share, as determined by the Calculation Agent, Provided That, if on any such day, as of any Knock-In Valuation Time, a Knock-In Event has or would have occurred but the conditions for a Disrupted Day having been satisfied at such time then such Knock-In Valuation Time shall be ignored for purposes of determining whether a Knock-In Event has occurred Provided Further That if no Knock-In Event has occurred in the Knock-In Determination Period and the conditions for a Disrupted Day are satisfied as of the last occurring Knock-In Valuation Time on the Knock-In Period Ending Date, then such day shall be treated as a Valuation Date and the Calculation Agent shall determine a price of the relevant Share(s) in respect of such day in accordance with such provisions for purposes of determining whether a Knock-In Event shall occur. For the purposes of determining under this paragraph whether the conditions for a Disrupted Day have been satisfied at any Knock-In Valuation Time, the relevant Valuation Time used shall be the relevant Knock-In Valuation Time.</p> <p>Knock-In Level means, in respect of a Share, the Knock-In Percentage multiplied by the Strike Price for such Share.</p> <p>Knock-In Percentage means [●] per cent.</p> <p>Knock-In Period Ending Date means the scheduled Final Valuation Date.</p> <p>Knock-In Valuation Time means, in respect of a Share, any time during the regular trading session hours on the applicable Exchange for such Share on any Scheduled Trading Day in the Knock-In Determination Period.</p> <p>Reference Performance means, in respect of a Share, a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent in accordance with the following formula:</p> $\frac{\text{Final Price}_i}{\text{Strike Price}_i}$

Element	Title	
		<p>Share means [●].</p> <p>Strike Price means, in relation to a Share, the price per share in respect of such Share quoted on the applicable exchange at the Valuation Time on the Initial Valuation Date.</p> <p>Valuation Time means [●].]</p> <p><i>[Insert in the case of Equity Basket Bonus Barrier Knock-In N&C Securities:</i> The Final Redemption Amount in respect of each nominal amount of N&C Securities equal to the Calculation Amount shall be an amount in the Specified Currency (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to:</p> <p>(a) if no Knock-In Event has occurred, the product of (i) the Calculation Amount and (ii) 100 per cent. plus the Participation Rate; or</p> <p>(b) if a Knock-In Event has occurred:</p> <p>(i) if the Final Reference Performance is equal to or greater than the Barrier Level, the Calculation Amount; or</p> <p>(ii) if the Final Reference Performance is less than the Barrier Level, the product of (x) the Calculation Amount and (y) the Final Reference Performance.</p> <p>Where:</p> <p>Barrier Level means [●] per cent.</p> <p>Final Reference Performance means a percentage determined by the Calculation Agent equal to the Reference Performance of the Share with the lowest Reference Performance.</p> <p>Final Price means, in respect of a Share, an amount equal to the price per share in respect of such Share quoted on the applicable exchange at the Valuation Time on the Final Valuation Date.</p> <p>Final Valuation Date means [●].</p> <p>i means a Share.</p> <p>Initial Valuation Date means [●].</p> <p>Knock-In Event means the Final Reference Performance is less than the Knock-In Level.</p> <p>Knock-In Level means [●] per cent.</p> <p>Participation Rate means [●] per cent.</p>

Element	Title	
		<p>Reference Performance means, in respect of a Share, a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent in accordance with the following formula:</p> $\frac{\text{Final Price}_i}{\text{Strike Price}_i}$ <p>Share means [●].</p> <p>Strike Price means, in relation to a Share, the price per share in respect of such Share quoted on the applicable exchange at the Valuation Time on the Initial Valuation Date.</p> <p>Valuation Time means [●].]</p> <p><i>[In the case of Index Basket Knock-In N&C Securities:</i> The Final Redemption Amount in respect of each nominal amount of N&C Securities equal to the Calculation Amount shall be an amount in the Specified Currency (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to:</p> <ul style="list-style-type: none"> (a) if no Knock-In Event has occurred, the Calculation Amount; or (b) if a Knock-In Event has occurred, the product of (i) the Calculation Amount and (ii) the Final Reference Performance. <p>Where:</p> <p>Final Reference Performance means a percentage determined by the Calculation Agent equal to the Reference Performance of the Index with the lowest Reference Performance.</p> <p>Final Level means, in respect of an Index, an amount equal to the closing level of such Index, as calculated and announced by the relevant index sponsor, at the Valuation Time on the Final Valuation Date.</p> <p>Final Valuation Date means [●].</p> <p>_i means an Index.</p> <p>Index means [●].</p> <p>Index Sponsor means [●].</p> <p>Initial Valuation Date means [●].</p>

Element	Title	
		<p>Knock-In Event means the closing level of the Index, as calculated and announced by the relevant index sponsor, at the Valuation Time on the Final Valuation Date is equal to or less than the Knock-In Level in respect of such Index, as determined by the Calculation Agent.</p> <p>Knock-In Level means, in respect of an Index, the Knock-In Percentage multiplied by the Strike Level for such Index.</p> <p>Knock-In Percentage means [●] per cent.</p> <p>Reference Performance means, in respect of an Index, a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent in accordance with the following formula:</p> $\frac{\text{Final Level}_i}{\text{Strike Level}_i}$ <p>Strike Level means, in relation to an Index, the closing level of such Index, as calculated and announced by the relevant index sponsor, at the Valuation Time on the Initial Valuation Date.</p> <p>Valuation Time means [●].]</p> <p><i>[In the case of Index Basket Barrier Knock-In N&C Securities:</i> The Final Redemption Amount in respect of each nominal amount of N&C Securities equal to the Calculation Amount shall be an amount in the Specified Currency (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to:</p> <ul style="list-style-type: none"> (a) if no Knock-In Event has occurred, the Calculation Amount; or (b) if a Knock-In Event has occurred: <ul style="list-style-type: none"> (i) if the Final Reference Performance is equal to or greater than the Barrier Level, the Calculation Amount; or (ii) if the Final Reference Performance is less than the Barrier Level, the product of (x) the Calculation Amount and (y) the Final Reference Performance. <p>Where:</p> <p>Barrier Level means [●] per cent.</p> <p>Final Reference Performance means a percentage determined by the Calculation Agent equal to the Reference Performance of the Index with the lowest Reference Performance.</p>

Element	Title	
		<p>Final Level means, in respect of a Index, an amount equal to the closing level of such Index, as calculated and announced by the relevant index sponsor, at the Valuation Time on the Final Valuation Date.</p> <p>Final Valuation Date means [●].</p> <p>i means an Index.</p> <p>Index means [●].</p> <p>Index Sponsor means [●].</p> <p>Initial Valuation Date means [●].</p> <p>Knock-In Event means the closing level of any Index, as calculated and announced by the relevant index sponsor at the Valuation Time on the Final Valuation Date is equal to or less than the Knock-In Level in respect of such Index, as determined by the Calculation Agent.</p> <p>Knock-In Level means, in respect of an Index, the Knock-In Percentage multiplied by the Strike Level for such Index.</p> <p>Knock-In Percentage means [●] per cent.</p> <p>Reference Performance means, in respect of an Index, a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent in accordance with the following formula:</p> $\frac{\text{Final Level}_i}{\text{Strike Level}_i}$ <p>Strike Level means, in relation to an Index, the closing level of such Index, as calculated and announced by the relevant index sponsor, at the Valuation Time on the Initial Valuation Date.</p> <p>Valuation Time means [●].]</p> <p><i>[In the case of Index Basket Bonus Barrier Knock-In N&C Securities:</i> The Final Redemption Amount in respect of each nominal amount of N&C Securities equal to the Calculation Amount shall be an amount in the Specified Currency (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to:</p> <p>(a) if no Knock-In Event has occurred, the product of (i) the Calculation Amount and (ii) 100 per cent. plus the Participation Rate; or</p> <p>(b) if a Knock-In Event has occurred:</p>

Element	Title	
		<p>(i) if the Final Reference Performance is equal to or greater than the Barrier Level, the Calculation Amount; or</p> <p>(ii) if the Final Reference Performance is less than the Barrier Level, the product of (x) the Calculation Amount and (y) the Final Reference Performance.</p> <p>Where:</p> <p>Barrier Level means [●] per cent.</p> <p>Final Reference Performance means a percentage determined by the Calculation Agent equal to the Reference Performance of the Index with the lowest Reference Performance.</p> <p>Final Level means, in respect of an Index, an amount equal to the closing level of such Index, as calculated and announced by the relevant index sponsor, at the Valuation Time on the Final Valuation Date.</p> <p>Final Valuation Date means [●].</p> <p>i means an Index.</p> <p>Index means [●].</p> <p>Initial Valuation Date means [●].</p> <p>Knock-In Event means the Final Reference Performance is less than the Knock-In Level.</p> <p>Knock-In Level means [●] per cent.</p> <p>Participation Rate means [●] per cent.</p> <p>Reference Performance means, in respect of an Index, a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent in accordance with the following formula:</p> $\frac{\text{Final Level}_i}{\text{Strike Level}_i}$ <p>Strike Level means, in relation to an Index, the closing level of such Index, as calculated and announced by the relevant index sponsor, at the Valuation Time on the Initial Valuation Date.</p> <p>Valuation Time means [●].]</p> <p><i>[In the case of Equity Basket Autocall N&C Securities: Unless the</i></p>

Element	Title	
		<p>N&C Securities have been previously redeemed or cancelled, if on any Observation Date an Autocall Event occurs the Issuer will, on giving notice to Securityholders, redeem all, but not some only, of the Securities, each nominal amount of the Securities equal to the Calculation Amount being redeemed on the Early Redemption Date at the Early Redemption Amount specified below <i>[If the Securities are interest bearing and not Conditional Interest N&C Securities, insert, together with interest accrued to (but excluding) the date of redemption]</i>.</p> <p>Where:</p> <p>Autocall Event means the Autocall Reference Performance in respect of an Observation Date (the Relevant Observation Date) is equal to or greater than the Autocall Level in respect of such Observation Date.</p> <p>Autocall Level means <i>[specify % for each Observation Date]</i>.</p> <p>Autocall Rate means <i>[specify % for each Observation Date]</i>.</p> <p>Autocall Reference Performance means, in respect of an Observation Date, a percentage determined by the Calculation Agent equal to the Reference Performance of the Share with the lowest Reference Performance in respect of such Observation Date.</p> <p>Early Redemption Amount means, in respect of each nominal amount of the N&C Securities equal to the Calculation Amount, an amount in the Specified Currency (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to <i>[in the case of a Fixed Autocall N&C Security: the Calculation Amount] [in the case of an Uplift Autocall N&C Security: the product of (i) the Calculation Amount and (ii) 100 per cent. plus the Autocall Rate in respect of the Relevant Observation Date]</i>.</p> <p>Early Redemption Date means the day falling the Number of Autocall Business Days immediately succeeding the Relevant Observation Date.</p> <p>i means a Share.</p> <p>Initial Valuation Date means [●].</p> <p>o means an Observation Date.</p> <p>Observation Date means [●].</p> <p>Observation Price means, in respect of an Observation Date and a Share, an amount equal to the price per share in respect of such Share quoted on the applicable exchange at the Valuation Time on such Observation Date.</p> <p>Number of Autocall Business Days means [●].</p>

Element	Title	
		<p>Reference Performance means, in respect of an Observation Date and a Share, a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent in accordance with the following formula:</p> $\frac{\text{Observation Level}_{i,o}}{\text{Strike Level}_i}$ <p>Share means [●].</p> <p>Strike Price means, in relation to a Share, the price per share in respect of such Share quoted on the applicable exchange at the Valuation Time on the Initial Valuation Date.</p> <p>Valuation Time means [●].]</p> <p>[In the case of Index Basket Autocall N&C Securities: Unless the N&C Securities have been previously redeemed or cancelled, if on any Observation Date an Autocall Event occurs the Issuer will, on giving notice to Securityholders, redeem all, but not some only, of the N&C Securities, each nominal amount of N&C Securities equal to the Calculation Amount being redeemed on the Early Redemption Date at the Early Redemption Amount specified below<i>[If the Securities are interest bearing and not Conditional Interest N&C Securities, insert:, together with interest accrued to (but excluding) the date of redemption].</i></p> <p>Where:</p> <p>Autocall Event means the Autocall Reference Performance in respect of an Observation Date (the Relevant Observation Date) is equal to or greater than the Autocall Level in respect of such Observation Date.</p> <p>Autocall Level means <i>[specify % for each Observation Date]</i>.</p> <p>Autocall Rate means <i>[specify % for each Observation Date]</i>.</p> <p>Autocall Reference Performance means, in respect of an Observation Date, a percentage determined by the Calculation Agent equal to the Reference Performance of the Index with the lowest Reference Performance in respect of such Observation Date.</p> <p>Early Redemption Amount means, in respect of each nominal amount of Securities equal to the Calculation Amount, an amount in the Specified Currency (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to <i>[in the case of a Fixed Autocall N&C Security: the Calculation Amount] [in the case of an Uplift Autocall N&C Security: the product of (i) the Calculation Amount and (ii) 100 per cent. plus the Autocall Rate in respect of the Relevant Observation Date]</i>.</p>

Element	Title	
		<p>Early Redemption Date means the day falling the Number of Autocall Business Days immediately succeeding the Relevant Observation Date.</p> <p>i means an Index.</p> <p>Index means [●].</p> <p>Initial Valuation Date means [●].</p> <p>o means an Observation Date.</p> <p>Observation Date means [●].</p> <p>Observation Level means, in respect of an Observation Date and an Index, an amount equal to the closing level of such Index, as calculated and announced by the relevant index sponsor, at the Valuation Time on such Observation Date.</p> <p>Number of Autocall Business Days means [●].</p> <p>Reference Performance means, in respect of an Observation Date and an Index, a rate expressed as a percentage (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent in accordance with the following formula:</p> $\frac{\text{Observation Level}_{i,o}}{\text{Strike Level}_i}$ <p>Strike Level means, in relation to an Index, the closing level of such Index, as calculated and announced by the relevant index sponsor, at the Valuation Time on the Initial Valuation Date.</p> <p>Valuation Time means [●].]</p> <p><i>[In the case of Zero Recovery Basket Credit Linked N&C Securities, insert:</i> The Final Redemption Amount in respect of each nominal amount of Securities equal to the Calculation Amount shall be an amount in the Specified Currency equal to the Outstanding Nominal Amount as of the Maturity Date. For the avoidance of doubt if the Outstanding Nominal Amount as of the Maturity Date is zero, no amounts will be payable on the Maturity Date.</p> <p>The Outstanding Nominal Amount is the Calculation Amount, subject to reduction in accordance with the following paragraph.</p> <p>If Conditions to Settlement are satisfied, the Calculation Agent will thereupon reduce the Outstanding Nominal Amount by an amount equal to the Credit Event Reduction Amount in respect of the relevant Credit Event Determination Date, subject to the effective date of such reduction being adjusted or such reduction being reversed in certain</p>

Element	Title	
		<p>circumstances.</p> <p>If the Outstanding Nominal Amount is equal to zero, the Issuer's obligations in respect of the Securities will be discharged and the Issuer will have no further liability in respect thereof.</p> <p>Where:</p> <p>Conditions to Settlement means [(a)] the occurrence of a Credit Event Determination Date except where such is reversed [and (b) either (i) the delivery by the Calculation Agent to the Issuer of a notice of publicly available information confirming the occurrence of the Credit Event that is effective during one of the periods specified in paragraph (a) of the definition of Credit Event Determination Date or (ii) the public announcement by the International Swaps and Derivatives Association, Inc (ISDA) on or prior to the last day of a prescribed period that the relevant Credit Derivatives Determinations Committee established by ISDA has resolved that an event that constitutes a Credit Event has occurred with respect to the relevant Reference Entity or obligation thereof] <i>[Include if Notice of Publicly Available Information is applicable]</i>.</p> <p>Credit Event Determination Date means, in respect of any Credit Event:</p> <p>(a) subject to subsection (b) below, if a Credit Derivatives Determinations Committee has not publicly announced that it has determined a Credit Event or that there is not a Credit Event, the first date on which the Calculation Agent delivers notice of the Credit Event to the Issuer [and notice of publicly available information confirming the occurrence of the Credit Event] <i>[Include if Notice of Publicly Available Information is applicable]</i> during a prescribed delivery period; or</p> <p>(b) notwithstanding paragraph (a) above, if a Credit Derivatives Determinations Committee has publicly announced that it has determined a Credit Event either (I) if the relevant Credit Event is a Restructuring and notice of the Credit Event is delivered by the Calculation Agent to the Issuer by a certain cut-off date, the date the relevant Credit Derivatives Determinations Committee resolves as the request date in respect of such determination or (II) otherwise, the first date on which notice of the Credit Event is delivered by the Calculation Agent to the Issuer during a prescribed delivery period.</p> <p>Any Credit Event Determination Date so determined may be adjusted or reversed in certain circumstances.</p> <p>Credit Event Reduction Amount means, in respect of a Credit Event Determination Date, an amount in the Specified Currency calculated by the Calculation Agent equal to the sum, for each Reference Entity</p>

Element	Title	
		<p>in respect of which Conditions to Settlement are satisfied on such Credit Event Determination Date, of the product of (a) the Calculation Amount and (b) the Weighting in respect of such Reference Entity.</p> <p>Credit Event means [Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or Restructuring]. <i>[Delete as applicable and include brief description of each Credit Event]</i></p> <p>Reference Entity means [●].</p> <p>Weighting means, with respect to a Reference Entity, (a) the Weighting Percentage for such Reference Entity or, if prior to the satisfaction of Conditions to Settlement with respect to such Reference Entity, such Reference Entity is a successor to another Reference Entity, (b) the sum of (i) the Weighting Percentage for such Reference Entity and (ii) the Weighting Percentage for each Reference Entity in respect of which such Reference Entity is a successor.</p> <p>Weighting Percentage means <i>[specify for each Reference Entity]</i>.</p> <p><i>[If Restructuring is a Credit Event and either Restructuring Maturity Limitation and Fully Transferable Obligation or Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation applies, insert:</i></p> <p><i>Partial Reduction on Restructuring Credit Event</i></p> <p>If the type of Credit Event is a Restructuring, the Calculation Agent may choose not to reduce the Outstanding Nominal Amount by the full Credit Event Reduction Amount in respect of the relevant Reference Entity, but may choose to apply a reduction of part of the relevant Credit Event Reduction Amount and, subject to the occurrence of further Credit Events, leave the remaining Credit Event Reduction Amount outstanding (in which case the terms and conditions of the Securities shall continue to apply to such amount).]</p> <p>[In the case of Equity Delta One Redemption N&C Securities: The Final Redemption Amount in respect of each nominal amount of Securities equal to the Calculation Amount shall be an amount in the Specified Currency (which will not be less than, but may be equal to, zero) calculated by the Calculation Agent equal to:</p> <p>[VF x Exchange Rate] – C</p> <p>Any such amount will be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.</p> <p>Where:</p>

Element	Title	
		<p>V_F means the Final Price.</p> <p>C means the Specified Currency equivalent of the Costs as determined by the Calculation Agent using such foreign exchange rate as the Calculation Agent deems appropriate with respect to the relevant time(s) the Costs arise or may arise.</p> <p>Costs means, in respect of each nominal amount of Securities equal to the Calculation Amount, such Securities' <i>pro rata</i> share of the total amount of any commissions, costs, expenses, duties, taxes (including but not limited to any capital gains tax or withholding tax), levies, registration fees, custodial fees or other charges which may be required to be made, paid, withheld or deducted by the Issuer and/or any of its Affiliates and/or any of their respective nominees as a result of, or in connection with, the Issuer and/or any of its Affiliates and/or any of their respective nominees (a) being a direct holder of any Hedging Shares and/or selling and/or realising any Hedging Shares and/or (b) unwinding any Hedge Position.</p> <p>Exchange Rate means (i) the rate of exchange between the Equity Currency and the Specified Currency (expressed as a number of units of the Specified Currency for which a unit of the Equity Currency can be exchanged) determined at or around the Final Valuation Date which the Calculation Agent determines appropriate in its sole discretion, or (ii) where the Equity Currency is the same as the Specified Currency, one.</p> <p>Hedge Position means any Product that the Issuer and/or any of its Affiliates and/or any of their respective nominees (a) enters into as a result of being the direct holder of the Hedging Shares and/or selling and/or realising the Hedging Shares or (b) would have entered into if they were to fully hedge the market, equity or other price risk of the Issuer entering into and performing its obligations with respect to the Securities, using such Products as may be determined by the Calculation Agent.</p> <p>Product means an exchange traded fund, share, an instrument representing such exchange traded fund or share (including, without limitation, participation notes), futures contracts or exchange-traded options commonly used to hedge the issuance or sale of a security that is linked to the Hedging Shares.</p> <p>Cash Dividends</p> <p>(i) Following the declaration by a Share Issuer of a cash dividend (other than any Extraordinary Dividend) (each a Cash Dividend) in respect of which the In-dividend Date (as defined below) falls in the period from and including the Trade Date to but excluding the originally scheduled Final Valuation Date without regard to any Scheduled Trading Day or Disrupted Day adjustment (the Dividend Period), the Issuer will pay a Coupon Amount in respect of each Security</p>

Element	Title	
		<p>on the related Coupon Payment Date (as defined below). Each such Coupon Amount will equal the amount of such Cash Dividend declared in relation to one Share (less (a) all withholding taxes, if any, including, but without limitation, those that would have been withheld in relation to the payment of such cash dividend to a foreign investor and (b) any other expenses or deductions which would apply to or be made in relation to the payment of such cash dividend to a foreign investor all determined in the Equity Currency and on a per Share basis, <i>multiplied by</i> the Dividend Exchange Rate as defined below).</p> <p>Dividend Exchange Rate means, in relation to a Cash Dividend, (i) the rate of exchange between the Equity Currency and the Specified Currency (expressed as a number of units of the Specified Currency for which a unit of the Equity Currency can be exchanged) at or around the Dividend Receipt Date, as determined by the Calculation Agent, or (ii) where the Equity Currency is the same as the Specified Currency, one.</p> <p>Dividend Receipt Date means the date upon which a holder of Shares entitled to the relevant Cash Dividend would have received such Cash Dividend according to prevailing market practice, as determined by the Calculation Agent.</p> <p>In-dividend Date means, in relation to a Cash Dividend, the final date upon which a purchaser of Shares on the Exchange would, according to prevailing market practice, be entitled to receive the Cash Dividend.</p> <p>(ii) Coupon Amounts (if any) will only be payable on the Securities in the circumstances set out in Equity Linked Condition 2 and will be deemed only to have accrued on the Securities as of the relevant Coupon Payment Date. No interest will accrue or be payable in any other circumstance.</p> <p>(iii) In the event any Coupon Payment Date would fall after the Maturity Date the Issuer will give notice to the Securityholders of procedures for payment of such Coupon Amount(s) which may be made outside of DTC or Euroclear and Clearstream, Luxembourg and may require Securityholders as of a record date selected by the Issuer in its sole discretion to provide a notice to the Issuer giving all necessary details required by the Issuer in its sole discretion to make such payments.</p> <p>(iv) Following any Cash Dividend declaration, the Calculation Agent shall as soon as is reasonably practicable under the circumstances procure that the Issuer will give notice to the Securityholders stating the occurrence of the Cash Dividend, giving details thereof and setting out the method and</p>

Element	Title	
		<p>anticipated date of the related Coupon Payment Date provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Coupon Amount payment and the Calculation Agent will determine the basis on which the Coupon Amount will be paid.</p> <p>Coupon Payment Date means the date that is three (3) Business Days following the relevant Dividend Receipt Date.</p> <p>Distribution of Securities</p> <p>A Security Distribution Adjustment payment may (but is not required to) be made on the basis of one or more of the following, all as determined by the Calculation Agent. In each case the Security Distribution Adjustment may be made on different terms and different dates than the relevant event to which the Potential Adjustment Event relates:</p> <ul style="list-style-type: none"> (a) the date (the Record Date) upon which each Securityholder will become entitled to additional Securities and the date (the Distribution Settlement Date) on or prior to which delivery of any additional Securities and any related cash amounts (whether payable by Securityholders or the Issuer) are to be effected; (b) the aggregate number of additional Securities to be delivered to the relevant Clearing Systems or otherwise made available for the account of Securityholders; (c) arrangements for payment by Securityholders or deduction by the Issuer of any amounts on account of taxes, duties and/or expenses, including any applicable depository charges, transaction charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, as may be relevant, arising in connection with the delivery of such additional Securities (which may include the Issuer reducing the number of additional Securities to be delivered and/or requiring such amounts to be paid by Securityholders as a precondition to receiving additional Securities); (d) whether entitlement to additional Securities or Dividend Amount, as the case may be, is to be made on the basis of the aggregate number of Securities held by a Securityholder or on a per Security basis and whether, in respect of any holding(s) of Securities by the Issuer and/or any of its Affiliates, any such party(ies) is to waive its entitlement to receive any additional Securities in respect of any such holding(s); and (e) whether, in order to reflect the relevant Potential Adjustment Event and any terms to which holders of the Shares are subject, Securityholders will be required to pay any subscription price or other amount in order to obtain the

Element	Title	
		<p>additional Securities and/or the time period during which the offer of additional Securities will remain open.]</p> <p>[In the case of FX Basket Knock-Out W&C Securities: Each Security entitles its holder in respect of an Actual Exercise Date, upon due exercise, to receive from the Issuer on the Settlement Date a Cash Settlement Amount calculated by the Calculation Agent (which shall not be less than zero) equal to:</p> <p>(a) if the Continuous Knock-Out Condition has been met, zero; or</p> <p>(b) if the Continuous Knock-Out Condition has not been met, the Notional Amount per W&C Security multiplied by a percentage calculated by the Calculation Agent in accordance with the following formula:</p> $\text{Leveragex Max} \left[0, \sum_{i=1}^n w_i \chi \frac{X_i - Y_i}{Z_i} \right]$ <p>Any amount determined pursuant to the above, if not an amount in the Specified Currency, will be converted into the Specified Currency at the Exchange Rate. The Cash Settlement Amount will be rounded to the nearest two decimal places (or, in the case of Japanese Yen, the nearest whole unit) in the relevant Specified Currency, 0.005 (or, in the case of Japanese Yen, half a unit) being rounded upwards, with W&C Securities exercised at the same time by the same Securityholder being aggregated for the purpose of determining the aggregate Cash Settlement Amounts payable in respect of such Securities.</p> <p>Where:</p> <p>Alternate Currency Pair means [<i>specify Alternate Currency Pairs in form of [insert first currency]/[insert second currency]</i>] (repeat in respect of each Alternate Currency Pair).</p> <p>Barrier Start Date means [●].</p> <p>Continuous Knock-Out Condition means at any time on any Observation Date during any Weekly Observation Interval falling within the period commencing on and including 7:00 am London time on the Barrier Start Date and ending on and including 4:00 pm London time on the Observation Cut-off Date, any Settlement Rate in respect of any Currency Pair is equal to or less than the Knock-Out Level in respect of such Currency Pair, as determined by the Calculation Agent.</p> <p>Currency Pair means [<i>specify Currency Pairs in form of [insert first currency]/[insert second currency]</i>] (repeat for each Currency Pair).</p>

Element	Title	
		<p>Exchange Rate means the spot rate of exchange of currency in which the Notional Amount is denominated (the Notional Amount Currency) into the Settlement Currency expressed as the number of units (or part units) of the relevant Notional Amount Currency for which one unit of the relevant Settlement Currency can be exchanged) or on the basis of such other applicable market convention as the Calculation Agent determines appropriate.</p> <p>Exercise Price means [●] (<i>specify for each Currency Pair</i>).</p> <p>First Relevant Currency means [●] (<i>specify for each Currency Pair</i>).</p> <p>FX Price Source means [●] (<i>specify for each Currency Pair and each Alternate Currency Pair</i>).</p> <p>i means each Currency Pair.</p> <p>Knock-Out Level means (<i>specify for each Currency Pair</i>).</p> <p>Leverage means [●].</p> <p>Max followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.</p> <p>n means the number of Currency Pairs to which the W&C Securities relate.</p> <p>Observation Cut-Off Date means [●].</p> <p>Observation Date means [●].</p> <p>Reference Exchange Rate means, in respect of a Currency Pair, the spot exchange rate for the First Relevant Currency quoted against the Second Relevant Currency expressed as the number of units of the First Relevant Currency quoted per one unit of the Second Relevant Currency.</p> <p>Relevant Currency means each currency comprising a Currency Pair and any references to the conversion of one Relevant Currency to another shall be construed as applying in relation to a Currency Pair.</p> <p>Relevant Time means the time at which the relevant Settlement Rate is determined.</p> <p>Second Relevant Currency means [●] (<i>specify for each Currency Pair</i>).</p> <p>Settlement Rate means, in respect of a Currency Pair and an Observation Date or the Valuation Date, the Reference Exchange Rate</p>

Element	Title	
		<p>for that Currency Pair on such Observation Date or Valuation Date at the Relevant Time or Valuation Time respectively as determined by the Calculation Agent by reference to the Settlement Rate Option for that Currency Pair (and such determination may be made, without limitation, with such adjustments as are, at the discretion of the Calculation Agent, necessary to the published quoting conventions and/or implying the Reference Exchange Rate from more than one Settlement Rate Option) unless a Disruption Event exists or occurs, in which case, the relevant Settlement Rate for that Currency Pair will be determined by the Calculation Agent.</p> <p>Settlement Rate Option means, in respect of a Currency Pair and an Observation Date or the Valuation Date, the rate published for the Currency Pair fixing rate on the FX Price Source for that Currency Pair at or about (i) the Relevant Time on such Observation Date or, (ii) the Valuation Time on the Valuation Date or, if Alternate Currency Pairs are specified for the relevant Currency Pair, the Reference Exchange Rate will be implied from more than one Settlement Rate Option by determining the rate for each Alternate Currency Pair for that Currency Pair, published for the Alternate Currency Pair fixing rate on the FX Price Source for that Alternate Currency Pair at or about (i) the Relevant Time on such Observation Date or (ii) the Valuation Time on the Valuation Date.</p> <p>Trade Date means [●].</p> <p>Valuation Time means [●].</p> <p>Weekly Observation Interval means the period between 5:00 am Sydney time on each Monday and 5:00 pm New York City time on the immediately succeeding Friday (inclusive).</p> <p>w_i means <i>[specify the weighting of each Currency Pair (being a number less than or equal to 1)]</i></p> <p>X_i means, in respect of a Currency Pair, the [Exercise Price in respect of such Currency Pair]/[Settlement Rate in respect of such Currency Pair and the Valuation Date].</p> <p>Y_i means, in respect of a Currency Pair, the [Exercise Price in respect of such Currency Pair]/[Settlement Rate in respect of such Currency Pair and the Valuation Date].</p> <p>Z_i means, in respect of a Currency Pair, the [Exercise Price in respect of such Currency Pair]/[Settlement Rate in respect of such Currency Pair and the Valuation Date]/[1].]</p> <p>[In the case of FX Basket Knock-In W&C Securities:</p> <p>Each Security entitles its holder in respect of an Actual Exercise Date, upon due exercise, to receive from the Issuer on the Settlement Date a Cash Settlement Amount calculated by the Calculation Agent (which</p>

Element	Title	
		<p>shall not be less than zero) equal to:</p> <p>(a) if the Continuous Knock-In Condition has been met, zero; or</p> <p>(b) if the Continuous Knock-In Condition has not been met, the Notional Amount per Security multiplied by an amount calculated by the Calculation Agent in accordance with the following formula:</p> $\text{Leverage} \times \text{Max} \left[0, \sum_{i=1}^n w_i \chi \frac{X_i - Y_i}{Z_i} \right]$ <p>Any amount determined pursuant to the above, if not an amount in the Specified Currency, will be converted into the Specified Currency at the Exchange Rate. The Cash Settlement Amount will be rounded to the nearest two decimal places (or, in the case of Japanese Yen, the nearest whole unit) in the relevant Specified Currency, 0.005 (or, in the case of Japanese Yen, half a unit) being rounded upwards, with W&C Securities exercised at the same time by the same Securityholder being aggregated for the purpose of determining the aggregate Cash Settlement Amounts payable in respect of such Securities.</p> <p>Where:</p> <p>Alternate Currency Pair means <i>[specify Alternate Currency Pairs in form of [specify first currency]/[specify second currency]] (repeat in respect of each Alternate Currency Pair).</i></p> <p>Continuous Knock-In Condition means at any time on any Observation Date during any Weekly Observation Interval falling within the period commencing on and including 7:00 am London time on the Trade Date and ending on and including 4:00 pm London time on the Observation Cut-Off Date, the Settlement Rate in respect of any Currency Pair is equal to or greater than the Knock-In Level in respect of such Currency Pair, as determined by the Calculation Agent.</p> <p>Currency Pair means <i>[specify Currency Pairs in form of [insert first currency]/[insert second currency]] (repeat for each Currency Pair).</i></p> <p>Exchange Rate means the spot rate of exchange of currency in which the Notional Amount is denominated (the Notional Amount Currency) into the Settlement Currency expressed as the number of units (or part units) of the relevant Notional Amount Currency for which one unit of the relevant Settlement Currency can be exchanged) or on the basis of such other applicable market convention as the Calculation Agent determines appropriate.</p> <p>Exercise Price means: [●] <i>(specify for each Currency Pair).</i></p>

Element	Title	
		<p>First Relevant Currency means [●] (<i>specify for each Currency Pair</i>).</p> <p>FX Price Source means [●] (<i>specify for each Currency Pair and each Alternate Currency Pair</i>).</p> <p>i means each Currency Pair.</p> <p>Knock-In Level means [●] (<i>specify for each Currency Pair</i>).</p> <p>Leverage means [●].</p> <p>Max followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.</p> <p>n means the number of Currency Pairs to which the W&C Securities relate.</p> <p>Observation Cut-Off Date means [●].</p> <p>Observation Date means [●].</p> <p>Reference Exchange Rate means, in respect of a Currency Pair, the spot exchange rate for the First Relevant Currency quoted against the Second Relevant Currency expressed as the number of units of the First Relevant Currency quoted per one unit of the Second Relevant Currency.</p> <p>Relevant Currency means each currency comprising a Currency Pair and any references to the conversion of one Relevant Currency to another shall be construed as applying in relation to a Currency Pair.</p> <p>Relevant Time means the time at which the relevant Settlement Rate is determined.</p> <p>Second Relevant Currency means [●] (<i>specify for each Currency Pair</i>).</p> <p>Settlement Rate means, in respect of a Currency Pair and an Observation Date or the Valuation Date, the Reference Exchange Rate for that Currency Pair on such Observation Date or Valuation Date at the Relevant Time or Valuation Time respectively as determined by the Calculation Agent by reference to the Settlement Rate Option for that Currency Pair (and such determination may be made, without limitation, with such adjustments as are, at the discretion of the Calculation Agent, necessary to the published quoting conventions and/or implying the Reference Exchange Rate from more than one Settlement Rate Option) unless a Disruption Event exists or occurs, in which case, the relevant Settlement Rate for that Currency Pair will be determined by the Calculation Agent.</p>

Element	Title	
		<p>Settlement Rate Option means, in respect of a Currency Pair and an Observation Date or the Valuation Date, the rate published for the Currency Pair fixing rate on the FX Price Source for that Currency Pair at or about (i) the Relevant Time on such Observation Date or, (ii) the Valuation Time on the Valuation Date or, if Alternate Currency Pairs are specified for the relevant Currency Pair, the Reference Exchange Rate will be implied from more than one Settlement Rate Option by determining the rate for each Alternate Currency Pair for that Currency Pair, published for the Alternate Currency Pair fixing rate on the FX Price Source for that Alternate Currency Pair at or about (i) the Relevant Time on such Observation Date or (ii) the Valuation Time on the Valuation Date.</p> <p>Trade Date means [●].</p> <p>Valuation Time means [●].</p> <p>Weekly Observation Interval means the period between 5:00 am Sydney time on each Monday and 5:00 pm New York City time on the immediately succeeding Friday (inclusive).</p> <p>w_i means [<i>specify the weighting of each Currency Pair (being a number less than or equal to 1)</i>]</p> <p>X_i means, in respect of a Currency Pair, the [Exercise Price in respect of such Currency Pair]/[Settlement Rate in respect of such Currency Pair and the Valuation Date].</p> <p>Y_i means, in respect of a Currency Pair, the [Exercise Price in respect of such Currency Pair]/[Settlement Rate in respect of such Currency Pair and the Valuation Date].</p> <p>Z_i means, in respect of a Currency Pair, the [Exercise Price in respect of such Currency Pair]/[Settlement Rate in respect of such Currency Pair and the Valuation Date]/[1].]</p> <p>[In the case of Equity Delta One W&C Securities:</p> <p>Each Security entitles its holder in respect of an Actual Exercise Date, upon due exercise, to receive from the Issuer on the Settlement Date a Cash Settlement Amount calculated by the Calculation Agent (which shall not be less than zero) equal to:</p> <p>$[V_F \times \text{Exchange Rate}] - C$</p> <p>The Cash Settlement Amount will be rounded to the nearest two decimal places (or, in the case of Japanese Yen, the nearest whole unit) in the relevant Specified Currency, 0.005 (or, in the case of Japanese Yen, half a unit) being rounded upwards, with Securities exercised at the same time by the same Securityholder being aggregated for the purpose of determining the aggregate Cash</p>

Element	Title	
		<p>Settlement Amounts payable in respect of such Securities.</p> <p>Where:</p> <p>V_F means the Final Price.</p> <p>C means the Specified Currency equivalent of the Costs as determined by the Calculation Agent using such foreign exchange rate as the Calculation Agent deems appropriate with respect to the relevant time(s) the Costs arise or may arise.</p> <p>Costs means, in respect of a Security, such Security's <i>pro rata</i> share of the total amount of any commissions, costs, expenses, duties, taxes (including but not limited to any capital gains tax or withholding tax), levies, registration fees, custodial fees or other charges which may be required to be made, paid, withheld or deducted by the Issuer and/or any of its Affiliates and/or any of their respective nominees as a result of, or in connection with, the Issuer and/or any of its Affiliates and/or any of their respective nominees (a) being a direct holder of any Hedging Shares and/or selling and/or realising any Hedging Shares and/or (b) unwinding any Hedge Position.</p> <p>Exchange Rate means (i) the rate of exchange between the Equity Currency and the Specified Currency (expressed as a number of units of the Specified Currency for which a unit of the Equity Currency can be exchanged) determined at or around the Final Valuation Date which the Calculation Agent determines appropriate in its sole discretion, or (ii) where the Equity Currency is the same as the Specified Currency, one.</p> <p>Hedge Position means any Product that the Issuer and/or any of its Affiliates and/or any of their respective nominees (a) enters into as a result of being the direct holder of the Hedging Shares and/or selling and/or realising the Hedging Shares, or (b) would have entered into if they were to fully hedge the market, equity or other price risk of the Issuer entering into and performing its obligations with respect to the W&C Securities, using such Products as may be determined by the Calculation Agent.</p> <p>Product means an exchange traded fund, share, an instrument representing such exchange traded fund or share (including, without limitation, participation notes), futures contracts or exchange-traded options commonly used to hedge the issuance or sale of a security that is linked to the Hedging Shares.</p> <p>Valuation Date means the Final Valuation Date.</p>

Element	Title	
		<p>Cash Dividends</p> <p>(i) Following the declaration by a Share Issuer of a cash dividend (other than any Extraordinary Dividend) (each a Cash Dividend) in respect of which the In-dividend Date (as defined below) falls in the period from and including the Trade Date to but excluding the originally scheduled Final Valuation Date without regard to any Scheduled Trading Day or Disrupted Day adjustment (the Dividend Period), the Issuer will pay a Coupon Amount in respect of each Security on the related Coupon Payment Date (as defined below). Each such Coupon Amount will equal the amount of such Cash Dividend declared in relation to one Share (less (a) all withholding taxes, if any, including, but without limitation, those that would have been withheld in relation to the payment of such cash dividend to a foreign investor and (b) any other expenses or deductions which would apply to or be made in relation to the payment of such cash dividend to a foreign investor all determined in the Equity Currency and on a per Share basis, <i>multiplied by</i> the Dividend Exchange Rate as defined below).</p> <p>Dividend Exchange Rate means, in relation to a Cash Dividend, (i) the rate of exchange between the Equity Currency and the Specified Currency (expressed as a number of units of the Specified Currency for which a unit of the Equity Currency can be exchanged) at or around the Dividend Receipt Date, as determined by the Calculation Agent or, (ii) where the Equity Currency is the same as the Specified Currency, one.</p> <p>Dividend Receipt Date means the date upon which a holder of Shares entitled to the relevant Cash Dividend would have received such Cash Dividend according to prevailing market practice, as determined by the Calculation Agent.</p> <p>In-dividend Date means, in relation to a Cash Dividend, the final date upon which a purchaser of Shares on the Exchange would, according to prevailing market practice, be entitled to receive the Cash Dividend.</p> <p>(ii) Coupon Amounts (if any) will only be payable on the Securities in the circumstances set out in this Equity Linked Condition 2 and will be deemed only to have accrued on the Securities as of the relevant Coupon Payment Date. No interest will accrue or be payable in any other circumstance.</p> <p>(iii) In the event any Coupon Payment Date would fall after the Maturity Date the Issuer will give notice to the Securityholders of procedures for payment of such Coupon Amount(s) which may be made outside of DTC or Euroclear</p>

Element	Title	
		<p>and Clearstream, Luxembourg and may require Securityholders as of a record date selected by the Issuer in its sole discretion to provide a notice to the Issuer giving all necessary details required by the Issuer in its sole discretion to make such payments.</p> <p>(iv) Following any Cash Dividend declaration, the Calculation Agent shall as soon as is reasonably practicable under the circumstances procure that the Issuer will give notice to the Securityholders stating the occurrence of the Cash Dividend, giving details thereof and setting out the method and anticipated date of the related Coupon Payment Date provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Coupon Amount payment and the Calculation Agent will determine the basis on which the Coupon Amount will be paid.</p> <p>Coupon Payment Date means the date that is three (3) Business Days following the relevant Dividend Receipt Date.</p> <p>Distribution of Securities</p> <p>A Security Distribution Adjustment payment may (but is not required to) be made on the basis of one or more of the following, all as determined by the Calculation Agent. In each case the Security Distribution Adjustment may be made on different terms and different dates than the relevant event to which the Potential Adjustment Event relates:</p> <p>(a) the date (the Record Date) upon which each Securityholder will become entitled to additional Securities and the date (the Distribution Settlement Date) on or prior to which delivery of any additional Securities and any related cash amounts (whether payable by Securityholders or the Issuer) are to be effected;</p> <p>(b) the aggregate number of additional Securities to be delivered to the relevant Clearing Systems or otherwise made available for the account of Securityholders;</p> <p>(c) arrangements for payment by Securityholders or deduction by the Issuer of any amounts on account of taxes, duties and/or expenses, including any applicable depository charges, transaction charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, as may be relevant, arising in connection with the delivery of such additional Securities (which may include the Issuer reducing the number of additional Securities to be delivered and/or requiring such amounts to be paid by Securityholders as a precondition to receiving additional Securities);</p> <p>(d) whether entitlement to additional Securities or Dividend</p>

Element	Title	
		<p>Amount, as the case may be, is to be made on the basis of the aggregate number of Securities held by a Securityholder or on a per Security basis and whether, in respect of any holding(s) of Securities by the Issuer and/or any of its Affiliates, any such party(ies) is to waive its entitlement to receive any additional Securities in respect of any such holding(s); and</p> <p>(e) whether, in order to reflect the relevant Potential Adjustment Event and any terms to which holders of the Shares are subject, Securityholders will be required to pay any subscription price or other amount in order to obtain the additional Securities and/or the time period during which the offer of additional Securities will remain open.]</p> <p><i>[In the case of Equity Linked Securities, insert:</i></p> <p><i>Adjustment and Disruption Events</i></p> <p>The Securities may be subject to cancellation or early redemption or adjustment (including as to valuation and in certain circumstances share substitutions) if certain corporate events (such as events affecting the value of a Share (including Share divisions or consolidations, extraordinary dividends and capital calls); de-listing of a Share; insolvency, merger or nationalisation of a Share issuer; a tender offer or redenomination of a Share) occur, if certain events (such as illegality, disruptions or cost increases) occur with respect to the Issuer's or any of its affiliates' hedging arrangements, or if insolvency filings are made with respect to the issuer of a share.</p> <p>If certain disruption events occur with respect to valuation of a Share such valuation will be postponed and may be made by the Calculation Agent. Payments may also be postponed.]</p> <p><i>[In the case of Index Linked Securities, insert:</i></p> <p><i>Adjustment and Disruption Events</i></p> <p>The Securities may be subject to cancellation or early redemption or adjustment if an Index is modified or cancelled and there is no successor Index acceptable to the Calculation Agent, if an Index's sponsor fails to calculate and announce such Index, or certain events (such as illegality, disruptions or cost increases) occur with respect to the Issuer's or any of its affiliates' hedging arrangements.</p> <p>If certain disruption events occur with respect to valuation of an Index such valuation will be postponed and may be made by the Calculation Agent. Payments may also be postponed.]</p> <p><i>[In the case of Inflation Linked Securities, insert:</i></p> <p><i>Adjustment Events</i></p>

Element	Title	
		<p>The Securities may be subject to adjustment if the Index is not published or announced, there is a successor Index, an Index level is corrected or the Index is rebased and may be subject to early redemption or cancellation if the Index ceases to be published and there is no appropriate alternative index acceptable to the Calculation Agent. In certain circumstances the Calculation Agent may calculate the Index level itself.]</p> <p><i>[In the case of FX Linked Securities, insert:</i></p> <p>Disruption Events</p> <p>If certain disruption events occur with respect to valuation of a Currency Pair, [an alternative valuation method may be used, valuation may be made by the Calculation Agent, valuation may be postponed or the Securities may be subject to early redemption or cancellation].]</p> <p><i>[In the case of Zero Recovery Basket Credit Linked N&C Securities, insert:</i></p> <p>Merger Event</p> <p>A merger event may occur, <i>inter alia</i>, if the Issuer[, the Guarantor] or the Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Reference Entity or the Issuer [or the Guarantor], as applicable, or the Issuer [or the Guarantor] and the Reference Entity become affiliates.]</p>
C.19	Final reference price of the Underlying	<p>[Not applicable, there is no final reference price of the Underlying.]</p> <p>[The final reference price of the underlying will be determined in accordance with the valuation mechanics set out in item C.18 above]</p>
C.20	Underlying and where the information on the underlying can be found	<p>[Not applicable, there is no underlying] [The underlying [index/basket of indices/share[s]/reference entit[y][ies]/FX rate[s], interest rate[s]] specified in item C.18 above] [●] <i>[If the Securities are Zero Recovery Basket N&C Securities, insert: The "Credit Events" are [insert relevant Credit Events].] [Insert details of where information on the underlying can be found. Where relevant this may include references to the respective Bloomberg and/or Reuters screen pages on which information relating to each underlying can be found]</i></p>

Section D - Risks

Element	Title	
D.2	Key risks regarding the Issuer [and the	In purchasing Securities, investors assume the risk that the Issuer [and the Guarantor] may become insolvent or otherwise be unable to make

Element	Title	
	Guarantor]	<p>all payments due in respect of the Securities. There is a wide range of factors which individually or together could result in the Issuer [and the Guarantor] becoming unable to make all payments due in respect of the Securities. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer [and the Guarantor] may not be aware of all relevant factors and certain factors which [it/they] currently deem not to be material may become material as a result of the occurrence of events outside the Issuer's [and the Guarantor's] control. The Issuer [and the Guarantor] [has/have] identified a number of factors which could materially adversely affect [its/their] business[es] and ability to make payments due under the Securities. These factors include:</p> <p>Issuer:</p> <p>(i) the Issuer is an indirectly owned, wholly owned subsidiary of Nomura Holdings, Inc. and there are substantial inter-relationships between the Issuer and other Nomura Group companies. Accordingly, if the financial condition of the Nomura Group were to deteriorate, the Issuer and its investors may suffer direct and materially adverse consequences, (ii) changes in market prices affecting asset values may adversely affect the performance of assets in which the Issuer holds positions and therefore would adversely affect the Issuer's financial situation and its profits (iii) strategies for hedging against market risk may prove to be ineffective, (iv) changes in interest rates, (v) foreign exchange risk, (vi) liquidity risk, (vii) credit risk of third parties with whom the Issuer does business (viii) increased regulation of the financial services industry, (ix) competition risk, (x) reputational risk, and (xi) operational risk.</p> <p>Guarantor:</p> <p>If the financial condition of the Guarantor were to deteriorate, the Issuer and investors in the Securities may suffer direct and materially adverse consequences. The Guarantor is the holding company for the Nomura Group and its ability to fulfil its obligations under the Guarantee may therefore be affected by certain factors affecting the Guarantor directly or other entities within the Nomura Group, including: (i) a sustained market/economic or other downturn, changes in financial or economic conditions and/or market volatility, (ii) liquidity risk, (iii) unpredictable events causing large unexpected market price movements ("event risk") (iv) credit risk of third parties with whom the Guarantor does business, (v) competition risk, (vi) substantial legal, regulatory, operational and reputational risks.</p>
D.3	Key risks regarding the Securities	<p>There are also certain factors which are material for the purpose of assessing the risks associated with investing in any issue of Securities, which include, without limitation, (i) risks relating to current market conditions including sovereign debt concerns in certain countries in Europe, (ii) Rule 144A Securities Transfer Restrictions, (iii) risks relating to the fact that the Securities are unsecured obligations of the Issuer, (iv) the possibility that holders may receive payments subject to withholding or other deductions imposed on the Securities, (v) there may be no, or a</p>

Element	Title	
		<p>limited, secondary market for the Securities, (vi) risks relating to postponement of valuation dates, following the occurrence of a disruption event which may adversely affect the value of the Securities, (vii) adjustments to the terms and conditions of the Securities being made by the Calculation Agent following the occurrence of certain events and any early redemption or cancellation (as applicable) of the Securities by the Issuer, (viii) modification of the terms and conditions of the Securities and/or the Agency Agreement by the Issuer and the relevant Agent without the consent of Securityholders, (ix) modification of the terms and conditions of the Securities by majority votes binding all holders, (x) the existence, where specified, of any right of the Issuer to redeem the Securities at its option and the effect this may have on the market value of the Securities, (xi) hedging activities and conflicts of interest of the Issuer, the Guarantor (where applicable) and/or any of its/their affiliates and Securityholders, (xii) where the Securities are linked to a Reference Item, risks relating to the value and liquidity of such Reference Item and the markets in which such Reference Item is traded, (xiii) movements in interest rates and (where the Securities are not denominated in an investor's own currency) exchange rates may affect the value of the Securities, (xiv) any credit rating assigned to the Securities may not reflect all risks associated with the Securities, (xv) fees and commissions not being taken into account when determining secondary market prices of Securities, (xvi) illegality of securities and (xvii) change in law and/or regulatory reform.</p>
D.6	Risk warning	<p>[Not applicable, the Securities are not derivative securities.] [See Element D. 3 above. In addition, investors may lose all or part of their investment in the Securities.]</p>

Section E - Offer

Element	Title	
E.2b	Reasons for the offer and use of proceeds	<p>The net proceeds from the issue of the Securities will be applied by the Issuer for general corporate purposes, which include making a profit. A substantial portion of the proceeds from the issue of the Securities may be used to hedge market risk with respect to such Securities.</p> <p><i>Issue specific summary</i></p> <p>[The net proceeds from the issue of Securities will be applied by the Issuer for its general corporate purposes, which include making a profit [and [<i>specify any other relevant corporate purposes of the Issuer</i>]].]</p>
E.3	Terms and conditions of the offer	<p>Under the programme, the Securities may be offered to the public in a Non-Exempt Offer in Austria, Belgium, Denmark, France, Germany, Hungary, Italy, Ireland, Luxembourg, Poland, Portugal, Spain, Sweden, The Netherlands and the United Kingdom.</p>

Element	Title	
		<p>The terms and conditions of each offer of Securities will be determined by agreement between the Issuer and the relevant Dealer at the time of issue and specified in the applicable Final Terms. An Investor intending to acquire or acquiring any Securities in a Non-Exempt Offer from an Authorised Offeror will do so, and offers and sales of such Securities to an Investor by such Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocations and settlement arrangements.</p> <p>Issue specific summary:</p> <p>[Not applicable, the Securities are not being offered to the public as part of a Non-Exempt Offer.]</p> <p>[This issue of Securities is being offered in a Non-Exempt Offer in <i>[specify particular country/ies]</i>.]</p> <p>The issue price of the Securities is [●] per cent. of their nominal amount.</p> <p>[The offer period of the Securities is the period from <i>[specify date]</i> until <i>[specify date]</i>/the Issue Date/the date which falls [●] Business Days thereafter.]]</p> <p><i>[Summarise any public offer, copying the language from paragraphs 13(viii) and 14 of Part B of the Final Terms for N&C Securities or paragraphs 7(vi) or 8 of Part B of the Final Terms for W&C Securities (as applicable)]</i></p>
E.4	Interest of natural and legal persons involved in the issue/offer	<p>The relevant Dealers may be paid fees in relation to any issue of Securities under the Programme. Any such Dealer and its affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business.</p> <p>Issue specific summary</p> <p>[Other than as mentioned above,[and save for [●] [the [fees] [commissions] payable to [●][the Authorised Offerors],]] so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer, including conflicting interests.]</p>
E.7	Expenses charged to the investor by the Issuer	<p>There are no expenses charged to an investor by the Issuer.</p> <p>Any expenses charged to an investor by any Authorised Offeror will be set out in the terms and conditions of that Authorised Offeror.</p>

ANNEX 2

The Nomura Group's business may be materially affected by financial markets, economic conditions and market fluctuations in Japan and elsewhere around the world

The global financial crisis that originated with the collapse of Lehman Brothers Holding Inc. (**Lehman Brothers**) in 2008, affected not only the global securities market but also financial services firms as participants, and also affected economic activity as a whole, especially in developed countries, including Japan. Also in 2011, financial problems in the U.S. and the worsening of financial issues in the peripheral countries of the Eurozone, including Greece, adversely influenced major global financial markets. Since 2013, the prospects of global economy have remained uncertain due to various actions including monetary tightening in China and tapering in the United States.

The Nomura Group's business and revenues may be affected by any adverse changes in the Japanese and global economic environments and financial markets.

In addition and as described later, not only purely economic factors but also future wars, acts of terrorism, economic or political sanctions, pandemics, forecast of geopolitical risks and geopolitical events which have actually occurred, natural disasters or other similar events could have an effect on financial markets and economies of each country.

If any adverse events including those discussed above were to occur, a market or economic downturn may extend for a long period of time, which could adversely affect the Nomura Group's business and can result in substantial losses. Even in the absence of a prolonged market or economic downturn, changes relating to market volatility or governmental fiscal and monetary policy changes in Japan and any country or region where the Nomura Group conducts business, including the actions taken by the Bank of Japan or any other international central banking authorities and other changes in the environment may adversely affect its business, financial condition and results of operations. The following are certain risks related to the financial markets and economic conditions for the Nomura Group's specific businesses.

The Nomura Group's brokerage and asset management revenues may decline

A market downturn could result in a decline in the revenues generated by the Nomura Group's brokerage business because of a decline in the volume and value of securities that the Nomura Group broker for its clients. Also, within the Nomura Group's asset management business, in most cases, the Nomura Group charges fees for managing its clients' portfolios that are based on the value of their portfolios. A market downturn that reduces the value of the Nomura Group's clients' portfolios may increase the amount of withdrawals or reduce the amount of new investments in these portfolios, and would reduce the revenue the Nomura Group receives from its asset management business.

The Nomura Group's investment banking revenues may decline

Changes in financial or economic conditions would likely affect the number and size of transactions for which the Nomura Group provides securities underwriting, financial advisory and other investment banking services. The Nomura Group's investment banking revenues, which include fees from these services, are directly related to the number and size of the transactions in which the Nomura Group participates and would therefore decrease if there are financial and market changes unfavourable to its investment banking business and its clients. For example, due in part to the slowdown in financing activities resulting primarily from the worsened and prolonged impact of the European sovereign debt crisis in 2011, the Nomura Group's Investment Banking net revenue for the year ended 31 March 2012 and 31 March 2013 decreased by 15.9 per cent. and 15.0 per cent. from the previous year respectively.

The Nomura Group's electronic trading business revenues may decline

Electronic trading is essential for the Nomura Group's business in order to execute trades faster with fewer resources. Utilising these systems allows the Nomura Group to provide an efficient execution platform and on-line content and tools to its clients via exchanges or other automated trading facilities. Revenue from the Nomura Group's electronic trading, which includes trading commissions and bid-offer spreads from these services, are directly correlated with the number and size of the transactions in which the Nomura Group

participate and would therefore decrease if there are financial market or economic changes that would cause its clients to trade less frequently or in smaller amounts. In addition, the use of electronic trading has increased across capital markets products and has put pressure on trading commissions and bid-offer spreads in the Nomura Group's industry due to the increased competition of its electronic trading business. Although trade volumes may increase due to the availability of electronic trading, this may not be sufficient to offset margin erosion in the Nomura Group's execution business, leading to a potential decline in revenue generated from this business. The Nomura Group continues to invest in developing technologies to provide an efficient trading platform; however, it may fail to maximise returns on these investments due to this increased pressure on lowering margins.

The Nomura Group may incur significant losses from its trading and investment activities

The Nomura Group maintains large trading and investment positions in fixed income, equity and other markets, both for proprietary purposes and for the purpose of facilitating its clients' trades. The Nomura Group's positions consist of various types of assets, including derivatives transactions with equity, interest rate, currency, credit and other underlyings, as well as loans and real estate. Fluctuations in the markets where these assets are traded can adversely affect the value of these assets. To the extent that the Nomura Group owns assets, or has long positions, a market downturn could result in losses if the value of these long positions decreases. Furthermore, to the extent that the Nomura Group has sold assets it does not own, or has short positions, an upturn in the prices of the assets could expose it to potentially significant losses. Although the Nomura Group seeks to mitigate these position risks with a variety of hedging techniques, these market movements could result in losses. The Nomura Group can incur losses if the financial system is overly stressed and the markets move in a way it has not anticipated.

The Nomura Group's businesses have been and may continue to be affected by changes in market volatility levels. Certain of the Nomura Group's trading businesses such as trading and arbitrage opportunities depend on market volatility. Lower volatility may lead to a decrease in business opportunities which may affect the results of these businesses. On the other hand, higher volatility, while it can increase trading volumes and spreads, also increases risk as measured by Value-at-Risk (**VaR**) and may expose the Nomura Group to higher risks in connection with the Nomura Group's market-making and proprietary businesses or cause Nomura Group to reduce outstanding positions or size of these businesses in order to avoid increasing its VaR.

Furthermore, the Nomura Group commits capital to take relatively large positions for underwriting or warehousing assets to facilitate certain capital market transactions. Also, the Nomura Group structures and takes positions in pilot funds for developing financial investment products and invest seed money to set up and support financial investment products. The Nomura Group may incur significant losses from these positions in the event of significant market fluctuations.

In addition, if the Nomura Group is the party providing collateral in a transaction, significant declines in the value of the collateral or a requirement to provide additional collateral due to a decline in its creditworthiness (by way of a lowered credit rating or otherwise) can increase its costs and reduce its profitability. On the other hand, if the Nomura Group is the party receiving collateral from its clients and counterparties, such declines may also affect its profitability by changing the nature of the Nomura Group's business. Assuming a one-notch and two-notch downgrade of the Nomura Group's credit ratings on 31 March 2014, absent other changes, the Nomura Group estimates that the aggregate fair value of assets that it would be required to post as additional collateral in connection with its derivative contracts would have been approximately ¥33.2 billion and ¥122.8 billion, respectively.

Holding large and concentrated positions of securities and other assets may expose the Nomura Group to large losses

Holding large and concentrated positions of securities can expose the Nomura Group to large losses in its businesses such as market-making, block trading, underwriting, asset securitization, acquiring newly-issued convertible bonds through third-party allotment or through providing business solutions to meet clients' needs. The Nomura Group has committed substantial amounts of capital to these businesses. This often requires the Nomura Group to take large positions in the securities of a particular issuer or issuers in a particular industry, country or region. The Nomura Group generally has higher exposure to those issuers

engaged in financial services businesses, including commercial banks, broker-dealers, clearing houses, exchanges and investment companies. There may also be cases where the Nomura Group holds relatively large amounts of securities by issuers in particular countries or regions due to the business it conducts with its clients or its counterparties. In addition, the Nomura Group may incur substantial losses due to market fluctuations on asset-backed securities such as residential and commercial mortgage-backed securities.

Extended market declines can reduce liquidity and lead to material losses

Extended market declines can reduce the level of market activity and the liquidity of the assets traded in the market in which the Nomura Group operates, which may make it difficult to sell, hedge or value such assets which it holds. Also, in case a market fails in pricing such assets, it will be difficult to estimate their value. If the Nomura Group cannot properly close out or hedge its associated positions in a timely manner or in full, particularly with respect to Over-The-Counter ("OTC") derivatives, it may incur substantial losses. Further, if the liquidity of a market significantly decreases and the market price of its own position is not formed, it could lead to unanticipated losses.

The Nomura Group's hedging strategies may not prevent losses

The Nomura Group uses a variety of financial instruments and strategies to hedge its exposure to various types of risk. If Nomura's hedging strategies are not effective, the Nomura Group may incur losses. The Nomura Group bases many of its hedging strategies on historical trading patterns and correlations. For example, if the Nomura Group holds an asset, it may hedge this position by taking another asset which has, historically, moved in a direction that would offset a change in value of the former asset. However, historical trading patterns and correlations may not continue, as seen in the case of past financial crises, and these hedging strategies may not be fully effective in mitigating the Nomura Group's risk exposure because it is exposed to all types of risk in a variety of market environments.

The Nomura Group's risk management policies and procedures may not be fully effective in managing market risk

The Nomura Group's policies and procedures to identify, monitor and manage risks may not be fully effective. Although some of the Nomura Group's methods of managing risk are based upon observed historical behaviour of market data, the movement of each data in future financial market may not be the same as which was observed in the past. As a result, the Nomura Group may suffer large losses through unexpected future risk exposures. Other risk management methods that the Nomura Group uses also rely on its evaluation of information regarding markets, clients or other matters, which is publicly available or otherwise accessible by it. This information may not be accurate, complete, up-to-date or properly evaluated, and the Nomura Group may be unable to properly assess its risks, and thereby suffer large losses. Furthermore, certain factors, such as market volatility, may render the Nomura Group's risk evaluation model unsuitable for a new market environment. In such event, the Nomura Group may become unable to evaluate or otherwise manage its risks adequately.

Market risk may increase other risks that the Nomura Group faces

In addition to the potentially adverse effects on the Nomura Group's businesses described above, market risk could exacerbate other risks that the Nomura Group faces. For example, the risks inherent in financial instruments developed through financial engineering and innovation may be increased by market risk.

Also, if the Nomura Group incurs substantial trading losses caused by its exposure to market risk, its need for liquidity could rise sharply while its access to cash may be impaired as a result of market perception of its credit risk.

Furthermore, in a market downturn, the Nomura Group's clients and counterparties could incur substantial losses of their own, thereby weakening their financial condition and, as a result, increasing its credit risk exposure to them.

The Nomura Group may have to recognise impairment charges with regard to the amount of goodwill, tangible and intangible assets recorded on its consolidated balance sheets

The Nomura Group has purchased all or a part of the equity interests in, or operations from, certain other companies in order to pursue its business expansion, and expect to continue to do so when and as it deems

appropriate. The Nomura Group accounts for certain of those and similar purchases and acquisitions in conformity with U.S. GAAP as a business combination by allocating its acquisition costs to the assets acquired and liabilities assumed and recording the remaining amount as goodwill. The Nomura Group also possesses tangible and intangible assets besides those stated above.

The Nomura Group may have to recognise impairment charges, as well as profits and losses associated with subsequent transactions, with regard to the amount of goodwill, tangible and intangible assets and if recorded, they may adversely affect its results of operations and financial condition.

Liquidity risk could impair the Nomura Group's ability to fund operations and jeopardise its financial condition

Liquidity, or having ready access to cash, is essential to the Nomura Group's businesses. In addition to maintaining a readily available cash position, the Nomura Group seeks to secure ample liquidity through repurchase and securities lending transactions, access to long-term debt, issuance of mid/long-term debt, diversification of its short-term funding sources such as commercial paper, and by holding a portfolio of highly liquid assets. The Nomura Group bears the risk that it may lose liquidity under certain circumstances, including the following:

The Nomura Group may be unable to access the debt capital markets

The Nomura Group depends on continuous access to the short-term credit markets and the debt capital markets to finance its day-to-day operations. An inability to raise money in the long-term or short-term debt markets, or to engage in repurchase agreements and securities lending transactions, could have a substantial negative effect on its liquidity. For example, lenders could refuse to extend the credit necessary for the Nomura Group to conduct its business based on their assessment of its long-term or short-term financial prospects if:

- the Nomura Group incurs large trading losses,
- the level of the Nomura Group's business activity decreases due to a market downturn, or
- regulatory authorities take significant action against the Nomura Group.

In addition to the above, the Nomura Group's ability to borrow in the debt markets could also be impaired by factors that are not specific to the Nomura Group, such as increases in banks' nonperforming loans which reduce their lending capacity, a severe disruption of the financial and credit markets which, among others, can lead to widening credit spreads and thereby increase its borrowing costs, or negative views about the general prospects for the investment banking, brokerage or financial services industries generally.

The Nomura Group may be unable to access the short-term debt markets

The Nomura Group issues commercial paper and short-term debt instruments as a source of unsecured short-term funding of its operations. The Nomura Group's liquidity depends largely on its ability to refinance these borrowings on a continuous basis. Investors who hold the Nomura Group's outstanding commercial paper and other short-term debt instruments have no obligation to provide refinancing when the outstanding instruments mature. The Nomura Group may be unable to obtain short-term financing from banks to make up any shortfall.

The Nomura Group may be unable to sell assets

If the Nomura Group is unable to borrow in the debt capital markets or if its cash balances decline significantly, the Nomura Group will need to liquidate its assets or take other actions in order to meet its maturing liabilities. In volatile or uncertain market environments, overall market liquidity may decline. In a time of reduced market liquidity, the Nomura Group may be unable to sell some of its assets, which may adversely affect its liquidity, or it may have to sell at depressed prices, which could adversely affect its results of operations and financial condition. The Nomura Group's ability to sell may be impaired by other market participants seeking to sell similar assets into the market at the same time.

Lowering of the Nomura Group's credit ratings could increase its borrowing costs

The Nomura Group's borrowing costs and its access to the debt capital markets depend significantly on its credit ratings. Rating agencies may reduce or withdraw their ratings or place the Nomura Group on "credit watch" with negative implications. For example, on 15 March 2012, Moody's Investors Service downgraded the Nomura Group's senior debt rating from Baa2 to Baa3. Although the impact of this downgrade was limited, future downgrades could increase the Nomura Group's borrowing costs and limit its access to the capital markets. This, in turn, could reduce the Nomura Group's earnings and adversely affect its liquidity. Further, other factors which are not specific to the Nomura Group may increase its funding costs, such as negative market perception of Japan's fiscal soundness.

Event risk may cause losses in the Nomura Group's trading and investment assets as well as market and liquidity risk

Event risk refers to potential losses in value the Nomura Group may suffer through unpredictable events that cause large unexpected market price movements. These include not only significant events such as the terrorist attacks in the U.S. on 11 September 2001, U.S. subprime issues since 2007, the global financial and credit crisis in the autumn of 2008, the Great East Japan Earthquake in March 2011, fiscal problems in the U.S. and European countries which became apparent starting the same year and the political crisis in Ukraine which began in late 2013, but also more specifically the following types of events that could cause losses in the Nomura Group's trading and investment assets:

- sudden and significant reductions in credit ratings with regard to financial instruments held by the Nomura Group's trading and investment businesses by major rating agencies,
- sudden changes in trading, tax, accounting, regulatory requirements, laws and other related rules which may make the Nomura Group's trading strategy obsolete, less competitive or not workable, or
- an unexpected failure in a corporate transaction in which the Nomura Group participates resulting in its not receiving the consideration the Nomura Group should have received, as well as bankruptcy, deliberate acts of fraud, and administrative penalty with respect to the issuers of its trading and investment assets.

The Nomura Group may be exposed to losses when third parties that are indebted to it do not perform their obligations

The Nomura Group's counterparties are from time to time indebted to Nomura Group as a result of transactions or contracts, including loans, commitments to lend, other contingent liabilities and derivatives transactions. The Nomura Group may incur material losses when its counterparties default on their obligations to it due to their filing for bankruptcy, deterioration in their creditworthiness, lack of liquidity, operational failure, an economic or political event, or other reasons.

Credit risk may also arise from:

- holding securities issued by third parties, or
- the execution of securities, futures, currency or derivative transactions that fail to settle at the required time due to non-delivery by the counterparty, such as monoline insurers (financial guarantors) which are counterparties in credit default swaps or systems failure by clearing agents, exchanges, clearing houses or other financial infrastructure.

Issues related to third party credit risk may include the following:

Defaults by a large financial institution could adversely affect the financial markets generally and the Nomura Group specifically

The commercial soundness of many financial institutions is closely interrelated as a result of credit, trading, clearing or other relationships among the institutions. As a result, concern about the creditworthiness of or a default by, a certain financial institution could lead to significant liquidity problems or losses in, or defaults

by, other financial institutions. This may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges, with which the Nomura Group interacts on a daily basis. Actual defaults, increases in perceived default risk and other similar events could arise in the future and could have an adverse effect on the financial markets and on the Nomura Group. The Nomura Group's operations may be adversely affected if major financial institutions, Japanese or otherwise, fail or experience severe liquidity or solvency problems.

There can be no assurance as to the accuracy of the information about, or the sufficiency of the collateral the Nomura Group uses in managing, its credit risk

The Nomura Group regularly reviews its credit exposure to specific clients or counterparties and to specific countries and regions that it believes may present credit concerns. Default risk, however, may arise from events or circumstances that are difficult to detect, such as account-rigging and fraud. The Nomura Group may also fail to receive full information with respect to the risks of a counterparty. In addition, in cases where the Nomura Group has extended credit against collateral, it may fall into a deficiency in value in the collateral if sudden declines in market values reduce the value of its collateral.

The Nomura Group's clients and counterparties may be unable to perform their obligations to the Nomura Group as a result of political or economic conditions

Country, regional and political risks are components of credit risk, as well as market risk. Political or economic pressures in a country or region, including those arising from local market disruptions or currency crises, may adversely affect the ability of clients or counterparties located in that country or region to obtain credit or foreign exchange, and therefore to perform their obligations owed to the Nomura Group.

The financial services industry faces intense competition

The Nomura Group's businesses are intensely competitive, and are expected to remain so. The Nomura Group competes on the basis of a number of factors, including transaction execution capability, its products and services, innovation, reputation and price. The Nomura Group has experienced intense price competition, particularly in brokerage, investment banking and other businesses.

Competition with commercial banks, commercial bank-owned securities subsidiaries and non-Japanese firms in the Japanese market is increasing

Since the late 1990s, the financial services sector in Japan has been undergoing deregulation. In accordance with the amendments to the Securities and Exchange Law of Japan (which has been renamed as the Financial Instruments and Exchange Act of Japan (**FIEA**) since 30 September 2007), effective from 1 December 2004, banks and certain other financial institutions became able to enter into the securities brokerage business. In addition, in accordance with the amendments to the FIEA effective from 1 June 2009, firewalls between commercial banks and securities firms were deregulated. Therefore, as the Nomura Group's competitors will be able to cooperate more closely with their affiliated commercial banks, banks and other types of financial services firms can compete with the Nomura Group to a greater degree than they could before deregulation in the areas of financing and investment trusts. Among others, securities subsidiaries of commercial banks and non-Japanese firms have been affecting the Nomura Group's market shares in the sales and trading, investment banking and retail businesses.

Increased consolidation, business alliance and cooperation in the financial services industry mean increased competition for the Nomura Group

There has been substantial consolidation and convergence among companies in the financial services industry. In particular, a number of large commercial banks and other broad-based financial services firms have established or acquired broker-dealers or have consolidated with other financial institutions. Recently, these other securities companies and commercial banks have developed their business linkage and have the ability to offer a wide range of products, including loans, deposit-taking, insurance, brokerage, asset management and investment banking services within their group, which may enhance their competitive position compared with the Nomura Group. They also have the ability to supplement their investment banking and brokerage businesses with commercial banking and other financial services revenues in an effort to gain market share. In addition, alliances regardless of the existing groups are seen. These financial groups will further enhance their synergies between commercial banks and securities companies, and

eventually improve their profitability. The Nomura Group's market shares may decrease if these large consolidated firms expand their businesses.

The Nomura Group's global business strategies may not result in the anticipated outcome due to competition with other financial services firms in international markets and the failure to realise the full benefit of management resource reallocation

The Nomura Group continues to believe there are significant opportunities in the international markets, but there is also significant competition associated with such opportunities. In order to take advantage of these opportunities, the Nomura Group will have to compete successfully with financial services firms based in important non-Japanese markets, including the U.S., Europe and Asia. Given the competitive environment, as a means to bolster the Nomura Group's international operations, the Nomura Group acquired certain Lehman Brothers operations in Europe, the Middle East and Asia in 2008 and it has invested significant management resources to rebuild and expand its operations in these regions and the U.S. After the acquisition, however, the global economy started to slow down, and both regulation and supervision have tightened around the world. In light of this challenging business environment, the Nomura Group has endeavoured to reallocate its management resources to optimise its global operations and thereby improve its profitability. However, failure to realise the full benefits of these efforts may adversely affect the Nomura Group's global businesses, financial condition and results of operations.

The Nomura Group's business is subject to substantial legal, regulatory and reputational risks

Substantial legal liability or a significant regulatory action against the Nomura Group could have a material financial effect on the Nomura Group or cause reputational harm to it, which in turn could adversely affect its business prospects, financial condition and results of operations. Also, material changes in regulations applicable to the Nomura Group or to its market could adversely affect its business.

The Nomura Group's exposure to legal liability is significant

The Nomura Group faces significant legal risks in its businesses. These risks include liability under securities or other laws in connection with securities underwriting and offering transactions, liability arising from the purchase or sale of any securities or other financial products, disputes over the terms and conditions of complex trading arrangements or the validity of contracts for the Nomura Group's transactions, and legal claims concerning its other businesses.

During a prolonged market downturn or upon the occurrence of an event that adversely affects the market, the Nomura Group would expect claims against it to increase. The Nomura Group may also face significant litigation. The cost of defending such litigation may be substantial and the Nomura Group's involvement in litigation may damage its reputation. In addition, even legal transactions might be subject to adverse public reaction according to the particular details of such transactions. These risks may be difficult to assess or quantify and their existence and magnitude may remain unknown for substantial periods of time.

Extensive regulation of the Nomura Group's businesses limits its activities and may subject the Nomura Group to significant penalties and losses

The financial services industry is subject to extensive regulation. The Nomura Group is subject to regulation by governmental and self-regulatory organisations in Japan and in virtually all other jurisdictions in which it operates, and such governmental and regulatory scrutiny may increase as its operations expand or as laws change. These regulations are broadly designed to ensure the stability of financial systems and the integrity of the financial markets and financial institutions, and to protect clients and other third parties who deal with the Nomura Group, and often limit its activities, through net capital, client protection and market conduct requirements. Although the Nomura Group has policies in place to prevent violations of such laws and regulations, it may not always be able to prevent violations, and it could be fined, prohibited from engaging in some of its business activities, ordered to improve its internal governance procedures or be subject to revocation of its license to conduct business. The Nomura Group's reputation could also suffer from the adverse publicity that any administrative or judicial sanction against it may create. As a result of any such sanction, the Nomura Group may lose business opportunities for a period of time, even after the sanction is lifted, if and to the extent that its clients, especially public institutions, decide not to engage it for their financial transactions.

Tightening of regulations applicable to the financial system and financial industry could adversely affect the Nomura Group's business, financial condition and results of operations

If regulations that apply to the Nomura Group's businesses are introduced, modified or removed, the Nomura Group could be adversely affected directly or through resulting changes in market conditions. The impact of such developments could make it economically unreasonable for the Nomura Group to continue to conduct all or certain of its businesses, or could cause it to incur significant costs to adjust to such changes.

In particular, various reforms to financial regulatory frameworks, including the Dodd-Frank Wall Street Reform and Consumer Protection Act (the **Dodd-Frank Act**) in the U.S. and various proposals to strengthen financial regulation in the European Union and the United Kingdom (the **U.K.**), have been put in place. The exact details of the implementation of these proposals and its impact on the Nomura Group will depend on the final regulations as they become ultimately adopted by various governmental agencies and oversight boards.

Changes in regulations relating to accounting standards, regulatory capital adequacy ratios, liquidity ratios and leverage ratios applicable to the Nomura Group could also have a material adverse effect on its business, financial condition and results of operations. For example, in March 2012, the Japanese Financial Services Agency (the **FSA**) published the revised Capital Adequacy Notice on Final Designated Parent Company in order to respond to the Basel III measures announced by the Basel Committee on Banking Supervision (the **Basel Committee**), and beginning on 31 March 2013, the amended Notice has been gradually phased in. The full implementation of such new measures may decrease the Nomura Group's capital adequacy ratio calculated pursuant to such new measures below the levels at the end of March 2013. In addition to the Basel III measures, implementation of new regulations or strengthening of existing regulations have been determined or are under consideration by international organizations such as the G-20, the Financial Stability Board (the **FSB**), the International Organization of Securities Commissions (**IOSCO**) and the Basel Committee, or governmental and self-regulatory organisations in Japan and in virtually all other jurisdictions in which the Nomura Group operates. These changes in regulations, if they are applied to the Nomura Group, may require it to liquidate financial instruments and other assets, raise additional capital or otherwise restrict its business activities in a manner that could increase its funding costs or could otherwise adversely affect its operating or financing activities or the interests of its shareholders. Furthermore, the FSB and the Basel Committee have announced that they will annually update the list of global systemically important banks (**G-SIBs**) identified by financial regulators and additional regulatory capital requirements imposed on those G-SIBs. Additionally, G20 Finance Ministers and Central Bank Governors requested the FSB and the Basel Committee to expand the G-SIB framework to domestic systemically important banks (**D-SIBs**), and in October 2012, the Basel Committee developed and published a set of principles on the assessment methodology and higher loss absorbency requirements for D-SIBs. In addition, the FSB and IOSCO have published assessment methodologies for identifying Non-bank Non-insurer Global Systemically Important Financial Institutions (**NBNI G-SIFIs**), for public consultation. The costs and impact on the Nomura Group as described above may further increase if it is identified as a G-SIB, a D-SIB or a NBNI G-SIFI in the future.

Deferred tax assets may be impacted due to a change in business condition or in laws and regulations, resulting in an adverse effect on the Nomura Group's operating results and financial condition.

The Nomura Group recognises deferred tax assets on its consolidated balance sheets as a possible benefit of tax relief in the future. If the Nomura Group experiences or foresees a deteriorating business condition, a tax reform (such as a reduction of the corporate tax rate) or a change in accounting standards in the future, it may reduce the deferred tax assets then recognised in its consolidated balance sheets. This could adversely affect its operating results and financial condition.

Misconduct or fraud by an employee, director or officer, or any third party, could occur, and the Nomura Group's reputation in the market and its relationships with clients could be harmed

The Nomura Group faces the risk that misconduct by an employee, director or officer, or any third party, could occur which may adversely affect its business. Misconduct by an employee, director or officer can include, for example, entering into transactions in excess of authorised limits, acceptance of risks that exceed the Nomura Group's limits, or concealment of unauthorised or unsuccessful activities. The misconduct could

also involve the improper use or disclosure of the Nomura Group's or its clients' confidential information, such as insider trading, the disclosure of material non-public information and the recommendation of trades based on material non-public information, which could result in regulatory sanctions, legal liability and serious reputational or financial damage to it.

In August 2012, NSC, NHI's subsidiary, received a business improvement order from the FSA with respect to flaws recognised in connection with the management of entity-related information for public stock offerings. In response to the order, NSC, as of December 2013, has implemented and completed a series of improvement measures and is working to enhance and strengthen its information management structure to prevent similar incidents from occurring in the future.

Although the Nomura Group has precautions in place to detect and prevent any such misconduct, the measures it implements may not be effective in all cases, and it may not always be able to detect or deter misconduct by an employee, director or officer. If any administrative or judicial sanction is issued against the Nomura Group as a result of such misconduct, it may lose business opportunities for a period of time, even after the sanction is lifted, if and to the extent that the Nomura Group's clients, especially public institutions, decide not to engage the Nomura Group for their financial transactions.

Third parties may also engage in fraudulent activities, including devising a fraudulent scheme to induce the Nomura Group's investment, loans, guarantee or any other form of financial commitment, both direct and indirect. Because of the broad range of businesses that Nomura Group engages in and the large number of third parties with whom the Nomura Group deals in its day-to-day business operations, such fraud or any other misconduct may be difficult to prevent or detect.

The Nomura Group may not be able to recover the financial losses caused by such activities and its reputation may also be damaged by such activities.

A failure to identify and address conflicts of interest appropriately could adversely affect the Nomura Group's businesses

The Nomura Group is a global financial institution providing a wide range of products and services to a diverse group of clients, including individuals, corporations, other financial institutions and governmental institutions. As such, the Nomura Group faces potential conflicts of interest in the ordinary course of its business. Conflicts of interests can occur when the Nomura Group's services to a particular client conflict or compete, or are perceived to conflict or compete, with its own interests. In addition, where non-public information is not appropriately restricted or shared within the firm, with regard to the many transactions within the Nomura Group, conflicts of interest can also occur where a group company transaction and/or a transaction with another client conflicts or competes with, or is perceived to conflict or compete with, a transaction with a particular client. While the Nomura Group has extensive internal procedures and controls designed to identify and address conflicts of interest, a failure, or a perceived failure, to identify, disclose and appropriately address conflicts could adversely affect its reputation and the willingness of current or potential clients to do business with it. In addition, conflicts of interest could give rise to regulatory actions or litigation.

The Nomura Group's business is subject to various operational risks

Operational risk is the risk of loss resulting from inadequate or failed internal processes, people, and systems or from external events. It excludes strategic risk (the risk of loss as a result of poor strategic business decisions), but includes the risk of breach of legal and regulatory requirements, and the risk of damage to Nomura's reputation if caused by an operational risk. Types of operational risk may include the following, each of which could result in financial losses, disruption in the Nomura Group's business, litigation from third parties, regulatory/supervisory actions, restrictions or penalties, and/or damage to its reputation:

- failure to execute, confirm or settle securities transactions,
- failure by the Nomura Group's officers or employees to perform proper administrative activities prescribed in its regular procedures, such as placing erroneous orders to securities exchanges,

- the destruction of or damage to the Nomura Group's facilities or systems, or other impairment of its ability to conduct business, arising from the impacts of disasters or acts of terrorism which are beyond its anticipation and the scope of its contingency plan,
- the disruption of the Nomura Group's business due to pandemic diseases or illnesses or
- suspension or malfunction of internal or third party systems, or unauthorised access, misuse, computer viruses and cyber-attacks affecting such systems.

The Nomura Group's businesses rely on the secure processing, storage, transmission and reception of confidential and proprietary information in its computer systems. Although the Nomura Group continues to monitor and updates its security system, it recognises the increasing risk from the continuously evolving nature of cyber threats. As cyber security threats become more sophisticated, the Nomura Group may be required to expend significant additional resources to modify its systems, and if any of its protective measures are not adequate, it is possible that such attacks may lead to significant breaches in the future.

Unauthorised disclosure of personal information held by the Nomura Group may adversely affect its business

The Nomura Group keeps and manages personal information obtained from clients in connection with its business. In recent years, there have been many reported cases of personal information and records in the possession of corporations and institutions being improperly accessed or disclosed.

Although the Nomura Group exercises care in protecting the confidentiality of personal information and takes steps to safeguard such information in compliance with applicable laws, rules and regulations, if any material unauthorised disclosure of personal information does occur, its business could be adversely affected in a number of ways. For example, the Nomura Group could be subject to complaints and lawsuits for damages from clients if they are adversely affected as a result of the release of their personal information. In addition, the Nomura Group could incur additional expenses associated with changing its security systems, either voluntarily or in response to administrative guidance or other regulatory initiatives, or in connection with public relations campaigns designed to prevent or mitigate damage to its corporate or brand image or reputation. Any damage to the Nomura Group's reputation caused by such unauthorised disclosure could lead to a decline in new clients and/or a loss of existing clients, as well as to increased costs and expenses in dealing with any such problems.

NHI is a holding company and depends on payments from subsidiaries

NHI heavily depends on dividends, distributions and other payments from subsidiaries to make payments on NHI's obligations. Regulatory and other legal restrictions, such as those under the Companies Act of Japan (the **Companies Act**), may limit NHI's ability to transfer funds freely, either to or from NHI's subsidiaries. In particular, many of NHI's subsidiaries, including NHI's broker-dealer subsidiaries, are subject to laws and regulations, including regulatory capital requirements, that authorise regulatory bodies to block or reduce the flow of funds to the parent holding company, or that prohibit such transfers altogether in certain circumstances. For example, NSC, Nomura Securities International, Inc., Nomura International plc and Nomura International (Hong Kong) Limited, the Nomura Group's main broker-dealer subsidiaries, are subject to regulatory capital requirements that could limit the transfer of funds to NHI. These laws and regulations may hinder NHI's ability to access funds needed to make payments on NHI's obligations.

The Nomura Group may not be able to realise gains it expects, and may even suffer losses, on its private equity investments

The Nomura Group engages in private equity businesses in and outside of Japan through certain consolidated subsidiaries. A decline in the fair values of the Nomura Group's investment positions, which could arise from deteriorating business performance of investee companies or any deterioration in the market conditions of these sectors, may cause material losses to it. Further, the Nomura Group's inability to dispose of its private equity investments at the level and time it may wish could have a material impact on its operating results and financial condition.

The Nomura Group may not be able to realise gains it expects, and may even suffer losses, on its investments in equity securities and non-trading debt securities

The Nomura Group holds substantial investments in equity securities and non-trading debt securities. Under U.S. GAAP, depending on market conditions, the Nomura Group may recognise significant unrealised gains or losses on its investments in equity securities and debt securities, which would have a substantial impact on its consolidated statements of income. Depending on the conditions of the markets, the Nomura Group may not be able to dispose of these equity securities and debt securities when it would like to do so, as quickly as it may wish or at the desired values.

Equity investments in affiliates and other investees accounted for under the equity method in the Nomura Group's consolidated financial statements may decline significantly over a period of time and result in it incurring an impairment loss

The Nomura Group has affiliates and investees accounted for under the equity method in its consolidated financial statements and whose shares are publicly traded. Under U.S. GAAP, if there is a decline in the fair value, i.e., the market price, of the shares it holds in such affiliates over a period of time, and it determines that the decline is other-than-temporary, then it records an impairment loss for the applicable fiscal period.

The Nomura Group may face an outflow of clients' assets due to losses of cash reserve funds or bonds it offered

The Nomura Group offers many types of products to meet various needs of its clients with different risk profiles. Cash reserve funds, such as money management funds and money reserve funds, are categorised as low-risk products. Such cash reserve funds may fall below par value as a result of losses caused by the rise of interest rates or the withdrawals or defaults on bonds contained in the portfolio. In addition, bonds that the Nomura Group offers may default or experience delays in their obligation to pay interest and/or principal. Such losses in the products it offers may result in the loss of client confidence and lead to an outflow of client assets from its custody.

ANNEX 3

DESCRIPTION OF THE GUARANTOR

The following section applies to both Exempt Securities and Non-Exempt Securities.

INTRODUCTION

Nomura Holdings, Inc. (**NHI**), with Corporation Number 0100-01-034881, is a holding company of a financial services group in Japan and has global operations.

NHI (previously known as The Nomura Securities Co., Ltd.) was incorporated in Japan on 25 December 1925 under the Commercial Code of Japan when the securities division of The Osaka Nomura Bank, Ltd. became a separate entity specialising in the trading and distribution of debt securities in Japan. The registered head office of NHI is located at 9-1, Nihonbashi 1-chome, Chuo-ku, Tokyo 103-8645, Japan, and the telephone number is +81-3-5255-1000. NHI's constitutional documents (i.e., Articles of Incorporation) in effect as at the date of this Base Prospectus are dated 27 November 1925, as most recently amended on 28 June 2011. Further, NHI's commercial registration is up to date as at the date of this Base Prospectus.

NHI's business purpose is, according to Article 2 of NHI's Articles of Incorporation, by means of holding shares, to control and manage the business activities of domestic companies which engage in the following businesses and the business activities of foreign companies which engage in the business equivalent to the following businesses: (1) financial instruments business prescribed in the Financial Instruments and Exchange Law; (2) banking business prescribed in the Banking Law and trust business prescribed in the Trust Business Law; (3) any other financial services and any business incidental or related to such financial services; and (4) other than as prescribed in the items above, any other business ancillary or related to survey and research in connection with the economy, financial or capital markets, or infrastructure or undertaking the outsourcing thereto. NHI may conduct any other business incidental to its business activities described in this paragraph.

HISTORY

NHI was the first Japanese securities company to develop its business internationally with the opening in 1927 of a representative office in New York. In Japan, NHI broadened the scope of its business when it began trading in equity securities in 1938 and when it organised the first investment trust in Japan in 1941.

On 1 October 2001, NHI adopted a holding company structure. In connection with this reorganisation, NHI changed its name from "The Nomura Securities Co., Ltd." to "Nomura Holdings, Inc." NHI continues to be listed on the Tokyo Stock Exchange, Inc. and other stock exchanges on which it was previously listed. A wholly-owned subsidiary of NHI assumed its securities business and is named "Nomura Securities Co., Ltd."

NHI has proactively engaged in establishing a governance framework to ensure transparency in its management. Among other endeavours, when NHI adopted a holding company structure and was listed on the New York Stock Exchange (the **NYSE**) in 2001, NHI installed Outside Directors. In addition, in June 2003, NHI further strengthened and increased the transparency of its oversight functions by adopting the Committee System, a system in which management oversight and business execution functions are clearly separated.

What started out as a U.S. subprime loan crisis in the summer of 2007 became a global financial crisis with effects spreading to the broader economy. This created an extraordinarily challenging business environment for NHI. In dealing with these troubled assets, NHI reassessed the parts of its business that are not fully focused on clients. NHI was quick to review, reduce, and exit non-client businesses and illiquid positions such as commercial mortgages. As a result, NHI emerged from the financial crisis with one of the cleanest balance sheets among global players. To pave the way for future growth, NHI acquired and integrated the operations of Lehman Brothers in Asia Pacific, Europe and the Middle East.

At the end of March 2013 Japan became one of the first countries to implement Basel III. Ahead of the introduction of the new regulations, NHI reallocated resources to concentrate management resources on businesses where NHI can manifest its strengths.

CURRENT BUSINESS STRATEGY, MARKET TRENDS AND ACTIVITIES OF THE GUARANTOR

The Nomura Group is one of the leading financial services groups in Japan and has global operations. The Nomura Group operates offices in countries and regions worldwide including Japan, the United States, the United Kingdom, Singapore and Hong Kong SAR through its subsidiaries.

The Nomura Group competes globally with other brokers and dealers, investment banking firms, commercial banks, investment advisers and other financial services firms. It also faces competition on regional, product and niche bases from local firms. In Japan as its principal market, the Nomura Group competes with other Japanese and non-Japanese securities companies and other financial institutions. Competition has become more intense due to deregulation in the Japanese financial industry since the late 1990s and the increased presence of global securities companies and other financial institutions. In particular, major global firms have increased their presence in securities underwriting, corporate advisory services (particularly, mergers and acquisitions (M&A) advisory) and secondary securities sales and trading.

The Nomura Group's clients include individuals, corporations, financial institutions, governments and governmental agencies.

The Nomura Group's business consists of Retail, Asset Management and Wholesale divisions. In its Retail segment, the Nomura Group provides investment consultation services mainly to individual clients in Japan. In its Asset Management segment, the Nomura Group develops and manages investment trusts, and provides investment advisory services. In its Wholesale segment, the Nomura group is engaged in the sales and trading of debt and equity securities, derivatives, and currencies on a global basis to various institutions, provides investment banking services such as the underwriting of debt and equity securities as well as mergers and acquisitions and financial advice and invests in private equity businesses and seeks to maximise returns on these investments by increasing the corporate value of investee companies.

There are no recent events particular to NHI which are to a material extent relevant to an evaluation of NHI's solvency and no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on NHI's prospects for at least the current financial year.

MATERIAL INVESTMENTS AND PRINCIPAL FUTURE INVESTMENTS

As at the date of this Base Prospectus, NHI has made no material investments since the date of its last published financial statements and there are no principal future investments on which NHI's management bodies have already made firm commitments.

CAPITALISATION AND INDEBTEDNESS OF NHI

The following table sets forth, on a U.S. GAAP basis, the consolidated capitalisation and indebtedness of NHI as of 31 March 2013 and 2014:

	31 March <u>2013</u> (Millions of Yen)	<u>2014</u>
Short-term borrowings	738,445	602,131
Long-term borrowings	7,592,368	8,227,063
NHI Shareholders' equity:		
Common stock	594,493	594,493
Authorised – 6,000,000,000 shares as of 31 March 2013 and 2014		
Issued – 3,822,562,601 shares as of 31 March 2013 and 2014		
Outstanding – 3,710,960,252 shares as of 31 March 2013 and 3,717,630,462 shares as of 31 March 2014		
Additional paid-in capital	691,264	683,638
Retained earnings	1,136,523	1,287,003

	31 March	
	<u>2013</u>	<u>2014</u>
	(Millions of Yen)	
Accumulated other comprehensive income (loss)	(57,395)	20,636
Total NHI shareholders' equity before treasury stock	2,364,885	2,585,770
Common stock held in treasury, at cost –111,602,349 shares as of 31 March 2013 and 104,932,139 shares as of 31 March 2014	(70,514)	(72,090)
Total NHI shareholders' equity	2,294,371	2,513,680
Non-controlling interests	24,612	39,533
Total equity	2,318,983	2,553,213
Total capitalisation and indebtedness	<u>10,649,796</u>	<u>11,382,407</u>

NHI enters into various guarantee arrangements in the form of standby letters of credit and other guarantees with third parties. The amount of potential future payments under these guarantee contracts outstanding was ¥9,084 million as of 31 March 2013 and ¥11,509 million as of 31 March 2014.

SELECTED HISTORICAL FINANCIAL INFORMATION FOR NHI

The financial summary set forth below as at and for the years ended 31 March 2013 and 31 March 2014 and the three months ended 30 June 2014 has been derived from the audited consolidated financial statements of NHI as at and for the years ended 31 March 2013 and 31 March 2014 and the unaudited financial highlights of NHI for the three months ended 30 June 2014. This information should be read in conjunction with, and is qualified by reference to, (i) the consolidated financial statements of NHI and notes thereon prepared in accordance with U.S. GAAP for the years ended 31 March 2013 and 31 March 2014 and (ii) the unaudited financial highlights of NHI for the three months ended 30 June 2014, respectively, and the accounting policies adopted in respect thereof:

Consolidated balance sheets of NHI as at 31 March 2013 and 2014 and 30 June 2014.

	31 March		30 June
	<u>2013</u>	<u>2014</u>	<u>2014</u>
	(Millions of Yen)		
Total assets	37,942,439	43,520,314	43,930,988
Total equity	2,318,983	2,553,213	2,513,674
Total liabilities	35,623,456	40,967,101	41,417,314

Consolidated statements of income of NHI for the years ended 31 March 2013 and 31 March 2014 and the three months ended 30 June 2013 and 30 June 2014:

	31 March		30 June	
	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>
	(Millions of Yen)		(Millions of Yen)	
Total revenue	2,079,943	1,831,844	505,270	462,154
Interest expense	266,312	274,774	73,949	91,316
Net revenue	1,813,631	1,557,070	431,321	370,838
Total non-interest expenses	1,575,901	1,195,456	318,102	319,164
Income before income taxes	237,730	361,614	113,219	51,674

	31 March		30 June	
	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>
	(Millions of Yen)		(Millions of Yen)	
Income tax expense	132,039	145,165	46,956	30,397
Net income	105,691	216,449	66,263	21,277
Net income attributable to NHI shareholders	107,234	213,591	65,894	19,860
Return on equity	4.9% ⁽¹⁾	8.9% ⁽¹⁾	11.3% ⁽²⁾	3.2% ⁽²⁾

⁽¹⁾ Calculated as net income attributable to NHI shareholders divided by total NHI shareholders' equity.

⁽²⁾ Calculated as net income attributable to NHI shareholders divided by total NHI shareholders' equity (annualized).

The annual financial statements of NHI for the financial years ended 31 March 2013 and 2014 have been audited by Ernst & Young ShinNihon LLC of Hibiya Kokusai Building, 2-3 Uchisaiwaicho 2-chome, Chiyoda-ku, Tokyo 100-0011, and contain an opinion from Ernst & Young ShinNihon LLC. None of the information in this Base Prospectus has been separately audited.

Ernst & Young ShinNihon LLC is an independent registered public accounting firm and a member of the Japanese Institute of Certified Public Accountants.

NHI complies with the Japanese corporate governance regime and applicable capital adequacy requirements.

MANAGEMENT OF NHI

The Directors of NHI as at the date of this Base Prospectus are as follows (together with details of their principal directorships and other corporate offices held outside of NHI):

Director	Nobuyuki Koga	Director and Chairman of the Board of Directors of Nomura Securities Co., Ltd.
Chairman of the Board of Directors		Representative Director and President of Kanagawa Kaihatsu Kanko Co., Ltd.
Director	Koji Nagai	Director and President of Nomura Securities Co., Ltd.
Director	Atsushi Yoshikawa	Director and Representative Executive Officer of Nomura Securities Co., Ltd.
		Chairman of Nomura Holding America Inc.
Director	Hiroyuki Suzuki	Outside Director of The Nomura Trust and Banking Co., Ltd.
		Outside Director of Nomura Asset Management Co., Ltd.
Director	David Benson	Director of Nomura Europe Holdings, plc
		Director of Nomura International plc
Outside Director	Masahiro Sakane	Councillor of Komatsu Ltd.
		Outside Director of Tokyo Electron Limited

		Outside Director of ASAHI GLASS Co., Ltd.
		Outside Director of Takeda Pharmaceutical Company Limited
		Outside Director of Nomura Securities Co., Ltd.
Outside Director	Takao Kusakari	Corporate Advisor of NYK Line
		Outside Director of Nomura Securities Co., Ltd.
Outside Director	Tsuguoki Fujinuma	Outside Statutory Auditor of Sumitomo Corporation
		Outside Statutory Auditor of Takeda Pharmaceutical Company Limited
		Outside Director of Sumitomo Life Insurance Company
		Outside Statutory Auditor of Seven & i Holdings Co., Ltd.
		Outside Director of Nomura Securities Co., Ltd.
Outside Director	Toshinori Kanemoto	Of-Counsel of City-Yuwa Partners
		Outside Statutory Auditor of JX Holdings, Inc.
		Outside Director of Nomura Securities Co., Ltd.
Outside Director	Dame Clara Furse	Non-Executive Director of Amadeus IT Holding, S.A.
		Non-Executive Director of UK Department for Work and Pensions
		External Member of the Bank of England's Financial Policy Committee
Outside Director	Michael Lim Choo San	Chairman of the Land Transport Authority of Singapore
		Independent Director of Olam International Limited
		Director of Nomura Asia Holding N.V.
		Non-Executive Chairman of Nomura Singapore Ltd.

The business address of each Director is 9-1, Nihonbashi 1-chome Chuo-ku, Tokyo, Japan.

Among the above listed Directors, Masahiro Sakane, Takao Kusakari, Tsuguoki Fujinuma, Toshinori Kanemoto, Dame Clara Furse, and Michael Lim Choo San satisfy the requirements of an "outside director" under the Companies Act of Japan (the **Companies Act**). The Companies Act defines an outside director of a company as a non-executive director (i) who has never assumed the position of executive director, executive

officer, manager or employee of the company or its subsidiaries and (ii) who does not currently assume the position of executive director, executive officer, manager or employee of the company or its subsidiaries.

The following persons are the board committee chairmen, committee members and the Executive Officers of NHI as at the date of this Base Prospectus.

Board Committee Chairmen and Members

1. Nomination Committee

Chairman Nobuyuki Koga
Masahiro Sakane
Takao Kusakari

2. Audit Committee

Chairman Tsuguoki Fujinuma
Toshinori Kanemoto
Hiroyuki Suzuki

3. Compensation Committee

Chairman Nobuyuki Koga
Masahiro Sakane
Takao Kusakari

Executive Officers of NHI

The Executive Officers of NHI as at the date of this Base Prospectus are as follows:

Representative Executive Officer and Group CEO	Koji Nagai
Representative Executive Officer and Group COO	Atsushi Yoshikawa
Executive Managing Director and Wholesale CEO	Tetsu Ozaki
Executive Managing Director and Retail CEO	Toshio Morita
Executive Managing Director and Asset Management CEO	Kunio Watanabe
Executive Managing Director and Chief of Staff	Shoichi Nagamatsu
Executive Managing Director and Chief Financial Officer	Shigesuke Kashiwagi

The business address of each Executive Officer is 9-1, Nihonbashi 1-chome Chuo-ku, Tokyo, Japan.

Information Concerning NHI's Directors

The Companies Act states that a company which adopts the committee-based corporate governance system (**Committee System**) must establish three committees; a nomination committee, an audit committee and a compensation committee. The members of each committee are chosen from the company's directors, and the majority of the members of each committee must be outside directors. Under the Committee System, the board of directors is entitled to establish the basic management policy for the company, has decision-making authority over certain prescribed matters, and supervises the execution by the executive officers of their duties. Executive officers and representative executive officers appointed by a resolution adopted by the board of directors manage the business affairs of the company, based on a delegation of authority by the board of directors.

NHI adopted the Committee System by amending its Articles of Incorporation by way of a special resolution adopted at NHI's Annual Meeting of Shareholders held on 26 June 2003. Through the Committee System, NHI aims to strengthen management oversight, increase the transparency of its management and expedite the

decision-making process within the Nomura Group. An outline of NHI's Board of Directors, Nomination Committee, Audit Committee and Compensation Committee is provided below.

Board of Directors

NHI's Board of Directors consists of Directors who are elected at a general meeting of shareholders, and NHI's Articles of Incorporation provide that the number of Directors shall not exceed 20. The term of office of each Director expires upon the conclusion of the ordinary general meeting of shareholders with respect to the last fiscal year ending within one year after their appointment. Directors may serve any number of consecutive terms. From among its members, NHI's Board of Directors elects the Chairman. NHI's Board of Directors met 10 times during the fiscal year ended 31 March 2014. As a group, NHI's Directors attended approximately 98 per cent. of the total number of meetings of NHI's Board of Directors during the year. NHI's Board of Directors has the authority to determine NHI's basic management policy and supervise the execution by the Executive Officers of their duties. Although the Board of Directors also has the authority to make decisions with regard to NHI's business, most of this authority has been delegated to the Executive Officers by a resolution adopted by the Board of Directors.

Compensation Committee

NHI's Compensation Committee, in accordance with NHI's Regulations of the Compensation Committee, determines NHI's policy with respect to the determination of the details of each Director and Executive Officer's compensation. The Compensation Committee also determines the details of each Director and Executive Officer's actual compensation. The Compensation Committee met three times during the fiscal year ended 31 March 2014. As a group, the member Directors attended 100% of the total number of meetings of the Compensation Committee during the year. As of 25 June 2014, the members of the Compensation Committee are Nobuyuki Koga, Masahiro Sakane and Takao Kusakari. Nobuyuki Koga is the Chairman of this Committee.

Nomination Committee

NHI's Nomination Committee, in accordance with NHI's Regulations of the Nomination Committee, determines the details of any proposals concerning the election and dismissal of Directors to be submitted to general meetings of shareholders by the Board of Directors. NHI's Nomination Committee met three times during the fiscal year ended 31 March 2014. As a group, the member Directors attended 100% of the total number of meetings of the Nomination Committee during the year. As of 25 June 2014, the members of the Nomination Committee are Nobuyuki Koga, Masahiro Sakane and Takao Kusakari. Nobuyuki Koga is the Chairman of this committee.

Audit Committee

NHI's Audit Committee, in accordance with NHI's Regulations of the Audit Committee, (i) audits the execution by the Directors and the Executive Officers of their duties and the preparation of audit reports and (ii) determines the details of proposals concerning the election, dismissal or non-reappointment of the accounting auditor to be submitted to general meetings of shareholders by the Board of Directors. With respect to financial reporting, the Audit Committee has the statutory duty to examine financial statements and business reports to be prepared by Executive Officers designated by the Board of Directors and is authorised to report its opinion to the ordinary general meeting of shareholders.

The Audit Committee met 18 times during the fiscal year ended 31 March 2014. As a group, the member Directors attended 100% of the total number of meetings of the Audit Committee during the year. As of 25 June 2014, the members of the Audit Committee are Tsuguoki Fujinuma, Toshinori Kanemoto and Hiroyuki Suzuki. Tsuguoki Fujinuma is the Chairman of this Committee.

Limitation of Liabilities of Outside Directors

NHI has entered into agreements to limit Companies Act Article 423 Paragraph 1 liability for damages (limitation of liability agreements) with each of the following Outside Directors: Masahiro Sakane, Takao Kusakari, Tsuguoki Fujinuma, Toshinori Kanemoto, Dame Clara Furse, and Michael Lim Choo San. Liability under each such agreement is limited to either ¥20 million or the amount prescribed by laws and regulations, whichever is greater.

Information Concerning NHI's Executive Officers

NHI's Executive Officers are appointed by the Board of Directors, and NHI's Articles of Incorporation provide that the number of Executive Officers shall not exceed 45. The term of office of each Executive Officer expires upon the conclusion of the first meeting of the Board of Directors convened after the ordinary general meeting of shareholders for the last fiscal year ending within one year after each Executive Officer's assumption of office. Executive Officers may serve any number of consecutive terms. Executive Officers have the authority to determine matters delegated to them by resolutions adopted by the Board of Directors and to execute business activities.

Share Ownership

The following table shows the number of shares owned by NHI's Directors and Executive Officers as at 31 May 2014. As of that date, none of them owned 1 per cent. or more of NHI's issued and outstanding shares. None of the shares referred to below have different voting rights.

Directors

Name	Number of Shares
Nobuyuki Koga	212,343
Koji Nagai	136,700
Atsushi Yoshikawa	166,684
Hiroyuki Suzuki	76,472
David Benson	-
Masahiro Sakane	30,000
Takao Kusakari	-
Tsuguoki Fujinuma	28,448
Toshinori Kanemoto	-
Dame Clara Furse	-
Michael Lim Choo San	-
Total	650,647

Executive Officers

Name	Number of Shares
Koji Nagai	See above
Atsushi Yoshikawa	See above
Tetsu Ozaki	54,400
Toshio Morita	108,377
Kunio Watanabe	28,262
Shoichi Nagamatsu	103,432
Shigesuke Kashiwagi	20,000
Total	314,471

There are no actual or potential conflicts of interest between any duties owed to NHI by the Directors, Executive Officers, the members of the Compensation Committee, the Nomination Committee and the Audit Committee and their private interests and/or other duties.

PRINCIPAL SHAREHOLDERS AND SHARE CAPITAL

NHI understands that there is no major shareholder who owns more than 5% of NHI's outstanding common stock on the register of shareholders as of 31 March 2014.

To its knowledge, NHI is not directly or indirectly owned or controlled by another corporation, by any government or by any other natural or legal person severally or jointly. NHI knows of no arrangements the

operation of which may at a later time result in a change of control of Nomura. Also as of 31 March 2014, there were 255 Nomura shareholders of record with addresses in the U.S., and those U.S. holders held 394,571,362 shares of NHI's common stock, representing 10.3% of Nomura's then outstanding common stock. As of 31 March 2014, there were 44,659,127 ADSs outstanding, representing 44,659,127 shares of NHI's common stock or 1.2% of Nomura's then outstanding common stock. NHI's major shareholders above do not have different voting rights.

Dividends paid by NHI for the past 5 years:

2010	-	JPY 8.00 per share
2011	-	JPY 8.00 per share
2012	-	JPY 6.00 per share
2013	-	JPY 8.00 per share
2014	-	JPY 17.00 per share