OFFERING CIRCULAR

SAXO BANK A/S

EUR 2,000,000,000

Senior Note and Subordinated Note Programme

Under this EUR 2,000,000,000 Senior Note and Subordinated Note Programme (the "**Programme**"), Saxo Bank A/S (the "**Issuer**") may from time to time issue notes (the "**Notes**"). Notes may be (i) senior notes ("**Senior Notes**") or (ii) dated subordinated notes (in Danish: *kapitalbeviser*) ("**Subordinated Notes**"), as indicated in the relevant Pricing Supplement (as defined below). Notes may be denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not at any time exceed EUR 2,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "Overview of the Programme" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Offering Circular to the "**relevant Dealer**" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

This offering circular (the "**Offering Circular**") has not been approved as a prospectus for the purposes of the Prospectus Directive. When used in this Offering Circular, "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in a relevant Member State of the European Economic Area. This Offering Circular has been approved as "Listing Particulars" by the Irish Stock Exchange plc (the "**Irish Stock Exchange**"). Application has been made to the Irish Stock Exchange for the Notes issued under the Programme to be admitted to the Irish Stock Exchange's Official List and trading on the Global Exchange Market of the Irish Stock Exchange (the "**Global Exchange Market**") for a period of 12 months from the date of this Offering Circular. This Offering Circular constitutes "Listing Particulars" for the purposes of the admission of the Notes to the Irish Stock Exchange's Official List and to trading on the Global Exchange Market and, for such purposes, does not constitute a "prospectus" for the purposes of the Prospectus Directive. The Global Exchange Market is not a regulated market for the purposes of Directive 2004/39/EC (the "**Markets in Financial Instruments Directive**").

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or market(s) as may be agreed between the Issuer and the relevant Dealer and as specified in the relevant pricing supplement document (the "**Pricing Supplement**"). Notes which are neither listed nor admitted to trading on any stock exchange or market may also be issued. However, this Offering Circular has not been approved as a base prospectus for the purposes of the Prospectus Directive and, accordingly, no offer to the public may be made and no admission to trading may be applied for on any market in the European Economic Area designated as a regulated market, in each case for the purposes of the Prospectus Directive. Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under "Terms and Conditions of the Notes") of Notes will be set out in the relevant Pricing

Supplement which with respect to Notes to be admitted to the Official List and to trading on the Global Exchange Market, will be delivered to the Irish Stock Exchange on or before the date of issue of the Notes of such Tranche.

An investment in Notes issued under the Programme involves certain risks. Prospective purchasers of Notes should ensure that they understand the nature of the relevant Notes and the extent of their exposure to risks and that they consider the suitability of the relevant Notes as an investment in the light of their own circumstances and financial condition. For a discussion of these risks see "Risk Factors" below.

Arranger

BNP PARIBAS

Dealers

BNP PARIBAS **SAXO BANK A/S**

The date of this Offering Circular is 21 June 2016

IMPORTANT INFORMATION

This Offering Circular does not constitute a "prospectus" for the purposes of the Prospectus Directive. Notes may only be issued under this Programme in circumstances where no prospectus is required to be published under the Prospectus Directive (see the "Subscription and Sale" section of this Offering Circular).

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

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

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger or the Dealers as to the accuracy or completeness of the information contained or incorporated in this Offering Circular or any other information provided by the Issuer in connection with the Programme or the issue or sale of Notes under the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Offering Circular or any other information provided by the Issuer in connection with the Programme or the issue or sale of Notes under the Programme.

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

Notes issued under the Programme to be admitted to the Irish Stock Exchange's Official List and trading on the Global Exchange Market will, because of their nature, normally be bought and traded by a limited number of investors who are particularly knowledgeable in investment matters.

Neither this Offering Circular nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Offering Circular or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Offering Circular nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS OFFERING CIRCULAR AND OFFERS OF NOTES GENERALLY

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. Neither the Issuer nor any of the Dealers represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or any of the Dealers which is intended to permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, the United Kingdom and Denmark, see "Subscription and Sale".

This Offering Circular has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**") must be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer of Notes in that Relevant Member State may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

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

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

PRESENTATION OF INFORMATION

In this Offering Circular, references to websites or a uniform resource locator (a "**URL**") are inactive textual references and are included for information purposes only. The contents of any such website or URL shall not form part of, or be deemed to be incorporated into, this Offering Circular.

All references in this Offering Circular to "**Danish Kroner**" or "**DKK**" are to the currency of Denmark and all references to "**EUR**" or "**euro**" are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as

amended, of those members of the European Union which are participating in the European economic and monetary union.

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IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF NOTES, THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN THE RELEVANT PRICING SUPPLEMENT MAY OVER ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF A STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN AT ANY TIME AFTER THE ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF NOTES. SUCH STABILISING OR OVER ALLOTMENT SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND RULES.

OVERVIEW OF THE PROGRAMME

The following description of key features of the Programme does not purport to be complete and is qualified in its entirety by the remainder of this Offering Circular. Words and expressions defined in "Overview of Form of the Notes" or "Terms and Conditions of the Notes" below or elsewhere in this Offering Circular shall have the same meanings in this description of key features of the Programme. References to a numbered "Condition" shall be to the relevant Condition in the Terms and Conditions of the Notes.

Issuer:	Saxo Bank A/S.
Arranger:	BNP Paribas.
Dealers:	BNP Paribas and Saxo Bank A/S.
Fiscal Agent:	BNP Paribas Securities Services, Luxembourg Branch
Irish Listing Agent:	BNP Paribas Securities Services, Luxembourg Branch
Listing and Admission to Trading:	Application has been made for Notes issued under the Programme to be admitted to the Official List of the Irish Stock Exchange and to trading on the Global Exchange Market. The Global Exchange Market is not a regulated market for the purposes of the Markets in Financial Instruments Directive. Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or market(s) as may be agreed between the Issuer and the relevant Dealer (other than in respect of an admission to trading on any market in the European Economic Area which has been designated as a regulated market for the purposes of the Prospectus Directive). Notes which are neither listed nor admitted to trading on any stock exchange or market may also be issued. The relevant Pricing Supplement will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchange(s) and/or market(s).
Programme Size:	Up to EUR 2,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Issuance in Series:	Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date, the amount of the first payment of interest (if any) and/or the issue price thereof may be different in respect of different Tranches.
Pricing Supplement:	Each Tranche of Notes will be the subject of the relevant Pricing Supplement which, for the purposes of that Tranche only, completes and/or amends and/or replaces the Terms and Conditions of the Notes. Each Pricing Supplement must be read in conjunction with this Offering Circular. The terms and conditions applicable to any particular Tranche of Notes are the Terms and Conditions of the Notes as completed and/or amended and/or replaced by the relevant Pricing Supplement.
Form of the Notes:	Notes may be issued in bearer form, as described in "Overview of Form

	of the Notes" below.
Clearing Systems:	Euroclear, Clearstream, Luxembourg and/or, in relation to any Tranche of Notes, any other clearing system as may be specified in Part B of the relevant Pricing Supplement.
Currencies:	Notes may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in and/or linked to any currency or currencies other than the currency in which such Notes are denominated.
Status of the Notes:	The Issuer may issue Senior Notes or Subordinated Notes, as specified in the relevant Pricing Supplement. The Senior Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, present and future, save for certain mandatory exceptions provided by law, including those required under the Danish Act on Recovery and Resolution of certain Financial Businesses. The Subordinated Notes (in Danish: "*kapitalbeviser*") will be eligible, on issue, to constitute Tier 2 Capital of the Issuer. The Subordinated Notes will constitute direct, unsecured and subordinated debt obligations of the Issuer, and will at all times rank: (i) *pari passu* without any preference among themselves; (ii) *pari passu* with (a) any obligations or capital instruments of the Issuer which constitute Tier 2 Capital and (b) any other obligations or capital instruments of the Issuer that rank or are expressed to rank equally with the Subordinated Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; (iii) senior to holders of the Issuer's ordinary shares and any other obligations or capital instruments that rank or are expressed to rank junior to the Subordinated Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and (iv) junior to present or future claims of (a) depositors of the Issuer, (b) other unsubordinated creditors of the Issuer and (c) subordinated creditors of the Issuer other than the present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Notes.
Issue Price:	Notes may be issued at any price on a fully paid basis only.
Maturities:	Any maturity date, subject, in relation to specific currencies, to

	compliance with all applicable legal and/or regulatory and/or central bank requirements.
Redemption:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed at their Final Redemption Amount on the relevant maturity date.
Optional Redemption:	Notes may be redeemed before their stated maturity at the option of the Issuer (either in whole or in part) and/or the Holders to the extent (if at all) specified in the relevant Pricing Supplement but subject, in the case of Subordinated Notes, to the provisions of Condition 8.10 (*Conditions to redemption etc. prior to Maturity Date*).
Tax Redemption:	Early redemption will be permitted at the option of the Issuer for tax reasons as described in Condition 8.2 (*Early redemption for tax reasons*) and subject, in the case of Subordinated Notes, to the provisions of Condition 8.10 (*Conditions to redemption etc. prior to Maturity Date*).
Redemption upon the occurrence of a Capital Event:	In the case of Subordinated Notes and subject to the provisions of Condition 8.10 (*Conditions to redemption etc. prior to Maturity Date*), early redemption will be permitted at the option of the Issuer upon the occurrence of a Capital Event as described in Condition 8.3 (*Early redemption upon the occurrence of a Capital Event*).
Interest:	Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate and the method of calculating interest may vary between the issue date and the maturity date (if any) of the relevant Series. Subordinated Notes may also have reset provisions pursuant to which the relevant Notes will, in respect of an initial period, bear interest at an initial fixed rate of interest specified in the relevant Pricing Supplement. Thereafter, the fixed rate of interest will be reset on one or more date(s) by reference to a mid-market swap rate for the relevant Specified Currency, and for a period equal to the Reset Period, as adjusted for any applicable margin, in each case as may be specified in the relevant Pricing Supplement.
Denominations:	The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be EUR 100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).
Negative Pledge:	None.
Cross-Acceleration:	The terms of the Notes will contain a cross-acceleration provision as further described in Condition 11 (*Events of Default*).
Enforcement Events in relation to Subordinated Notes:	In relation to Subordinated Notes, there will be enforcement events relating only to non-payment (allowing a Holder to institute proceedings in Denmark in order to recover the amounts due from the Issuer to such Holder) and the liquidation or bankruptcy of the Issuer, provided that a Holder may not itself file for the liquidation or bankruptcy of the Issuer.

Meetings of Holders and Modifications:	The Notes contain provisions for calling meetings of Holders of a Series to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders of such Series including Holders of such Series who did not attend and vote at the relevant meeting and Holders of such Series who voted in a manner contrary to the majority. The Issuer may also, subject to Condition 8.10 (*Conditions to redemption etc. prior to Maturity Date*) in the case of Subordinated Notes, make any modification to the relevant Series of Notes which is not prejudicial to the interests of the Holders of such Series without the consent of the Holders of such Series. Any such modification shall be binding on the Holders of such Series.
Taxation:	All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Denmark or any political subdivision therein or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall, save in certain limited circumstances provided in Condition 10 (*Taxation*), be required to pay such additional amounts as will result in receipt by the Holders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required.
Governing Law:	The Notes will be governed by, and construed in accordance with, English law, except for Condition 4.2 (*Status of the Subordinated Notes*), Condition 8.2 (*Early redemption for tax reasons: Subordinated Notes*), Condition 8.3 (*Early redemption upon the occurrence of a Capital Event*) and Condition 12 (*Enforcement Events*) which shall be governed by, and construed in accordance with, Danish law.
Enforcement of the Notes in Global Form:	In the case of Global Notes, individual investors' rights against the Issuer will be governed by a Deed of Covenant dated 21 June 2016, a copy of which will be available for inspection at the specified office of the Fiscal Agent.
Ratings:	Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the relevant Pricing Supplement and will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the United States, the United Kingdom and Denmark and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see "Subscription and Sale".
United States Selling Restrictions:	Regulation S, Category 2. TEFRA C or D/TEFRA not applicable, as specified in the relevant Pricing Supplement.

RISK FACTORS

Prospective investors should read the entire Offering Circular and reach their own views prior to making any investment decision.

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

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other reasons which may not be considered significant risks by the Issuer based on information currently available to it and which it may not currently be able to anticipate.

The following is a general discussion of certain risks typically associated with the Issuer and the acquisition and ownership of the Notes. In particular, it does not consider an investor's specific knowledge and/or understanding about risks typically associated with the Issuer and the acquisition and ownership of the Notes, whether obtained through experience, training or otherwise, or the lack of such specific knowledge and/or understanding, or circumstances that may apply to a particular investor.

Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Offering Circular have the same meanings in this section, unless otherwise stated. References to a numbered "Condition" shall be to the relevant Condition in the Terms and Conditions of the Notes.

FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER NOTES ISSUED UNDER THE PROGRAMME

Risks relating to the Issuer

The Group is exposed to a number of risks, the categories of which are credit risk, market risk, liquidity risk, and operational risk

The Group is exposed to a number of risks, which it manages at different organisational levels. The categories of risk are as follows:

- Credit risk: Credit risk is the risk of losses arising because debtors or counterparties fail to meet all or part of their payment obligations.

- Counterparty credit risk: Counterparty credit risk is the risk stemming from losses sustained by the counterparty on a derivative transaction. Counterparty credit risk includes losses caused by price gaps, meaning that there is no market liquidity to support trading at a price level close to the most recently traded level.

- Market risk: Market risk is defined as the risk of losses because the fair value of financial assets, liabilities and off-balance-sheet items varies with market conditions.

- Liquidity risk: Liquidity risk is the risk of losses arising because:

    - funding costs become excessive;

    - a lack of funding prevents the Group from maintaining its current business model; or

- a lack of funding prevents the Group from fulfilling its payment obligations.

- Operational risk: Operational risk is the risk of losses resulting from inadequate internal procedures, human or system errors, or external events. Operational risk includes legal risk and compliance risk.

- Business and Other risk: The risk of a direct or an indirect loss, or damaged reputation as a result of changes in external circumstances, events or due to risks being only partially captured under the other risk categories.

Regulatory changes could materially affect the Issuer's business

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

The European Market Infrastructure Regulation ("**EMIR**") is expected to impose certain requirements with regard to margin (taking effect potentially from 2016 and onwards) and on clearing with respect to certain standardised OTC derivatives.

A final draft regulatory technical standard on risk mitigation techniques including margin requirements is issued by European Supervisory Authorities (EBA, EIOPA and ESMA) in March 2016. According to this final draft regulatory technical standard the margin requirements will be phased in during the coming years where the implementation date is individual based on the extent of the institution's derivatives trading.

Changes in the Markets in Financial Instruments Directive ("**MiFID II**"), which was adopted by the European Council and European Parliament in January 2014, are required to be transposed into the national legislation of each of the EU Member States and come into force on 3 January 2018, together with the Regulation on Markets in Financial Instruments ("**MiFIR**") (Regulation No. 600/2014/EU). MiFID II and MiFIR include provisions regarding trading in certain standardised OTC products, enhanced investor protection and transparency regulation, which are all key issues to the Issuer.

The fourth Directive on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing ("**AMLD IV**"), and Regulation on information accompanying transfers of funds, was adopted by the European Council and European Parliament on 20 May 2015. Member States have two years to transpose the new rules which will be applicable from 26 June 2017. Tax crimes have been added as a predicate offence and domestic politically exposed persons are now covered by the directive, which broadens the scope of the directive. The regulation adds information on the payee to the information that has to follow a transaction.

In addition the Group may be affected by change in local regulation in countries where the Group have subsidiaries.

The Issuer faces increased capital and liquidity requirements as a result of the Basel III Framework *and forthcoming revisions to this framework ("Basel IV")*

The Regulation No. 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms (the "**CRR**") and Directive (2013/36/EU) of the European Parliament and of the Council on access to the activity of credit institutions and prudential supervision of credit institutions and investment firms (the "**CRD IV Directive**") were adopted in June 2013. The CRR entered into force on 1 January 2014, whereas the CRD IV Directive was implemented in Denmark in March 2014.

The framework implemented, among other things, the Basel Committee on Banking Supervision's proposals imposing stricter capital and liquidity requirements upon banks ("**Basel III**") in the EU. Each of the CRR and the CRD IV Directive covers a wide range of prudent requirements for banks across EU member states, including capital requirements, stricter and aligned definitions of capital, risk-exposure amounts, leverage ratio, large exposure framework and liquidity and funding requirements. The CRD IV Directive covers the overall supervisory framework for banks (including the individual risk assessment) and other measures such as the combined capital buffer requirements, governance and remuneration requirements. As a consequence of the European Banking Authority's (the "**EBA**") on-going development of regulatory technical standards and related best practice guidelines, the Group is subject to the risk of possible interpretational changes.

In January 2016, the Basel Committee endorsed the new market risk framework including a revised standardised approach with a closer calibration to the internal model approach. The revised standardised approach is more advanced than the standard model currently used by the Group. The revised market risk framework is planned to come into effect on 1 January 2019. The expected implementation in EU regulation may have an impact on the Group's future capital requirements.

In addition the Basel Committee have issued consulting documents regarding revision of the Standardised Approach for credit risk, revision of the Operational Risk Approach, revision of the Standardised Approach for counterparty credit risk and revision of the Credit Valuation Adjustment Framework. Issue of final approaches and the expected following implementation in EU regulation may have an impact on the Group's future capital requirements.

In addition the Group may be affected by change in local capital and liquidity regulation in countries where the Group have financial subsidiaries.

The Notes may be subject to write-down or conversion into equity

On 2 July 2014, Directive 2014/59/EU providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the "**BRRD**") entered into force. The BRRD is designed to provide authorities with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system.

The BRRD provides that it will be applied by Member States from 1 January 2015, except for the general bail-in tool (see below) which applies from 1 January 2016. The BRRD was transposed into Danish law and entered into force as of 1 June 2015.

The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest: (i) sale of business - which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms; (ii) bridge institution - which enables resolution authorities to transfer all or part of the business of the firm to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control); (iii) asset separation - which enables resolution authorities to transfer impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and (iv) bail-in - which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured debt claims (including the Subordinated Notes) to equity (the "**general bail-in tool**"), which equity could also be subject to any future cancellation, transfer or dilution.

The BRRD also provides for a Member State as a last resort, after having assessed and exploited the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide

extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework.

An institution will be considered as failing or likely to fail when: it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances).

In addition to the general bail-in tool, the BRRD provides for resolution authorities to have the further power to permanently write-down or convert into equity capital instruments such as the Notes at the point of non-viability and before any other resolution action is taken ("**non-viability loss absorption**"). Any shares issued to holders of the Notes upon any such conversion into equity may also be subject to any future cancellation, transfer or dilution.

For the purposes of the application of any non-viability loss absorption measure, the point of non-viability under the BRRD is the point at which the relevant authority determines that the institution meets the conditions for resolution (but no resolution action has yet been taken) or that the institution will no longer be viable unless the relevant capital instruments (such as the Notes) are written-down or converted or extraordinary public support is to be provided and without such support the appropriate authority determines that the institution would no longer be viable.

Under the BRRD, resolution authorities are vested with broader powers to implement other resolution measures with respect to distressed banks, which may include, without limitation, the replacement or substitution of the bank as obligor in respect of debt instruments, modifications to the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments) and discontinuing the listing and admission to trading of financial instruments.

With the implementation of the BRRD, European banks are required to have bail in-able resources in order to fulfil the Minimum Requirement for Eligible Liabilities ("**MREL**"). There is no minimum EU-wide level of MREL. Each resolution authority is required to make a separate determination of the appropriate MREL requirement for each resolution group within its jurisdiction, depending on the resolvability, risk profile, systemic importance and other characteristics of each institution. The requirement for Danish institutions is expected to be based on the EBA methodology. This may require that Danish banks are to issue debt that can be bailed in. If an institution does not fulfil the MREL requirement, the relevant authority may withdraw its banking license.

The powers set out in the BRRD will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. The BRRD has resulted in changes to the insolvency hierarchy in Denmark as certain deposits are granted priority ranking in an insolvency hierarchy. The BRRD establishes a preference within the ordinary insolvency hierarchy, firstly for insured depositors and, secondly, for all other deposits of individuals and micro, small and medium-sized enterprises held in EEA or non-EEA branches of an EEA bank exceeding the thresholds in respect of deposit guarantee schemes. Such deposits rank ahead of all other unsecured senior creditors of the Issuer in the insolvency hierarchy. The insolvency hierarchy may be changed in the future.

The exercise of any power under the BRRD or any suggestion of such exercise could have a material adverse effect on the rights of Holders, the price or value of their investment in any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes. The implementation of the BRRD in Denmark provides for certain limited safeguard measures for creditors under specific conditions as the objective is that they are not to incur greater losses than they would have incurred if the relevant financial institution had been wound up under normal insolvency proceedings, however, if the powers under the BRRD are exercised this may affect such safeguard measures. The determination that all or a part of the principal amount of the Notes will be

subject to bail-in is likely to be inherently unpredictable and may depend on a number of factors which may be outside of the Group's control. The application of the general bail-in tool with respect to the Notes may result in the write-down or cancellation of all, or a portion of, the principal amount of, or outstanding amount payable in respect of, and/or interest on, the Notes and/or the conversion of all, or a portion, of the principal amount of, or outstanding amount payable in respect of, or interest on, the Notes into shares or other securities or other obligations of the bank or another person, including by means of an amendment to the terms of the Notes. Accordingly, potential investors in the Notes should consider the risk that the general bail-in tool may be applied in such a manner as to result in Holders losing all or a part of the value of their investment in the Notes or receiving a different security than the Notes, which may be worth significantly less than the Notes and which may have significantly fewer protections than those typically afforded to debt securities. Furthermore, the general bail-in tool may be applied by the relevant resolution authority without providing any advance notice to the Holders.

The powers set out in the BRRD will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. The Holders may be subject to write-down or conversion into equity on any application of the general bail-in tool and non-viability loss absorption, which may result in such holders losing some or all of their investment. The exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of Holders, the price or value of their investment in any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes.

The Group may have to pay additional amounts under deposit guarantee schemes or resolution funds

In Denmark and other jurisdictions, deposit guarantee schemes and similar funds ("**Deposit Guarantee Schemes**") have been implemented from which compensation for deposits may become payable to customers of financial services firms in the event a financial services firm is unable to pay, or unlikely to pay, claims against it. In material jurisdictions in which the Group operates, these Deposit Guarantee Schemes are funded, directly or indirectly, by financial services firms which operate and/or are licensed in the relevant jurisdiction. The future target level of funds to be accumulated in Deposit Guarantee Schemes and resolution funds across different EU countries may exceed the minimum target levels provided for in the BRRD, Directive 2014/49/EC (the "**revised Deposit Guarantee Schemes Directive**") and in Regulation 2014/806/EC of the European Parliament and of the Council establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation 1093/2010/EC (the "**SRM**") (the latter of which will be relevant for Danish credit institutions should Denmark choose to participate in the Single Resolution Mechanism). The BRRD as well as the revised Deposit Guarantee Schemes Directive has been transposed into Danish legislation. Danish credit institutions participating in the Danish deposit guarantee scheme are required to contribute to the deposit guarantee fund. In addition, Danish credit institutions are required to contribute to the Danish resolution fund which can be used in connection with the exercise of the powers set out in the BRRD. The resolution fund is targeted to reach 1 per cent. of covered deposits by 2024.

In addition, the Group may be required to pay to other funds in other countries where the Group operates.

The Group may be affected by general economic and geopolitical conditions

The financial services industry generally prospers in conditions of economic growth, stable geopolitical conditions, capital markets that are transparent, liquid and buoyant, and positive investor sentiment. Each of the Group's operating segments is affected by general economic and geopolitical conditions, which can cause the Group's results of operations and financial position to fluctuate from year to year as well as on a long-term basis.

Risks related to the market generally

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

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell its Notes

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

If an investor holds Notes which are not denominated in the investor's home currency, it will be exposed to movements in exchange rates adversely affecting the value of its holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes

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

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal as measured in the Investor's Currency.

The value of Fixed Rate Notes may be adversely affected by movements in market interest rates

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

In addition, a holder of securities with a fixed interest rate that will be periodically reset during the term of the relevant securities, such as Notes to which the reset provisions apply, is also exposed to the risk of fluctuating interest rate levels and uncertain interest income.

Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes and may be lowered, withdrawn or not maintained

One or more independent credit rating agencies may assign credit ratings to the Notes and/or the Issuer. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes or the standing of the Issuer.

The expected rating(s), if any, of the Notes will be set out in the relevant Pricing Supplement for each Tranche of Notes. Any rating agency may lower its rating or withdraw its rating if, in the sole judgment of

the rating agency, the credit quality of the Notes has declined or is in question. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

There is no guarantee that any rating of the Notes and/or the Issuer will be maintained by the Issuer following the date of this Offering Circular. If any rating assigned to the Notes and/or the Issuer is revised lower, suspended, withdrawn or not maintained by the Issuer, the market value of the Notes may be reduced.

The Issuer is exposed to changing methodology by rating agencies

The Issuer is exposed to changes in the rating methodologies applied by rating agencies. Any adverse changes of such methodologies may materially and adversely affect the Issuer's operations or financial condition, the Issuer's willingness or ability to leave individual transactions outstanding and adversely affect the Issuer's capital market standing.

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

The Notes may not be a suitable investment for all investors

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

(i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement to this Offering Circular;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the currency in which such potential investor's financial activities are principally denominated;

(iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to the investor's overall portfolio. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the assistance of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Risks related to the structure of a particular issue of Notes

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

The claims of Holders in respect of Subordinated Notes are subordinated

The Issuer may issue Subordinated Notes which will constitute direct, unsecured and subordinated debt obligations of the Issuer as described in Condition 4.2 (*Status – Subordinated Notes*).

The Issuer may issue other obligations or capital instruments that rank or are expressed to rank senior to the Subordinated Notes or *pari passu* with the Subordinated Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer. In the event of a liquidation or bankruptcy of the Issuer, the Issuer will be required to pay its depositors, its unsubordinated creditors and its other subordinated creditors other than the present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Notes in full before it can make any payments on the Subordinated Notes. If this occurs, the Issuer may not have enough assets remaining after these payments are made to pay amounts due under the Subordinated Notes. In addition, in the event of a liquidation or bankruptcy of the Issuer, to the extent the Issuer has assets remaining after paying its creditors who rank senior to the Subordinated Notes, payments relating to other obligations or capital instruments of the Issuer that rank or are expressed to rank *pari passu* with the Subordinated Notes may, if there are insufficient assets to satisfy the claims of all of the Issuer's *pari passu* creditors, further reduce the assets available to pay amounts due under the Subordinated Notes on a liquidation or bankruptcy of the Issuer.

There are limited enforcement events in relation to Subordinated Notes

Each Series of Subordinated Notes will contain limited enforcement events relating to:

(i) non-payment by the Issuer of any amounts due under the relevant Series of Subordinated Notes. In such circumstances, as described in more detail in Condition 12 (*Enforcement Events*) and subject as provided below, a Holder of Subordinated Notes may institute proceedings in Denmark in order to recover the amounts due from the Issuer to such Holder; and

(ii) the liquidation or bankruptcy of the Issuer. In such circumstances, as described in more detail in Condition 12 (*Enforcement Events*), the relevant Series of Subordinated Notes will become due and payable at their Outstanding Principal Amounts, together with accrued interest thereon.

Even if the Issuer cannot meet its obligations regarding capital raised as hybrid core capital or subordinated loan capital, the Issuer will not be considered insolvent. Accordingly, a Holder of Subordinated Notes may not itself file for the liquidation or bankruptcy of the Issuer.

If proceedings with respect to the liquidation or bankruptcy of the Issuer should occur, the Holders of the relevant Series of Subordinated Notes would be required to pursue their claims on such Notes in proceedings with respect to the Issuer in Denmark. In addition, to the extent that the Holders are entitled to any recovery with respect to such Notes in any such Danish bankruptcy proceedings, such Holders would be entitled to a recovery in Danish Kroner or, as the case may be, other currencies, which would be based on the relevant conversion rate in effect on the date the Issuer entered into such liquidation or bankruptcy proceedings.

If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return

A Series of Notes may include certain optional redemption features. For example, in the case of Subordinated Notes, subject as provided herein, including Condition 8.10 (*Conditions to redemption etc. prior to Maturity Date*), the Issuer may, at its option, redeem all (but not some only) of a Series of Subordinated Notes at their Outstanding Principal Amounts, together with accrued interest thereon, upon the occurrence of a Tax Event or a Capital Event. Any such optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of

such Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

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

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates.

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

Risks related to Notes generally

Because the Global Notes are held by or on behalf of Euroclear and/or Clearstream, Luxembourg, as the case may be, investors will have to rely on the clearing system procedures for transfer, payment and communication with the Issuer.

Notes issued under the Programme may be represented by one or more Global Notes. Global Notes will be deposited with a common depositary or common safekeeper, as the case may be, for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive Definitive Notes. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes. While the Notes are in global form, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg, as the case may be.

While the Notes are in global form, the Issuer will discharge its payment obligations under the Notes by making payments (i) to a common depositary (for Notes which are Classic Global Notes) or (ii) to a common safekeeper (for Notes which are New Global Notes). A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and/or Clearstream, Luxembourg, as the case may be, to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in such a Global Note.

The Terms and Conditions of the Notes contain provisions which may permit their modification without the consent of all investors

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

In addition, the Issuer may, subject to Condition 8.10 (*Conditions to redemption etc. prior to Maturity Date*), make any modification to the Notes, the Terms and Conditions of the Notes, the Agency Agreement and/or the Deed of Covenant which is not prejudicial to the interests of the Holders without the consent of the Holders. Any such modification shall be binding on the Holders.

Change of Law

The Terms and Conditions of the Notes will be governed by the laws of England, except for Condition 4.2 (*Status of the Subordinated Notes*), Condition 8.2 (*Early redemption for tax reasons: Subordinated Notes*),

Condition 8.3 (*Early redemption upon the occurrence of a Capital Event*) and Condition 12 (*Enforcement Events*) which shall be governed by, and construed in accordance with, Danish law. No assurance can be given as to the impact of any possible judicial decision or change to the laws of England or Denmark or administrative practice after the date of this Offering Circular.

Foreign Account Tax Compliance Act withholding may affect payments on the Notes

Whilst the Notes are in global form and held within Euroclear and Clearstream, Luxembourg (together, the "**ICSDs**"), in all but the most remote circumstances, it is not expected that the new reporting regime and potential withholding tax imposed by sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("**FATCA**") will affect the amount of any payment received by the ICSDs (see "Taxation – Foreign Account Tax Compliance Act"). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. The Issuer's obligations under the Notes are discharged once it has made payment to, or to the order of, the common depositary or common safekeeper for the ICSDs (as bearer of the Notes), and the Issuer has therefore no responsibility for any amount thereafter transmitted through the ICSDs and custodians or intermediaries. Further, foreign financial institutions in a jurisdiction which has entered into an intergovernmental agreement with the United States (an "**IGA**") are generally not expected to be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments they make.

Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued

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

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

Interests of the Dealers

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

The recognition as eligible collateral for the Eurosystem and intra-day credit operations by the Eurosystem of New Global Notes is dependent upon satisfaction of the Eurosystem eligibility criteria at the relevant time

Although, in the case of Notes which are Senior Notes, the New Global Note form has been introduced to allow for the possibility of Notes being issued and held in a manner which will permit them to be recognised as eligible collateral for monetary policy of the central banking system for the Eurosystem and intra-day

credit operations by the Eurosystem either upon issue or at any or all times during their life, in any particular case such recognition will depend upon satisfaction of the Eurosystem eligibility criteria at the relevant time.

DOCUMENTS INCORPORATED BY REFERENCE

The:

(i) consolidated annual financial statements of the Group set out in the Annual Reports of the Group for the financial years ended 31 December 2015 and 31 December 2014 (respectively, the "**Annual Report 2015**" and the "**Annual Report 2014**", and together, the "**Annual Reports**"); and

(ii) unconsolidated annual financial statements of the Issuer set out in the Annual Reports,

shall be deemed to be incorporated in, and to form part of, this Offering Circular.

The financial statements in the Annual Reports have been audited.

The sources of the financial statements (including the auditors' reports thereon and notes thereto) in the Annual Reports incorporated by reference herein are as follows:

Information	*Source*
Income Statement for the Group for the year ended 31 December 2015	Annual Report 2015 pg. 40
Statement of Comprehensive Income for the Group for the year ended 31 December 2015	Annual Report 2015 pg. 41
Statement of Financial Position for the Group for the year ended 31 December 2015	Annual Report 2015 pgs. 42-43
Statement of Capital Base for the Group for the year ended 31 December 2015	Annual Report 2015 pg. 46
Cash Flow Statement for the Group for the year ended 31 December 2015	Annual Report 2015 pg. 47
Notes to the Financial Statements for the Group for the year ended 31 December 2015	Annual Report 2015 pgs. 48-110
Statement by the Management for the Group for the year ended 31 December 2015	Annual Report 2015 pg. 133
Auditors' Reports for the Group for the year ended 31 December 2015	Annual Report 2015 pgs. 134-135
Income Statement for the Issuer for the year ended 31 December 2015	Annual Report 2015 pg. 112
Statement of Comprehensive Income for the Issuer for the year ended 31 December 2015	Annual Report 2015 pg. 113
Statement of Financial Position for the Issuer for the year ended 31 December 2015	Annual Report 2015 pgs. 114-115

Information	*Source*
Statement of Capital Base for the Issuer for the year ended 31 December 2015	Annual Report 2015 pg. 118
Notes to the Financial Statements for the Issuer for the year ended 31 December 2015	Annual Report 2015 pgs. 119-132
Statement by the Management for the Issuer for the year ended 31 December 2015	Annual Report 2015 pg. 133
Auditors' Reports for the Issuer for the year ended 31 December 2015	Annual Report 2015 pgs. 134-135
Income Statement for the Group for the year ended 31 December 2014	Annual Report 2014 pg. 42
Statement of Comprehensive Income for the Group for the year ended 31 December 2014	Annual Report 2014 pg. 43
Statement of Financial Position for the Group for the year ended 31 December 2014	Annual Report 2014 pgs. 44-45
Statement of Capital Base for the Group for the year ended 31 December 2014	Annual Report 2014 pgs. 48
Cash Flow Statement for the Group for the year ended 31 December 2014	Annual Report 2014 pg. 49
Notes to the Financial Statements for the Group for the year ended 31 December 2014	Annual Report 2014 pgs. 50-112
Statement by the Management for the Group for the year ended 31 December 2014	Annual Report 2014 pg. 135
Auditors' Reports for the Group for the year ended 31 December 2014	Annual Report 2014 pgs. 136-137
Income Statement for the Issuer for the year ended 31 December 2014	Annual Report 2014 pg. 114
Statement of Comprehensive Income for the Issuer for the year ended 31 December 2014	Annual Report 2014 pg. 115
Statement of Financial Position for the Issuer for the year ended 31 December 2014	Annual Report 2014 pgs. 116-117
Statement of Capital Base for the Issuer for the year ended 31 December 2014	Annual Report 2014 pg. 120
Notes to the Financial Statements for the Issuer for the year ended 31 December 2014	Annual Report 2014 pgs. 121-134

Information	*Source*
Statement by the Management for the Issuer for the year ended 31 December 2014	Annual Report 2014 pg. 135
Auditors' Reports for the Issuer for the year ended 31 December 2014	Annual Report 2014 pgs. 136-137

The Annual Report 2015 incorporated by reference herein can be viewed online at http://storage.saxoworld.com/financial/saxo-bank-annual-report-2015.pdf.

The Annual Report 2014 incorporated by reference herein can be viewed online at http://storage.saxobank.com/documents/saxo-bank-annual-report-2014.pdf.

This Offering Circular is available for viewing at *www.ise.ie*.

OVERVIEW OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Words and expressions defined in "Terms and Conditions of the Notes" herein shall have the same meanings in this "Overview of Provisions relating to the Notes while in Global Form".

The Notes of each Series will be in bearer form.

Form of Notes

Each Tranche of Notes will initially be in the form of either a temporary global note (the "**Temporary Global Note**"), without interest Coupons, or a permanent global note (the "**Permanent Global Note**" and together with the Temporary Global Note, the "**Global Notes**" and each a "**Global Note**"), without interest Coupons, in each case as specified in the relevant Pricing Supplement. Each Temporary Global Note or, as the case may be, Permanent Global Note which is not intended to be issued in NGN form, as specified in the relevant Pricing Supplement, will be deposited on or around the issue date of the relevant Tranche of the Notes with a depositary or a common depositary for Euroclear and Clearstream, Luxembourg and each Global Note which is intended to be issued in NGN form, as specified in the relevant Pricing Supplement, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

If the Notes have a maturity of more than 1 year, the relevant Pricing Supplement will specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (or any successor U.S. Treasury Regulation Section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor U.S. Treasury Regulation Section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the "**TEFRA D Rules**") will apply in relation to the Notes. If the Notes do not have a maturity of more than 1 year, neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Pricing Supplement specifies the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than forty days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated and, in the case of a NGN, effectuated, to the bearer of the Temporary Global Note or (in the case of any subsequent exchange of a part of the Temporary Global Note) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

(i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent; and

(ii) in either case, receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership,

within seven days of the bearer requesting such exchange.

The principal amount of Notes represented by the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; provided, however, that in no circumstances shall the principal amount of Notes represented by the Permanent Global Note exceed the initial principal amount of Notes represented by the Temporary Global Note.

Temporary Global Note exchangeable for Definitive Notes

If the relevant Pricing Supplement specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes", then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Notes in definitive form ("**Definitive Notes**") not earlier than forty days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Pricing Supplement), in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership to the bearer of the Temporary Global Note against presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent within thirty days of the bearer requesting such exchange.

Permanent Global Note exchangeable for Definitive Notes

Interests in the Permanent Global Note will be exchangeable, in whole but not in part only and at the request of the bearer of the Permanent Global Note, for Definitive Notes, if:

(i) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of fourteen days (other than by reason of legal holidays) or announces an intention permanently to cease business or in fact does so; or

(ii) any of the circumstances described in Condition 12 (*Enforcement Events*) occurs.

Interests in the Permanent Global Note will also become exchangeable, in whole but not in part only and at the request of the Issuer, for Definitive Notes if, by reason of any change in the laws of Denmark, the Issuer will be required to make any withholding or deduction from any payment in respect of the Notes which would not be required if the Notes are in definitive form.

Definitive Notes will have attached thereto at the time of their initial delivery Coupons. Definitive Notes will also, if necessary, have attached thereto at the time of their initial delivery Talons and the expression Coupons shall, where the context so requires, include Talons.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and, if necessary, Talons attached, in an aggregate principal amount equal to the Outstanding Principal Amounts of the Notes represented by the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within thirty days of the bearer requesting such exchange.

The Permanent Global Note also provides, *inter alia*, that:

(i) if Definitive Notes have not been delivered in accordance with the terms of the Permanent Global Note by 6.00 p.m. (London time) on the thirtieth day after the day on which such Permanent Global Note becomes due to be exchanged; or

(ii) if the Permanent Global Note (or any part thereof) becomes due and payable in accordance with the Terms and Conditions or the date for final redemption of the Permanent Global Note has occurred, and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made on the due date for payment by 6.00 p.m. (London time) on such due date,

then the Permanent Global Note will become void in accordance with its terms but without prejudice to the rights conferred by the Deed of Covenant.

Terms and Conditions applicable to the Notes

The Terms and Conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the Terms and Conditions set out under "Terms and Conditions of the Notes" below and the provisions of the relevant Pricing Supplement which complete and/or amend and/or replace those Terms and Conditions.

The Terms and Conditions applicable to any Notes represented by one or more Global Notes will differ from those Terms and Conditions which would apply to the Notes were they in definitive form to the extent described in this "Overview of Form of the Notes".

Each Global Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the relevant Global Note. The following is a summary of certain of those provisions:

Payments: The Holder of a Global Note shall be the only person entitled to receive payments in respect of the Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the Holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of the Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the Holder of such Global Note. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of "**Payment Business Day**" set out in Condition 2.1 (*Definitions*).

Exercise of put option: In order to exercise the option contained in Condition 8.6 (*Redemption at the option of the Holder*) the Holder of the relevant Global Note must, within the period specified in the Terms and Conditions give written notice of such exercise to the Fiscal Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 8.4 (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the relevant Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Terms and Conditions and the Notes to be redeemed will not be selected as provided in the Terms and Conditions, but in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Notices: Notwithstanding Condition 18 (*Notices*), while all the Notes are represented by one or more Global Notes and such Global Note(s) are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, the requirement in Condition 18 (*Notices*) for a notice to be published in a leading English language daily newspaper having general circulation in Europe shall not apply and notices to Holders may instead be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system for communication by them to the persons shown in their respective records as having interests therein and, in any case, such notices shall be deemed to have been given to the Holders in accordance with Condition 18 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Legend concerning United States persons

In the case of any Tranche of Notes having a maturity of more than 1 year, Permanent Global Notes, Definitive Notes and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

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

The sections referred to in such legend provide that a United States person who holds a Note, Coupon or Talon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note, Coupon or Talon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

Clearing Systems

Any reference herein to Euroclear and/or Clearstream, Luxembourg, as the case may be, shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the Fiscal Agent and the relevant Holders.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the Terms and Conditions of the Notes which, as completed and/or amended and/or replaced by the relevant Pricing Supplement, will be endorsed on each Definitive Note issued under the Programme. The Terms and Conditions applicable to any Global Note will differ from those Terms and Conditions which would apply to a Definitive Note to the extent described under "Overview of Form of the Notes" above.

1. Introduction

1.1 *The Programme:* Saxo Bank A/S (the "**Issuer**") has established a EUR 2,000,000,000 Senior Note and Subordinated Note Programme (the "**Programme**") for the issuance of senior notes and dated subordinated notes (together, the "**Notes**").

1.2 *Pricing Supplement*: Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche of Notes is the subject of a pricing supplement (the "**Pricing Supplement**") which completes and/or amends and/or replaces these Conditions. The Terms and Conditions applicable to any particular Tranche of Notes are these Conditions as completed and/or amended and/or replaced by the relevant Pricing Supplement. In the event of any inconsistency between these Conditions and the relevant Pricing Supplement, the relevant Pricing Supplement, as applicable, shall prevail.

Where a particular Condition is applicable only to certain classes or to a particular Tranche or Series of Notes, "Notes" shall be construed in accordance with the relevant Condition.

1.3 *Issue and Paying Agency Agreement*: The Notes are the subject of an issue and paying agency agreement dated 21 June 2016 (as supplemented, amended and/or replaced from time to time, the "**Agency Agreement**") between the Issuer, BNP Paribas Securities Services, Luxembourg Branch as fiscal agent and paying agent (the "**Fiscal Agent**", which expression shall include any successor to BNP Paribas Securities Services, Luxembourg Branch in its capacity as such and together with any additional or successor paying agents appointed from time to time in accordance with the Agency Agreement, the "**Paying Agents**").

1.4 *Deed of Covenant*: The Notes have the benefit of a deed of covenant dated 21 June 2016 (as supplemented, amended and/or replaced from time to time, the "**Deed of Covenant**").

1.5 *The Notes*: All subsequent references in these Conditions to "Notes" are to the Notes which are the subject of the relevant Pricing Supplement. Copies of the relevant Pricing Supplement are available for inspection by Holders during normal business hours at the Specified Office of each of the Paying Agents. In the case of a Tranche of Notes which is not admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system, copies of the Pricing Supplement will only be available for inspection by Holders (as defined in Condition 1.6 (*Summaries*) below) or, as the case may be, Relevant Account Holders (as defined in the Deed of Covenant) in respect of, such Notes.

1.6 *Summaries*: Certain provisions of these Conditions are summaries of the Agency Agreement and the Deed of Covenant and are subject to their detailed provisions. The holders of the Notes (the "**Holders**" or "**Noteholders**", which expressions shall, where appropriate, be deemed to include holders of Notes and Couponholders (as defined below)) and the holders of the related interest coupons, if any, (the "**Couponholders**" and the "**Coupons**", respectively) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement and the Deed of Covenant applicable to them. Copies of the Agency Agreement and the Deed of Covenant are available for inspection by Holders during normal business hours at the Specified Office of each of the Paying Agents.

2. Interpretation

2.1 *Definitions*: In these Conditions the following expressions have the following meanings:

"**Accrual Yield**" has the meaning given in the relevant Pricing Supplement;

"**Applicable Business Centre(s)**" means the city or cities specified as such in the relevant Pricing Supplement;

"**Applicable Financial Centre(s)**" means the city or cities specified as such in the relevant Pricing Supplement;

"**BRRD**" means the Directive (2014/59/EU) of the European Parliament and of the Council on resolution and recovery of credit institutions and investment firms dated 15 May 2014 and published in the Official Journal of the European Union on 12 June 2014 (or, as the case may be, any provision of Danish law transposing or implementing such Directive, including (without limitation) the Danish Act on Restructuring and Resolution of certain Financial Businesses and the Danish Financial Business Act), as amended or replaced from time to time;

"**Business Day**" means:

(i) in the case of Interest Determination Dates only, where the relevant Pricing Supplement specifies a "Business Day" preceded by a city for the purposes of the Interest Determination Date(s), a day on which commercial banks and foreign exchange markets are open for general business (including dealing in foreign exchange and foreign currency deposits) in that city;

(ii) in all other cases, 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 each Applicable Business Centre; and

(iii) in the case of any sum payable in euro, a TARGET Settlement Day;

"**Business Day Convention**", in relation to any particular date, shall be as specified in the relevant Pricing Supplement and, if so specified in the relevant Pricing Supplement, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(i) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(ii) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

(iii) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(iv) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:

(a) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(b) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(c) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(v) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means the Fiscal Agent or such other Person specified in the relevant Pricing Supplement as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Pricing Supplement;

"**Calculation Amount**" has the meaning given to such term in the relevant Pricing Supplement;

"**Call Option**" has the meaning given in the relevant Pricing Supplement;

"**Capital Event**" means, if the Notes are Subordinated Notes, at any time, on or after the Issue Date of the first Tranche of a Series of such Notes, there is a change in the regulatory classification of such Notes that results or will result in:

(i) their exclusion, in whole or in part, from the regulatory capital of the Issuer and/or Group; or

(ii) reclassification, in whole or in part, as a lower quality form of regulatory capital of the Issuer and/or Group,

in each case provided that the Issuer satisfies the Relevant Regulator that the regulatory reclassification of such Notes was not reasonably foreseeable at the time of their issuance;

"**CIBOR**" means the Copenhagen interbank offered rate;

"**Code**" means the U.S. Internal Revenue Code of 1986;

"**Contractual Currency**" has the meaning given to such term in Condition 19 (*Currency Indemnity*);

"**Coupon Sheet**" means, in relation to a Note, the coupon sheet relating to the Note;

"**CRD IV**" means, as the context requires, any or any combination of the CRD IV Directive, the CRR and any CRD IV Implementing Measures;

"**CRD IV Directive**" means the Directive (2013/36/EU) of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms dated 26 June 2013 and published in the Official Journal of the European Union on 27 June 2013 (or, as the case may be, any provision of Danish law transposing or implementing such Directive, including (without limitation) the Danish Financial Business Act), as amended or replaced from time to time;

"**CRD IV Implementing Measures**" means any regulatory capital rules or regulations or other requirements, which are applicable to the Issuer and which prescribe (alone or in conjunction with any other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Issuer (on a non-consolidated or consolidated basis) to the extent required by the CRD IV Directive or the CRR, including for the avoidance of doubt any regulatory technical standards released by the European Banking Authority (or any successor or replacement thereof);

"**CRR**" means the Regulation (2013/575) of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms dated 26 June 2013 and published in the Official Journal of the European Union on 27 June 2013, as amended or replaced from time to time;

"**Danish Act on Recovery and Resolution of certain Financial Businesses**" means the Danish Act on Recovery and Resolution of certain Financial Businesses (Act No. 333 of 31 March 2015, as amended);

"**Danish Bankruptcy Act**" means the Danish Bankruptcy Act (Consolidated Act No. 11 of 6 January 2014, as amended);

"**Danish Financial Business Act**" means the Danish Financial Business Act (Consolidated Act No. 182 of 18 February 2015, as amended);

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Pricing Supplement and:

(i) if "**Actual/Actual (ICMA)**" is so specified, means:

(a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (A) the actual number of days in such Regular Period and (B) the number of Regular Periods in any year; and

(b) where the Calculation Period is longer than one Regular Period, the sum of:

(i) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (A) the actual number of days in such Regular Period and (B) the number of Regular Periods in any year; and

(ii) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (A) the actual number of days in such Regular Period and (B) the number of Regular Periods in any year;

(ii) if "**Actual/365**", "**Actual/Actual**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(iv) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(v) if "**30/360"** is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

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

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

(vi) if "**30E/360**" or "**Eurobond Basis**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

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

"**D2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30; and

(vii) if "**30E/360 (ISDA)**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

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

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

"**Designated Maturity**" means, in respect of a Series of Notes for which (i) the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable and (ii) Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Pricing Supplement, the period of time designated in the relevant Reference Rate;

"**DFSA**" means the Danish Financial Supervisory Authority (in Danish: *Finanstilsynet*);

"**Early Redemption Amount (Tax)**" means, in respect of any Senior Note, its Outstanding Principal Amount or such other amount as may be specified in, or calculated or determined in accordance with, these Conditions or the relevant Pricing Supplement;

"**Early Termination Amount**" means, in respect of any Senior Note, its Outstanding Principal Amount or such other amount as may be specified in, or calculated or determined in accordance with, these Conditions or the relevant Pricing Supplement;

"**Enforcement Events**" has the meaning given to such term in Condition 12 (*Enforcement Events*);

"**EURIBOR**" means the Eurozone interbank offered rate;

"**Events of Default**" has the meaning given to such term in Condition 11.1 (*Events of Default*);

"**Extraordinary Resolution**" has the meaning given in the Agency Agreement;

"**Final Redemption Amount**" means, in respect of any Note, its Outstanding Principal Amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Pricing Supplement;

"**First Reset Date**" means the date specified in the relevant Pricing Supplement;

"**First Reset Margin**" means the margin specified as such in the relevant Pricing Supplement;

"**First Reset Period**" means the period from (and including) the First Reset Date to (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Pricing Supplement, the Maturity Date;

"**First Reset Rate of Interest**" means, in respect of the First Reset Period and subject to Condition 5.7 (*Fallbacks*) and Condition 5.8 *(Mid-Swap Rate Conversion*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the First Reset Margin;

"**Fixed Coupon Amount**" has the meaning given in the relevant Pricing Supplement;

"**Group**" means the Issuer together with its Subsidiaries;

"**Initial Mid-Swap Rate**" has the meaning specified in the relevant Pricing Supplement;

"**Initial Rate of Interest**" has the meaning specified in the relevant Pricing Supplement;

"**Interest Amount**" means, in relation to the Calculation Amount and an Interest Period, the amount of interest payable in respect of the Calculation Amount for that Interest Period;

"**Interest Commencement Date**" means the Issue Date of the Note or such other date as may be specified as the Interest Commencement Date in the relevant Pricing Supplement;

"**Interest Determination Date**" has the meaning given in the relevant Pricing Supplement;

"**Interest Payment Date**" means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Pricing Supplement and, if a Business Day Convention is specified in the relevant Pricing Supplement:

(i) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means, unless otherwise provided in the relevant Pricing Supplement, each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"**ISDA Definitions**" means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Pricing Supplement) as published by the International Swaps and Derivatives Association, Inc.);

"**Issue Date**" has the meaning given in the relevant Pricing Supplement;

"**LIBOR**" means the London interbank offered rate;

"**Margin**" has the meaning given in the relevant Pricing Supplement;

"**Material Subsidiary**" means any Subsidiary of the Issuer:

(i) whose net profits (consolidated in the case of a Subsidiary which itself has Subsidiaries) or whose total net assets (consolidated in the case of a Subsidiary which itself has Subsidiaries) represent not less than 5 per cent. of the consolidated net profits, or, as the case may be, the consolidated total net assets of the Issuer and its Subsidiaries taken as a whole, all as calculated by reference to the latest financial statements (consolidated or, as the case may be, unconsolidated) of the Subsidiary and the then latest audited consolidated financial statements of the Issuer; provided that in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated financial statements of the Issuer relate for the purpose of applying each of the foregoing tests, the reference to the Issuer's latest audited consolidated financial statements shall be deemed to be a reference to such financial statements as if such Subsidiary had been shown in such financial statements by reference to its then latest relevant financial statements, adjusted as deemed appropriate by the Issuer's auditors for the time being after consultation with the Issuer; or

(ii) to which is transferred all or substantially all of the business, undertaking and assets of another Subsidiary which immediately prior to such transfer is a Material Subsidiary, whereupon (a) in the case of a transfer by a Material Subsidiary, the transferor Material Subsidiary shall immediately cease to be a Material Subsidiary and (b) the transferee Subsidiary shall immediately become a Material Subsidiary, provided that on or after the date on which the relevant financial statements for the financial period current at the date of such transfer are published, whether such transferor Subsidiary or such transferee Subsidiary is or is not a Material Subsidiary shall be determined pursuant to the provisions of sub-paragraph (i) above;

a report by two of the Directors of the Issuer that in their opinion (making such adjustments (if any) as they shall deem appropriate) a Subsidiary is or is not or was or was not at any particular time or during any particular period a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Issuer and the Noteholders;

"**Maturity Date**" has the meaning given in the relevant Pricing Supplement;

"**Maximum Redemption Amount**" has the meaning given in the relevant Pricing Supplement;

"**Member States**" means the member states of the European Economic Area;

"**Mid-Market Swap Rate**" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Original Mid-Swap Rate Basis (calculated on the day count basis customary for fixed rate payments in the Specified Currency as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Floating Leg Maturity (calculated on the day count basis customary for floating rate payments in the Specified Currency as determined by the Calculation Agent);

"**Mid-Market Swap Rate Quotation**" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

"**Mid-Swap Floating Leg Benchmark Rate**" means EURIBOR (if the Specified Currency is euro), LIBOR for the Specified Currency (if the Specified Currency is U.S. dollars, Pounds Sterling or Swiss Francs), CIBOR (if the Specified Currency is Danish Kroner) or (in the case of any other Specified Currency) the benchmark rate most closely connected with such Specified Currency and selected by the Calculation Agent in its discretion after consultation with the Issuer;

"**Mid-Swap Floating Leg Maturity**" has the meaning given in the relevant Pricing Supplement;

"**Mid-Swap Rate**" means, in relation to a Reset Determination Date and subject to Condition 5.7 (*Fallbacks*), either:

(i) if Single Mid-Swap Rate is specified in the relevant Pricing Supplement, the rate for swaps in the Specified Currency:

(a) with a term equal to the relevant Reset Period; and

(b) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(ii) if Mean Mid-Swap Rate is specified in the relevant Pricing Supplement, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(a) with a term equal to the relevant Reset Period; and

(b) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately the Relevant Time on such Reset Determination Date, all as determined by the Calculation Agent;

"**Minimum Redemption Amount**" has the meaning given in the relevant Pricing Supplement;

"**Optional Redemption Amount (Call)**" means, in respect of any Note, its Outstanding Principal Amount, or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Pricing Supplement;

"**Optional Redemption Amount (Put)**" means, in respect of any Note, its Outstanding Principal Amount, or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Pricing Supplement;

"**Optional Redemption Date (Call)**" has the meaning given in the relevant Pricing Supplement;

"**Optional Redemption Date (Put)**" has the meaning given in the relevant Pricing Supplement;

"**Original Mid-Swap Rate Basis**" has the meaning given in the relevant Pricing Supplement;

"**Outstanding Principal Amount**" means, in respect of a Note, its principal amount and "**Outstanding Principal Amounts**" means the sum of the Outstanding Principal Amount of each Note;

"**Participating Member State**" means a Member State of the European Communities which adopts the euro as its lawful currency in accordance with the Treaty;

"**Paying Agents**" means the Fiscal Agent and any substitute or additional paying agents appointed in accordance with the Agency Agreement;

"**Payment Business Day**" means:

(i) 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) the relevant place of presentation and (b) each Applicable Financial Centre specified in the relevant Pricing Supplement; and

(ii) in relation to any sum payable in euro, a TARGET Settlement Day;

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in a relevant Member State of the European Economic Area;

"**Put Option Notice**" means a notice, in the form available from the Specified Office of any Paying Agent which must be delivered to the Specified Office of a Paying Agent by any Holder wanting to exercise its right to require the Issuer to redeem a Note;

"**Put Option Receipt**" means a receipt issued by a Paying Agent to a depositing Holder upon deposit of a Note with such Paying Agent by any Holder wanting to exercise its right to require the Issuer to redeem a Note;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Pricing Supplement or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Pricing Supplement and shall include, *inter alia*, the Initial Rate of Interest, the First Reset Rate of Interest and the Subsequent Reset Rate of Interest, as applicable;

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Outstanding Principal Amounts, the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, these Conditions or the relevant Pricing Supplement;

"**Reference Banks**" has the meaning given in the relevant Pricing Supplement or, if none, four major banks selected by the Calculation Agent in consultation with the Issuer;

"**Reference Price**" has the meaning given in the relevant Pricing Supplement;

"**Reference Rate**" has the meaning given in the relevant Pricing Supplement;

"**Regular Period**" means:

(i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Relevant Banking Day**" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments generally in the place of presentation of the relevant Note or, as the case may be, Coupon;

"**Relevant Date**" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Applicable Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Holders in accordance with Condition 18 (*Notices*);

"**Relevant Financial Centre**" has the meaning given in the relevant Pricing Supplement;

"**Relevant Regulator**" means the DFSA and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer, as determined by the Issuer;

"**Relevant Reset Margin**" means, in respect of a Reset Period, whichever of the First Reset Margin or the Subsequent Reset Margin is applicable for the purpose of determining the Rate of Interest in respect of such Reset Period;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, the Reuter Money 3000 Service) specified as the Relevant Screen Page in the relevant Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" has the meaning given in the relevant Pricing Supplement;

"**Reset Date**" means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

"**Reset Determination Date**" means, in respect of a Reset Period, the date specified as such in the relevant Pricing Supplement;

"**Reset Period**" means the First Reset Period or a Subsequent Reset Period, as the case may be;

"**Reset Reference Banks**" means the principal office in the principal financial centre of the Specified Currency of five major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Calculation Agent in its discretion after consultation with the Issuer;

"**Second Reset Date**" means the date specified in the relevant Pricing Supplement;

"**Senior Notes**" means the Notes (i) specified as such in the relevant Pricing Supplement and (ii) having the status set out in Condition 4.1 (*Status of the Senior Notes*);

"**Special Event**" means either a Tax Event or a Capital Event;

"**Specified Currency**" has the meaning given in the relevant Pricing Supplement;

"**Specified Denomination(s)**" has the meaning given in the relevant Pricing Supplement;

"**Specified Office**" has the meaning given in the Agency Agreement;

"**Specified Period**" has the meaning given in the relevant Pricing Supplement;

"**Subordinated Notes**" means the Notes (i) specified as such in the relevant Pricing Supplement and (ii) having the status set out in Condition 4.2 (*Status of the Subordinated Notes*);

"**Subsequent Reset Date**" means the date or dates specified in the relevant Pricing Supplement;

"**Subsequent Reset Margin**" means the margin specified as such in the relevant Pricing Supplement;

"**Subsequent Reset Period**" means the period from (and including) the Second Reset Date to (but excluding) the next Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date or the Maturity Date, as the case may be;

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 5.7 (*Fallbacks*) and Condition 5.8 (*Mid-Swap Rate Conversion*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the relevant Subsequent Reset Margin;

"**Subsidiary**" means, in relation to any Person (the "**first Person**") at any particular time, any other Person (the "**second Person**"):

(i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or

(ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

"**Talon**" means a talon for further Coupons;

"**TARGET Settlement Day**" means any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET2) System ("**TARGET**"), which was launched on 19 November 2007, or any successor thereto is open for the settlement of payments in euro;

"**Tax Event**" has the meaning given to such term in Condition 8.2(B) (*Early redemption for tax reasons: Subordinated Notes*);

"**Tier 2 Capital**" means capital which is treated as a constituent of Tier 2 under CRD IV requirements by the Relevant Regulator for the purposes of the Issuer and/or, as applicable, the Group;

"**Treaty**" means the Treaty on the Functioning of the European Union, as amended; and

"**Zero Coupon Note**" means a Note specified as such in the relevant Pricing Supplement.

2.2 *Interpretation*: In these Conditions:

(i) References to "Notes" shall be deemed to include references to "Coupons", if relevant, and references to "Noteholders" or "Holders" shall be deemed to include references to "Couponholders", if relevant;

(ii) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;

(iii) in the case of Notes which have more than 27 interest payments remaining, references to Coupons shall be deemed to include references to Talons;

(iv) in the case of Notes which have fewer than 27 interest payments remaining, references to Talons are not applicable;

(v) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 9.1 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;

(vi) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 9.1 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;

(vii) references to Notes being "outstanding" shall be construed in accordance with the Agency Agreement;

(viii) if an expression is stated in Condition 2.1 (*Definitions*) to have the meaning given in the relevant Pricing Supplement, but the relevant Pricing Supplement gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Notes;

(ix) any reference to the Agency Agreement or the Deed of Covenant shall be construed as a reference to the Agency Agreement or the Deed of Covenant, as the case may be, as amended and/or supplemented up to and including the Issue Date of the first Tranche of such Notes;

(x) if the relevant Pricing Supplement specifies any Redemption Amount on a per Calculation Amount basis, the relevant Redemption Amount in respect of a Note shall be deemed to be the product of the relevant Redemption Amount per Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination;

(xi) any reference to a numbered "Condition" shall be to the relevant Condition in these Conditions; and

(xiii) any reference to any legislation, any provision thereof or to any instrument, order or regulation made thereunder shall be construed as a reference to such legislation, provision, instrument, order or regulation as the same may have been, or may from time to time be, amended, replaced or re-enacted.

3. Form, Denomination and Title

3.1 *Form of Notes*: The Notes are in bearer form. In the case of interest bearing Notes, the relevant Pricing Supplement will specify whether the Fixed Rate Note Provisions are applicable, in which case the relevant parts of Condition 5 (*Fixed Rate Note and Reset Note Provisions*) will apply, whether the Reset Note Provisions are applicable, in which case the relevant parts of Condition 5 (*Fixed Rate Note and Reset Note Provisions*) will apply, whether the Floating Rate Note Provisions are applicable, in which case Condition 6 (*Floating Rate Note Provisions*) will apply or whether a combination of the foregoing will apply, as the case may be.

The Notes are issued in the Specified Denomination(s) with Coupons and, if specified in the relevant Pricing Supplement, Talons attached at the time of issue. In the case of a Series of Notes with more than one Specified Denomination, Notes of one Specified Denomination will not be exchangeable for Notes of another Specified Denomination. Title to Notes and Coupons will pass by delivery. The Holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder.

4. Status of the Notes

4.1 *Status of the Senior Notes*: The Senior Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, present and future, save for certain mandatory exceptions provided by law, including those required under the Danish Act on Recovery and Resolution of certain Financial Businesses.

4.2 *Status of the Subordinated Notes*: The Subordinated Notes (in Danish: "*kapitalbeviser*") on issue constitute Tier 2 Capital of the Issuer.

The Subordinated Notes constitute direct, unsecured and subordinated debt obligations of the Issuer, and will at all times rank (subject to certain mandatory exceptions provided by law, including those required under the Danish Act on Recovery and Resolution of certain Financial Businesses (Act No. 333 of 31 March 2015, as amended):

(a) *pari passu* without any preference among themselves;

(b) *pari passu* with (a) any obligations or capital instruments of the Issuer which constitute Tier 2 Capital and (b) any other obligations or capital instruments of the Issuer that rank or are expressed to rank equally with the Subordinated Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;

(c) senior to holders of the Issuer's ordinary shares and any other obligations or capital instruments that rank or are expressed to rank junior to the Subordinated Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer; and

(d) junior to present or future claims of (a) depositors of the Issuer, (b) other unsubordinated creditors of the Issuer and (c) subordinated creditors of the Issuer other than the present or

future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Notes.

5. Interest: Fixed Rate Note and Reset Note Provisions

Fixed Rate Note Provisions

5.1 *Application*: Conditions 5.1-5.4 (inclusive) are only applicable to the Notes if the Fixed Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable to one or more Interest Period(s).

5.2 *Accrual of interest*: The Notes bear interest on their Outstanding Principal Amounts from, and including, the Interest Commencement Date at the Rate of Interest payable in arrear on each relevant Interest Payment Date, subject as provided in Condition 9 (*Payments*).

Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5.2 (as well after as before judgment) until whichever is the earlier of:

(i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder; and

(ii) the day which is seven days after the Fiscal Agent has notified the Holders in accordance with Condition 18 (*Notices*) that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

5.3 *Fixed Coupon Amount and Broken Amount*: Except as provided in the relevant Pricing Supplement, the amount of interest payable in respect of the Calculation Amount for any Interest Period shall be the relevant Fixed Coupon Amount or the relevant Broken Amount, as the case may be.

Where the Specified Denomination of a Note is the Calculation Amount, the amount of interest payable in respect of such Note shall be the relevant Fixed Coupon Amount or the relevant Broken Amount, as the case may be. Where the Specified Denomination of a Note is a multiple of the Calculation Amount, the amount of interest payable in respect of such Note shall be the product of the relevant Fixed Coupon Amount or the relevant Broken Amount, as the case may be, for each Calculation Amount and the amount by which the Calculation Amount is required to be multiplied to reach the Specified Denomination.

5.4 *Calculation of interest amount*: Except where a Fixed Coupon Amount or a Broken Amount is specified in the relevant Pricing Supplement, the amount of interest payable in respect of the Notes for any period shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

Where the Specified Denomination of a Note is the Calculation Amount, the amount of interest payable in respect of such Note shall be the amount (determined in the manner provided above) for the Calculation Amount. Where the Specified Denomination of a Note is a multiple of the Calculation Amount, the amount of interest payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for each Calculation Amount and the amount by which the Calculation Amount is required to be multiplied to reach the Specified Denomination, without any further rounding.

Reset Note Provisions

5.5 *Application*: Conditions 5.5-5.10 (inclusive) are only applicable to Subordinated Notes and shall only apply if the Reset Note Provisions are specified in the relevant Pricing Supplement as being applicable to one or more Interest Period(s).

5.6 *Accrual of Interest*: The Notes bear interest on their Outstanding Principal Amounts:

(i) from (and including) the Interest Commencement Date to (but excluding) the First Reset Date at the Initial Rate of Interest;

(ii) for the First Reset Period at the First Reset Rate of Interest; and

(iii) for each Subsequent Reset Period thereafter (if any) to (but excluding) the Maturity Date at the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on each relevant Interest Payment Date (subject as provided in Condition 9 (*Payments*).

Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5.6 (as well after as before judgment) until whichever is the earlier of:

(i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder; and

(ii) the day which is seven days after the Fiscal Agent has notified the Holders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

The Rate of Interest and the Interest Amount payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Conditions 5.3 and 5.4.

5.7 *Fallbacks*

If on any Reset Determination Date, the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page as of the Relevant Time on such Reset Determination Date, the Rate of Interest applicable to the Notes in respect of each Interest Period falling in the relevant Reset Period will be determined by the Calculation Agent on the following basis:

(i) the Calculation Agent shall request each of the Reset Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately the Relevant Time on the Reset Determination Date in question;

(ii) if at least three of the Reset Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest (or, in the event of equality, one of the lowest) and (B) the Relevant Reset Margin, all as determined by the Calculation Agent;

(iii) if only two relevant quotations are provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the arithmetic mean (rounded as aforesaid) of the relevant quotations provided and (B) the Relevant Reset Margin, all as determined by the Calculation Agent;

(iv) if only one relevant quotation is provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the relevant quotation provided and (B) the Relevant Reset Margin, all as determined by the Calculation Agent; and

(v) if none of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 5.7, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) will be equal to the sum of (A) the Mid-Swap Rate determined on the last preceding Reset Determination Date and (B) the Relevant Reset Margin or, in the case of the first Reset Determination Date, the First Reset Rate of Interest will be equal to the sum of (A) the Initial Mid-Swap Rate and (B) the Relevant Reset Margin, all as determined by the Calculation Agent.

5.8 *Mid-Swap Rate Conversion*: This Condition 5.8 is only applicable if Mid-Swap Rate Conversion is specified in the relevant Pricing Supplement as being applicable. If Mid-Swap Rate Conversion is so specified as being applicable, the First Reset Rate of Interest and, if applicable, each Subsequent Reset Rate of Interest will be converted from the Original Mid-Swap Rate Basis specified in the relevant Pricing Supplement to a basis which matches the per annum frequency of Interest Payment Dates in respect of the relevant Notes (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it).

5.9 *Publication*: The Calculation Agent will cause the First Reset Rate of Interest, any Subsequent Reset Rate of Interest and, in respect of a Reset Period, the Interest Amount payable on each Interest Payment Date falling in such Reset Period to be notified to the Paying Agents, each listing authority, stock exchange and/or quotation system (if any) on which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination. Notice thereof shall also promptly be given to the Holders.

5.10 *Notifications etc*: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Conditions 5.5-5.10 (inclusive) by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Holders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

6. Interest: Floating Rate Note Provisions

6.1 *Application*: This Condition 6 is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable to one or more Interest Period(s).

6.2 *Accrual of interest*: The Notes bear interest on their Outstanding Principal Amounts from, and including, the Interest Commencement Date at the Rate of Interest payable in arrear on each relevant Interest Payment Date, subject as provided in Condition 9 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of:

(i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder; and

(ii) the day which is seven days after the Fiscal Agent has notified the Holders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

6.3 *Screen Rate Determination*: If Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(iii) if, in the case of Condition 6.3(i) above, such rate does not appear on that page or, in the case of Condition 6.3(ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:

(a) request the principal Relevant Financial Centre office of each the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

(b) determine the arithmetic mean of such quotations; and

(iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the principal financial centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the principal financial centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading banks in the Relevant Financial Centre interbank market for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or, as the case may be, the arithmetic mean so determined; provided, however, that if the Calculation Agent is unable to determine a rate or, as the case may be, an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or, as the case may be, the arithmetic mean last determined in relation to the Notes in respect of the last preceding Interest Period.

6.4 *ISDA Determination*: If ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Pricing Supplement;

(ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Pricing Supplement; and

(ii) the relevant Reset Date (as defined in the ISDA Definitions) is the day specified in the relevant Pricing Supplement.

6.5 *Linear Interpolation*: Where Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Pricing Supplement, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the relevant Pricing Supplement), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

6.6 *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Pricing Supplement, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.

6.7 *Calculation of Interest Amount*: The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of the Calculation Amount for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit (as defined in Condition 5.4 (*Calculation of interest amount*)) of the Specified Currency (half a sub-unit being rounded upwards).

Where the Specified Denomination of a Note is the Calculation Amount, the amount of interest payable in respect of such Note shall be the Interest Amount.

Where the Specified Denomination of a Note is a multiple of the Calculation Amount, the amount of interest payable in respect of such Note shall be the product of the Interest Amount (determined in the manner provide above) for each Calculation Amount and the amount by which the Calculation Amount is required to be multiplied to reach the Specified Denomination, without any further rounding.

Calculation of other amounts: If the relevant Pricing Supplement specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Pricing Supplement.

6.8 *Publication*: The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents, each listing authority, stock exchange and/or quotation system (if any) on which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Holders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.

6.9 *Notifications etc*: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6 by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Holders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

7. Zero Coupon Note Provisions

7.1 *Application:* This Condition 7 is only applicable to Senior Notes and shall only apply if the Zero Coupon Note Provisions are specified in the relevant Pricing Supplement as being applicable.

7.2 *Late payment on Zero Coupon Notes*: If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:

(i) the Reference Price; and

(ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of:

(a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder; and

(b) the day which is seven days after the Fiscal Agent has notified the Holders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

8. Redemption and Purchase

8.1 *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 9 (*Payments*).

8.2 *Early redemption for tax reasons:*

(A) This Condition 8.2(A) is only applicable to Senior Notes.

If, in relation to any Series of Senior Notes:

(i) as a result of any change in the laws, regulations or rulings of Denmark or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws, regulations or rulings which becomes effective on or after the date of issue of the first Tranche of such Senior Notes or any other date specified in the relevant Pricing Supplement, the Issuer would be required to pay additional amounts as provided in Condition 10 (*Taxation*); and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

the Issuer may, at its option at any time and having given no less than thirty nor more than sixty days' notice (ending, in the case of the Senior Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of the Senior Notes in

accordance with Condition 18 (*Notices*) (which notice shall be irrevocable), redeem all (but not some only) of the outstanding Senior Notes comprising the relevant Series at their Early Redemption Amount (Tax), together with accrued interest (if any) thereon, provided, however, that no such notice of redemption may be given earlier than ninety days (or, in the case of Senior Notes which bear interest at a floating rate, a number of days which is equal to the aggregate of the number of days falling within the then current interest period applicable to the Senior Notes plus sixty days) prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Senior Notes then due.

The Issuer may not exercise any such option in respect of any Senior Note which is the subject of the prior exercise by the Holder of its Put Option (if applicable) pursuant to Condition 8.6 (*Redemption at the option of the Holder*).

(B) This Condition 8.2(B) is only applicable to Subordinated Notes.

If, in relation to any Series of Subordinated Notes:

(i) as a result of any change in the laws, regulations or rulings of Denmark or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws, regulations or rulings on or after the Issue Date of the first Tranche of a Series of such Notes, the Issuer receives an opinion of external counsel in Denmark that (A) it would be required to pay additional amounts as provided in Condition 10 (*Taxation*) or (B) it will no longer be able to obtain a tax deduction for the purposes of Danish tax for such payment of interest, in each case provided that the Issuer satisfies the Relevant Regulator that such change in tax treatment of the Notes is material and was not reasonably foreseeable at the time of their issuance; and

(ii) (in the case of (i)(A), above, only) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

any such event, a "**Tax Event**",

the Issuer may, at its option (but subject to Condition 8.10 (*Conditions to redemption etc. prior to Maturity Date*) at any time and having given no less than thirty nor more than sixty days' notice (ending in the case of the Subordinated Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of the Subordinated Notes in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable), redeem all (but not some only) of the outstanding Subordinated Notes at their Outstanding Principal Amounts, together with accrued interest (if any) thereon, provided, however, that no such notice of redemption may be given earlier than ninety days (or, in the case of Subordinated Notes which bear interest at a floating rate, a number of days which is equal to the aggregate of the number of days falling within the then current interest period applicable to the Subordinated Notes plus sixty days) prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Subordinated Notes then due.

8.3 *Early redemption upon the occurrence of a Capital Event*: This Condition 8.3 is only applicable to Subordinated Notes.

Upon the occurrence of a Capital Event, the Issuer may, at its option (but subject to Condition 8.10 (*Conditions to redemption etc. prior to Maturity Date*) at any time and having given no less than thirty nor more than sixty days' notice (ending in the case of such Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of the relevant Notes, as the case may be, in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable), redeem

all (but not some only) of such outstanding Notes, as the case may be, at their Outstanding Principal Amounts, together with accrued interest (if any) thereon.

8.4 *Redemption at the option of the Issuer*: If the Call Option is specified in the relevant Pricing Supplement as being applicable, the Notes may be redeemed at the option of the Issuer but in the case of Subordinated Notes subject to Condition 8.10 *(Conditions to redemption etc. prior to Maturity Date*) in whole or, if so specified in the relevant Pricing Supplement, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call), together with accrued interest (if any) thereon upon the Issuer's giving not less than the minimum period nor more than the maximum period of notice specified in the relevant Pricing Supplement to the Holders in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call)).

The notice to Holders referred to in this Condition 8.4 shall specify the serial numbers of the Notes so to be redeemed.

If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Pricing Supplement, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder of its Put Option pursuant to Condition 8.6 (*Redemption at the option of the Holder*).

8.5 *Partial redemption*: If the Notes are to be redeemed in part only on any date in accordance with Condition 8.4 (*Redemption at the option of the Issuer*), the Notes to be redeemed shall be drawn by lot in such European city as the Fiscal Agent may specify, or identified in such other manner or in such other place as the Fiscal Agent may approve and deem appropriate and fair;

8.6 *Redemption at the option of the Holder*: This Condition 8.6 is only applicable to Senior Notes. If the Put Option is specified in the relevant Pricing Supplement as being applicable, upon a Holder of any Senior Note giving not less than the minimum period nor more than the maximum period of notice specified in the relevant Pricing Supplement to the Issuer, the Issuer will redeem such Senior Note on the Optional Redemption Date (Put) at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date.

In order to exercise the option contained in this Condition 8.6, the Holder of such Senior Note must, within the notice period described above, deposit at the Specified Office of any Paying Agent such Note together with all unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent specifying the aggregate Outstanding Principal Amount in respect of which such option is exercised. The Paying Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Holder. No Senior Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 8.6, may be withdrawn; provided, however, that if, prior to the relevant Optional Redemption Date (Put), any such Senior Note becomes immediately due and payable or, upon due presentation of any such Senior Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Holder at such address as may have been given by such Holder in the relevant Put Option Notice and shall hold such Senior Note at its Specified Office for collection by the depositing Holder against surrender of the relevant Put Option Receipt. For so long as any outstanding Senior Note is held by a Paying Agent in accordance with this Condition 8.6, the depositor of such Senior Note and not such Paying Agent shall be deemed to be the holder of such Senior Note for all purposes.

The Holder of a Senior Note may not exercise such Put Option in respect of any Senior Note which is the subject of an exercise by the Issuer of its Call Option.

8.7 *Early redemption of Zero Coupon Notes*: Unless otherwise specified in the relevant Pricing Supplement, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:

(i) the Reference Price; and

(ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or, as the case may be, the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the relevant Pricing Supplement for the purposes of this Condition 8.7 or, if none is so specified, a Day Count Fraction of 30E/360.

8.8 *Purchase*: The Issuer or any of its Subsidiaries may at any time (but in the case of Subordinated Notes subject to Condition 8.10 (*Conditions to redemption etc. prior to Maturity Date*) purchase Notes in the open market or otherwise and at any price, provided that all unmatured Coupons are purchased therewith. Such Notes may be held, reissued, resold or surrendered to any Paying Agent for cancellation.

8.9 *Cancellation*: All Notes which are redeemed will forthwith (but in the case of Subordinated Notes subject to Condition 8.10 (*Conditions to redemption etc. prior to Maturity Date*) be cancelled (together with all unmatured Coupons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to Condition 8.8 (*Purchase*) above (together with all unmatured Coupons cancelled therewith) shall be forwarded to the Fiscal Agent and cannot be reissued or resold.

8.10 *Conditions to redemption etc. prior to Maturity Date*: This Condition 8.10 is only applicable to Subordinated Notes.

Such Notes may only be redeemed, purchased, cancelled or modified (as applicable) pursuant to Condition 8.2(B) (*Early redemption for tax reasons*), Condition 8.3 (*Early redemption upon the occurrence of a Capital Event*), Condition 8.4 (*Redemption at the option of the Issuer*), Condition 8.8 (*Purchase*), Condition 8.9 (*Cancellation*), or paragraph (ii) of Condition 16.2 (*Modification of Notes*), as the case may be, if:

(i) in the case of any such modification, the Issuer has notified the Relevant Regulator of, and the Relevant Regulator has not objected to, such substitution, variation or modification (as applicable);

(ii) in the case of any such redemption, purchase or cancellation, the Issuer has notified the Relevant Regulator of, and the Relevant Regulator has consented to, such redemption, purchase or cancellation (as applicable); and

(iii) in the case of a redemption of such Notes as a result of a Special Event, the Issuer has delivered a certificate signed by two of its Directors to the Fiscal Agent (and copies thereof will be available at the Fiscal Agent's Specified Office during its normal business hours) not less than 5 Business Days prior to the date set for redemption that such Special Event has occurred or will occur no more than ninety days following the date fixed for redemption, as the case may be.

9. Payments

9.1 *Principal*: Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of the relevant Note at the Specified Office of any Paying Agent outside the United States. Subject as provided in these Conditions:

(i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency; and

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

9.2 *Interest*: Payments of interest shall, subject to Condition 9.8 (*Payments other than in respect of matured Coupons*) below, be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in Condition 9.1 (*Principal*) above.

9.3 *Payments in New York City*: Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if:

(i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due;

(ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions; and

payment is permitted by applicable United States law.

9.4 *Payments subject to fiscal laws*: All payments in respect of the Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 10 (*Taxation*) and (ii) 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 Condition 10 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Holders in respect of such payments.

9.5 *Deductions for unmatured Coupons*: Except in the case of Subordinated Notes, if the relevant Pricing Supplement specify that the Fixed Rate Note Provisions are applicable (and, in the absence of specification, except in the case of Subordinated Notes, this Condition 9.5 shall apply to Notes which bear interest at a fixed rate or rates or in fixed amounts) and a Note is presented for final redemption (or partial redemption in accordance with Condition 8.4 (*Redemption at the option of the Issuer*) or Condition 9.9 (*Partial redemption*)) without all unmatured Coupons relating thereto:

(i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; provided, however, that if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;

(ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:

(a) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; provided, however, that where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

(b) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; provided, however, that, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in Condition 9.1 (*Principal*) against presentation and (provided that payment is made in full) surrender of the relevant missing Coupons subject to Condition 13 (*Prescription*).

9.6 *Unmatured Coupons void*: If the Notes are Subordinated Notes or the relevant Pricing Supplement specify that this Condition 9.6 is applicable or that the Floating Rate Note Provisions are applicable (and, in the absence of specification, this Condition 9.6 shall apply to Notes which bear interest at a floating rate or rates or in variable amounts or which are Subordinated Notes), on the due date for final redemption of any Note or early redemption in whole of such Note pursuant to Condition 8.2 (*Early redemption for tax reasons*), Condition 8.3 (*Early redemption upon the occurrence of a Capital Event*), Condition 8.4 (*Redemption at the option of the Issuer*), Condition 8.6 (*Redemption at the option of the Holder*), Condition 11 (*Events of Default*) or Condition 12 (*Enforcement Events*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

9.7 *Payments on business days*: If the due date for payment of any amount in respect of any Note or Coupon is not a Payment Business Day, the Holder shall not be entitled to payment of the amount due until the next succeeding Payment Business Day and shall not be entitled to any further interest or other payment in respect of any such delay.

9.8 *Payments other than in respect of matured Coupons*: Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by Condition 9.3 (*Payments in New York City*) above).

9.9 *Partial payments*: If a Paying Agent makes a partial payment in respect of any Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

9.10 *Exchange of Talons*: On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Paying Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 13 (*Prescription*)). Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

10. Taxation

10.1 *Gross up*: All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Denmark or any political subdivision therein or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Holders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in relation to any payment in respect of any Note or Coupon:

(i) to, or to a third party on behalf of, a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of it having some connection with Denmark other than:

(a) the mere holding of the Note or Coupon; or

(b) the receipt of principal, interest or other amount in respect of such Note or Coupon; or

(ii) presented for payment more than thirty days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting the same for payment on or before the expiry of such period of thirty days.

10.2 *Taxing jurisdiction*: If payments made by the Issuer become generally subject at any time to any taxing jurisdiction other than Denmark, references in these Conditions to Denmark shall be construed as references to Denmark and/or such other jurisdiction.

11. Events of Default

This Condition 11.1 is only applicable in relation to Senior Notes.

11.1 *Events of Default*: The following events or circumstances as modified by, and/or such other events as may be specified in, the relevant Pricing Supplement (each an "**Event of Default**") shall be acceleration events in relation to the Notes of any Series of Senior Notes, namely:

(i) *Non-Payment*: default in the payment on the due date of interest or principal in respect of any of the Notes is made for more than seven days after written notice has been given by the Fiscal Agent or the Holder of any such Note to the Issuer; or

(ii) *Breach of Other Obligations*: the Issuer does not perform or comply with any one or more of its other obligations in the Notes which default is incapable of remedy or is not remedied within 30 days after notice of such default shall have been given to the Fiscal Agent at its specified office by any Holder; or

(iii) *Cross-Acceleration*: (A) any other present or future indebtedness of the Issuer or any Material Subsidiary for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (B) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (C) the Issuer or any Material Subsidiary fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in

respect of which one or more of the events mentioned above in this paragraph (iii) have occurred equals or exceeds EUR 5,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the Euro as quoted by any leading bank on the day on which this paragraph operates); or

(iv) *Enforcement Proceedings*: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or any Material Subsidiary which is material in its effect upon the financial condition or operations of the Issuer and is not discharged or stayed within 60 days; or

(v) *Bankruptcy*: (A) an application for the commencement of bankruptcy against the assets of the Issuer or any Material Subsidiary is filed by or on behalf of the Issuer or such Material Subsidiary, or (B) a third party files an application for the commencement of bankruptcy against the assets of the Issuer or any Material Subsidiary and either (1) the DFSA advises the competent court to commence bankruptcy proceedings, or (2) a competent court commences bankruptcy proceedings or liquidation against the assets of the Issuer or any Material Subsidiary, or (C) under Section 233 of the Danish Financial Business Act, the liquidators of the Issuer or any Material Subsidiary appointed pursuant to Section 231 of the Danish Financial Business Act file a petition for bankruptcy under and pursuant to Section 17 of the Danish Bankruptcy Act in relation to the Issuer or such Material Subsidiary, or (D) under Section 233 or 234 of the Danish Financial Business Act, the DFSA files a petition for bankruptcy under and pursuant to Section 17 of the Danish Bankruptcy Act in relation to the Issuer or any Material Subsidiary; or

(vi) *Reconstruction*: the DFSA files a petition under Section 238 of the Danish Financial Business Act, for the reconstruction of the Issuer or any Material Subsidiary.

11.2 *Acceleration*: If any Event of Default shall occur in relation to any Series of Senior Notes, any Holder of a Note of the relevant Series may, by written notice to the Issuer (effective upon receipt), at the Specified Office of the Fiscal Agent, declare that such Senior Note and (if the Senior Note is interest-bearing) together with all interest (if any) accrued thereon shall be forthwith due and payable, whereupon the same shall become immediately due and payable at its Early Termination Amount, together with all interest (if any) accrued thereon without presentment, demand, protest or other notice of any kind, all of which the Issuer will expressly waive, anything contained in such Senior Notes to the contrary notwithstanding, unless, prior thereto, all Events of Default in respect of the Senior Notes of the relevant Series shall have been cured.

12. Enforcement Events

This Condition 12 is only applicable in relation to Subordinated Notes.

The following events or circumstances (each an "**Enforcement Event**") shall be enforcement events in relation to the Notes of any Series of Subordinated Notes:

(i) if the Issuer shall fail to meet its payment obligations under the Notes of the relevant Series and such payment obligations are not met within seven Business Days after the Issuer has received notice thereof, any Holder may, at its own discretion and without further notice, institute proceedings in Denmark in order to recover the amounts due from the Issuer to such Holder, provided that a Holder may not at any time file for liquidation or bankruptcy of the Issuer. Any Holder may, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition or provision binding on the Issuer under the relevant Notes, provided that the Issuer shall not by virtue of the institution of any proceedings be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it; and

(ii) if an order is made or an effective resolution is passed for the liquidation or bankruptcy of the Issuer, then the Notes of the relevant Series shall become due and payable at their Outstanding Principal Amounts together with interest (if any) accrued to such date.

13. Prescription

Claims for principal shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

14. Replacement of Notes and Coupons

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent (and, if the Notes are then admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system), subject to all applicable laws and listing authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

15. Agents

15.1 *Obligations of Agents*: In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Paying Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Holders or Couponholders, and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Agency Agreement or other agreement entered into with respect of its appointment or incidental thereto.

15.2 *Termination of Appointments*: The initial Fiscal Agent and their initial Specified Offices are listed in the Agency Agreement. Unless the Calculation Agent is the Fiscal Agent, the Calculation Agent in respect of any Notes shall be specified in the relevant Pricing Supplement. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) or the Calculation Agent and to appoint an additional or successor fiscal agent, paying agent or calculation agent; provided, however, that:

(i) the Issuer shall at all times maintain a Fiscal Agent;

(ii) the Issuer shall at all times maintain a Paying Agent (which may be the Fiscal Agent) in a jurisdiction within Europe, other than the jurisdiction in which the Issuer is incorporated;

(iii) if a Calculation Agent is specified in the relevant Pricing Supplement, the Issuer shall at all times maintain a Calculation Agent with a Specified Office located in such place as may be required by the Conditions;

(iv) if and for so long as the Notes are admitted to listing and/or to trading and/or quotation on any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Issuer shall maintain a Paying Agent (which may be the Fiscal Agent) each with a Specified Office in the place required by such listing authority, stock exchange and/or quotation system; and

(v) in the circumstances described in Condition 9.3 (*Payments in New York City*), the Issuer shall maintain a Paying Agent with a Specified Office in New York City.

15.3 *Change of Specified Offices*: The Paying Agents and the Calculation Agent reserve the right at any time to change their respective Specified Offices to some other Specified Office in the same city. Notice of any change in the identities or Specified Offices of any Paying Agent or the Calculation Agent shall promptly be given to the Holders in accordance with Condition 18 (*Notices*).

16. Meetings of Noteholders and Modification

16.1 *Meetings of Holders*: The Agency Agreement contains provisions (which shall have effect as if incorporated herein) for convening meetings of Holders of Notes of any Series to consider matters relating to such Series of Notes, including (without limitation) the modification by Extraordinary Resolution (as defined in the Agency Agreement) of any provision of these Conditions and the Deed of Covenant insofar as the same may apply to such Notes. Any Extraordinary Resolution duly passed at any such meeting of Holders of Notes of any Series will be binding on all Holders of Notes of such Series, whether present or not at the meeting and on all Holders of Coupons relating to Notes of such Series.

In addition, a resolution in writing signed by or on behalf of all Holders who for the time being are entitled to receive notice of a meeting of Holders of Notes will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders of Notes.

16.2 *Modification of Notes*: The Issuer may make, without the consent of the Holders or Couponholders:

(i) any modification to the Notes of any Series, these Conditions, the Agency Agreement and/or the Deed of Covenant to correct a manifest error; or

(ii) subject to Condition 8.10 (*Conditions to redemption etc. prior to Maturity Date*) in the case of Subordinated Notes, any modification to the Notes of any Series, these Conditions, the Agency Agreement and/or the Deed of Covenant which is not prejudicial to the interests of the Holders and the Couponholders of the relevant Series.

Any such modification to the Agency Agreement shall be subject to the consent of the Fiscal Agent. Subject as provided in these Conditions, no other modification may be made to the Notes of any Series, these Conditions, the Agency Agreement or the Deed of Covenant except with the sanction of an Extraordinary Resolution and, in the case of a modification to the Agency Agreement, the consent of the Fiscal Agent.

Any such modification shall be binding on the Holders and the Couponholders and any such modification shall be notified to the Holders in accordance with Condition 18 (*Notices*) as soon as practicable thereafter.

17. Further Issues

The Issuer may from time to time, without the consent of the Holders or the Couponholders, create and issue further Notes having the same Terms and Conditions as the Notes in all respects (or in all respects except for the first payment of interest, if any, on them and/or the issue price thereof) so as to form a single series with the Notes.

18. Notices

Notices to Holders will, save where another means of effective communication has been specified herein or in the relevant Pricing Supplement, be deemed to be validly given if published in a leading English language daily newspaper having general circulation in Europe or, if the Notes are listed on the Official List of the Irish Stock Exchange and admitted to trading on the Global Exchange Market of the Irish Stock Exchange (so long as such Notes are listed on the Official List of the Irish Stock

Exchange and the rules of that exchange so permit), if published on the website of the Irish Stock Exchange (*www.ise.ie*).

The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading.

Any notice so given will be deemed to have been validly given on the date of first such publication (or, if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Holders in accordance with this Condition.

19. Currency Indemnity

The currency in which the Notes are denominated or, if different, payable, as specified in the relevant Pricing Supplement (the "**Contractual Currency**"), is the sole currency of account and payment for all sums payable by the Issuer in respect of the Notes, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Holder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount of the Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount of the Contractual Currency expressed to be due to any Holder in respect of such Note or Coupon the Issuer shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer shall indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Notes or any judgment or order. Any such loss as aforesaid shall be deemed to constitute a loss suffered by the relevant Holder and no proof or evidence of any actual loss will be required by the Issuer.

20. Waiver and Remedies

No failure to exercise, and no delay in exercising, on the part of the Holder, any right in these Conditions shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

21. Governing Law and Jurisdiction

21.1 *Governing Law*: The Notes, the Agency Agreement and the Deed of Covenant, and any non-contractual obligations arising therefrom or in connection therewith, shall be governed by, and construed in accordance with, English law, except for Condition 4.2 (*Status of the Subordinated Notes*), Condition 8.2 (*Early redemption for tax reasons: Subordinated Notes*), Condition 8.3 (*Early redemption upon the occurrence of a Capital Event*) and Condition 12 (*Enforcement Events*) which shall be governed by, and shall be construed in accordance with, Danish law.

21.2 *English courts*: The courts of England have jurisdiction to settle any dispute (a "**Dispute**") arising from or connected with the Notes (including any Dispute relating to any non-contractual obligations arising from or connected with the Notes).

21.3 *Appropriate forum*: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

21.4 *Rights of the Holders to take proceedings outside England*: Condition 21.2 (*English courts*) is for the benefit of the Holders only. As a result, nothing in this Condition 21.2 (*English courts*) prevents any Holder from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, any Holder may take concurrent Proceedings in any number of jurisdictions.

21.5 *Service of process*: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Saxo Bank Capital Markets UK Ltd at 40 Bank Street, Canary Wharf, London E14 5DA United Kingdom or at any address of the Issuer in Great Britain at which service of process may be served on it in accordance with the Companies Act 2006. Nothing in this paragraph shall affect the right of any Holder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

22. Rights of Third Parties

No person shall have any right to enforce any term or Condition in respect of a Note under the Contracts (Rights of Third Parties) Act 1999.

PRO FORMA PRICING SUPPLEMENT

Pro Forma Pricing Supplement for an issue of Notes by Saxo Bank A/S under the EUR 2,000,000,000 Senior and Subordinated Note Programme.

PRICING SUPPLEMENT DATED [●]

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC (AS AMENDED INCLUDING BY DIRECTIVE 2010/73/EU) (THE "PROSPECTUS DIRECTIVE") FOR THIS ISSUE OF NOTES.

Series No. [●] Tranche No. [●]

SAXO BANK A/S

EUR 2,000,000,000

Senior and Subordinated Note Programme

Issue of

[Aggregate Nominal Amount of Tranche] [Title of Notes]

PART A – CONTRACTUAL TERMS

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) (the "**Prospectus Directive**") or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the Offering Circular dated 21 June 2016 [and the supplement[s] to it dated [●] [and [●]] ([the Offering Circular as so supplemented,] the "**Offering Circular**"). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular. The Offering Circular is available for viewing at, and copies may be obtained from, the Central Bank of Ireland's website at *www.centralbank.ie*.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Pricing Supplement.]

1.	Issuer:		Saxo Bank A/S
2.	(i)	Series Number:	[●]
	(ii)	Tranche Number:	[●]
	(iii)	Date on which the Notes will be consolidated and form a single Series:	[Not Applicable]/[The Notes will be consolidated and form a single Series with [*identify earlier Tranche(s)*] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to

			in paragraph 22 below, which is expected to occur on or about [*date*].]
3.	Specified Currency or Currencies:		[●]
4.	Aggregate Nominal Amount:		[●]
	[(i)	Series:	[●]]
	[(ii)	Tranche:	[●]]
5.	Issue Price:		[●] per cent. of the Aggregate Nominal Amount [(plus [*amount*] accrued interest from [*insert date*]) (*if applicable*)]
6.	(i)	Specified Denomination(s):	[●] *(N.B. Where multiple denominations above EUR 100,000 or equivalent are being used the following sample wording should be followed:* *"[EUR 100,000] and integral multiples of [EUR 1,000] in excess thereof up to and including [EUR 199,000]. No Notes in definitive form will be issued with a denomination above [EUR 199,000]."*)
	(ii)	Calculation Amount:	[●] *(If only one Specified Denomination, insert the Specified Denomination.* *If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
7.	(i)	Issue Date:	[●]
	(ii)	Interest Commencement Date:	[●]
8.	Maturity Date:		[*specify date*] [subject to adjustment in accordance with the Business Day Convention specified in paragraph [14 (vi)/16 (iii)] below] (*N.B. include adjustment wording for Floating Rate Notes*)
9.	Interest Basis:		[[●] per cent. Fixed Rate] [Reset Notes] [[●] month [[*currency*] EURIBOR / LIBOR / CIBOR / *specify other*]] plus/minus [●] per cent. Floating Rate] [Zero Coupon] (further particulars specified below at paragraph [[14]

[and] [15]/[16]/[17]])

10.	Redemption Basis:		[Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100.00/[●] per cent. of their Aggregate Nominal Amount/their Outstanding Principal Amounts] *(N.B. latter option only applicable to Subordinated Notes)*]
11.	Change of Interest Basis:		[Not Applicable*/or specify details of any provision for convertibility of Notes into another interest basis or cross refer to paragraphs [[14], [15] and/or [16 below]] if details are included there*]
12.	Call/Put Options:		[Call Option/Put Option/Not Applicable] [(see paragraphs [18] and [19 below)]
13.	[(i)]	Status of the Notes:	[Senior Notes/Subordinated Notes]
	[(ii)]	[Date [Board] approval for issuance of Notes obtained:	[●] [*(N.B. Only relevant where Board (or similar) authorisation is required for the particular Tranche of Notes)*]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate[(s)] of Interest:	[●] per cent. per annum payable [annually/ semi-annually/quarterly/monthly] in arrear
	(ii)	Interest Payment Date(s):	[●] in each year
	(iii)	Fixed Coupon Amount[(s)]:	[[●] per Calculation Amount/Not Applicable]
	(iv)	Broken Amount(s):	[Not Applicable/[●] per Calculation Amount payable on [●]] (*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]*)
	(v)	Day Count Fraction:	[Actual/Actual (ICMA) / Actual/365 / Actual/Actual / Actual/Actual (ISDA) / Actual/365 (Fixed) / Actual/360 / 30/360 / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
15.	Reset Note Provisions		[Applicable/Not Applicable]
	(i)	Initial Rate of Interest:	[●] per cent. per annum payable [annually/ semi-annually/quarterly/monthly] in arrear

(ii)	Initial Mid-Swap Rate:	[●] per cent.
(iii)	First Reset Margin:	[Plus/Minus][●] per cent. per annum
(iv)	Subsequent Reset Margin:	[[Plus/Minus][●] per cent. per annum/Not Applicable]
(v)	Interest Payment Date(s):	[●] in each year
(vi)	Fixed Coupon Amount up to (but excluding) the First Reset Date:	[[●] per Calculation Amount/Not Applicable]
(vii)	Broken Amount(s) up to (but excluding) the First Reset Date:	[Not Applicable/[●] per Calculation Amount payable on [●]] (*Insert particulars of any initial broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]*)
(viii)	First Reset Date:	[●]
(ix)	Second Reset Date:	[[●]/Not Applicable]
(x)	Subsequent Reset Date(s):	[[●] [and [●]]/Not Applicable]
(xi)	Relevant Screen Page:	[●]
(xii)	Mid-Swap Rate:	[Single Mid-Swap Rate/Mean Mid-Swap Rate]
(xiii)	Mid-Swap Rate Conversion:	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraph of this paragraph)*
	- Original Mid-Swap Rate Basis:	[Annual/Semi-annual/Quarterly/Monthly]
(xiv)	Mid-Swap Floating Leg Maturity:	[●]
(xv)	Reset Determination Date(s):	[●] (*specify in relation to each Reset Date*)
(xvi)	Relevant Time:	[●]
(xvii)	Day Count Fraction:	[30/360]/[Actual/Actual (ICMA)]/[Actual/365 (Fixed)]
(xviii)	Calculation Agent:	[●]

16. Floating Rate Note Provisions [Applicable/Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i)	Specified Period:	[Not Applicable/[●]] (*Specified Period and Interest Payment Dates are alternatives. A Specified Period, rather than Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable"*)
(ii)	Interest Payment Dates:	[[●]/Not Applicable] (*Specified Period and Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable"*)
(iii)	Business Day Convention:	[Floating Rate Convention / FRN Convention / Eurodollar Convention / Following Business Day Convention / Modified Following Business Day Convention / Modified Business Day Convention Preceding Business Day Convention / No Adjustment]
(iv)	Applicable Business Centre(s):	[Not Applicable/*insert Applicable Business Centres*]
(v)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
(vi)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s):	[●]
(vii)	Screen Rate Determination:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	− Reference Rate:	[●] month [[*currency*] EURIBOR / LIBOR / CIBOR / *specify other*]
	− Interest Determination Date(s):	[●]
	− Relevant Screen Page:	[●]
	− Relevant Time:	[●] in the Relevant Financial Centre
	− Relevant Financial Centre:	[●]
	− Reference Banks:	[●]
(viii)	ISDA Determination:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs*

of this paragraph)

	− Floating Rate Option:	[●]
	− Designated Maturity:	[●]
	− Reset Date:	[●]
(ix)	Linear Interpolation:	[Not Applicable/Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
(x)	Margin(s):	[Plus/Minus] [●] per cent. per annum
(xi)	Minimum Rate of Interest:	[Not Applicable/[●] per cent. per annum]
(xii)	Maximum Rate of Interest:	[Not Applicable/[●] per cent. per annum]
(xiii)	Day Count Fraction:	[●]

17. Zero Coupon Note Provisions [Applicable/Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i)	Accrual Yield:	[●] per cent. per annum
(ii)	Reference Price:	[●]
(iii)	Day Count Fraction:	[●]

PROVISIONS RELATING TO REDEMPTION

18. Call Option [Applicable/Not Applicable]

(*If not applicable, delete the remaining subparagraphs of this paragraph*)

(i)	Optional Redemption Date(s) (Call):	[●]
(ii)	Optional Redemption Amount (Call):	[[●] per Calculation Amount/[●]]
(iii)	If redeemable in part:	[Applicable/Not Applicable]

(*If not applicable, delete the remainder of this subparagraph*)

(a)	Minimum Redemption Amount:	[●]
(b)	Maximum Redemption Amount:	[●]

	(iv)	Notice period:	Minimum period: [●] days Maximum period: [●] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems* (*which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent*)
19.	Put Option		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(i)	Optional Redemption Date(s) (Put):	[●]
	(ii)	Optional Redemption Amount (Put):	[[●] per Calculation Amount/[●]]
	(iii)	Notice period:	Minimum period: [●] days Maximum period: [●] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems* (*which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent*)
20.	Final Redemption Amount		[[●] per Calculation Amount/Not Applicable]
21.	Early Redemption Amount (Tax) and Early Termination Amount		
	Early Redemption Amount (Tax) or Early Termination Amount on event of default or other early redemption:		[As set out in the Conditions/[●] per Calculation Amount]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22.	Form of Notes	Initially represented by a [Temporary/Permanent] Global Note. [*Specify. If nothing is specified and this Pricing Supplement does not specify that TEFRA C Rules apply, the Notes will be represented initially by a Temporary Global Note. If this Pricing Supplement specifies that TEFRA C Rules apply, the Notes will be represented by a Permanent Global Note.*]

		[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances described in the Permanent Global Note.] [Temporary Global Note exchangeable for Definitive Notes.] [Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances described in the Permanent Global Note.] (*N.B. The exchange upon notice/at any time options as specified above and in the Conditions should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "[EUR 100,000 and integral multiples of EUR 1,000 in excess thereof and up to and including EUR 199,000]."*)
23.	[New Global Note form:	[Applicable/Not Applicable]]
24.	Applicable Financial Centre(s):	[Not Applicable/*Give details. See definition of Payment Business Day or business day, as applicable, in the Conditions. Note that this paragraph relates to the date and place of payment, and not to Interest Payment Dates*]
25.	Talons for future Coupons to be attached to Definitive Notes:	[Yes. As the Notes have more than 27 coupons payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]
26.	Other terms and conditions:	[[●]/Not Applicable]

[*Relevant third party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: ..... By: .....

Duly authorised Duly authorised

CC: BNP Paribas Securities Services, Luxembourg Branch as Fiscal Agent

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Admission to trading:	[Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be admitted the Official List of the Irish Stock Exchange and trading on the Global Exchange Market with effect from [●].] [Not Applicable] (*specify any other listing if applicable – note this must not be a regulated market*)
(ii)	Estimate of total expenses relating to admission to trading:	[[●]/Not Applicable]

2. RATINGS

Ratings:	[Not Applicable/The Notes to be issued [[have been]/[are expected to be]] rated [●] by [*insert the legal name of the relevant credit rating agency entity(ies)*].] [There is no guarantee that any of the above ratings will be maintained following the date of this Pricing Supplement. Up-to-date information should always be sought by direct reference to the relevant rating agency.] (*The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating*.) Each relevant rating agency is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/ offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

Save as discussed in the "Subscription and Sale" section of the Offering Circular, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

[4.] FIXED RATE NOTES AND RESET NOTES ONLY – YIELD

Indication of yield:	[●] As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

[5.] OPERATIONAL INFORMATION

(i)	ISIN Code:	[●]
(ii)	Common Code:	[●]
(iii)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "Yes" simply means that the Notes are intended upon issue to be deposited with one of Euroclear Bank SA/NV and/or Clearstream Banking, SA [(together, the "**ICSDs**")] as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.] [No. Whilst the designation is specified as "No" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of Euroclear Bank SA/NV and/or Clearstream Banking, SA [(together, the "**ICSDs**")] as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.]]
(iv)	Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking *société anonyme* and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
(v)	Settlement Procedures:	[Specify whether customary medium term note/ other settlement and payment procedures apply]
(vi)	Delivery:	Delivery [against/free of] payment
(vii)	Names and addresses of additional Paying Agent(s):	[Not Applicable/[●]]

[6.] DISTRIBUTION

(i)	Method of distribution:	[Syndicated/Non-syndicated]
(ii)	If syndicated, names of Managers:	[Not Applicable/*give names*]

(iii)	Date of Subscription Agreement:	[Not Applicable/[●]]
(iv)	Stabilising Manager(s) (if any):	[Not Applicable/*give name*]
(v)	If non-syndicated, name of relevant Dealer:	[Not Applicable/*give name*]
(vi)	U.S. Selling Restrictions:	Reg. S Compliance Category 2; [TEFRA D/TEFRA C/TEFRA not applicable]

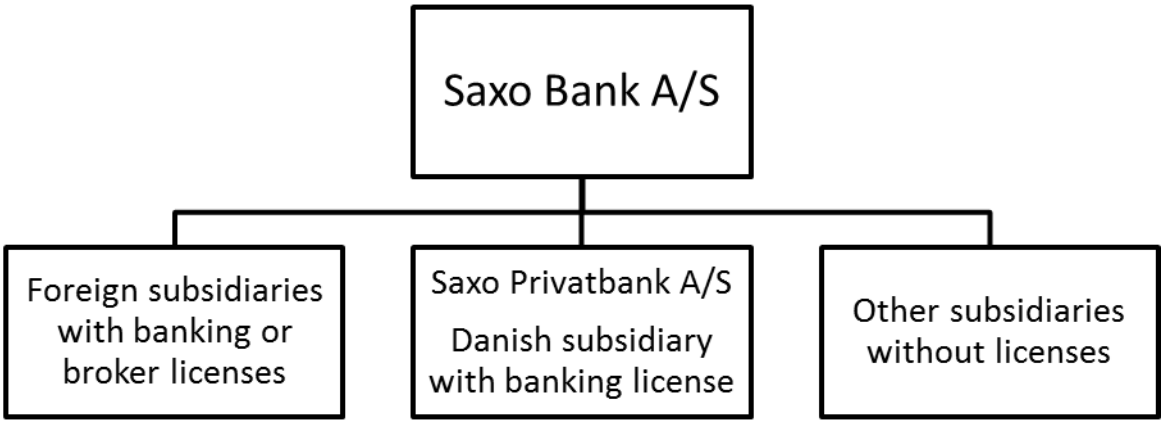
USE OF PROCEEDS

The net proceeds of the issue of each Tranche of Notes will be applied by the Issuer to meet part of its general financing requirements and, in the case of each Tranche of Subordinated Notes, as the case may be, will form part of the Issuer's capital base.

DESCRIPTION OF THE SAXO BANK GROUP

Group Structure

The general corporate structure of the Saxo Bank Group (the "**Saxo Bank Group**" or the "**Group**") is as shown below:



Information relating to the Group's subsidiaries, including location and licenses, are disclosed in the Group's Risk Report 2015, available at www.saxobank.com/investor-relations.

Overview

Saxo Bank A/S ("**Saxo Bank**" or the "**Issuer**") is the parent company of the Group and is a fully licensed and regulated Danish bank (licence number: 1149) under the supervision of the Danish Financial Supervisory Authority. The Issuer is an online trading and investment specialist, supporting an international client base from its headquarters in Copenhagen and offices across Europe, Asia, the Middle East, Latin America and Australia. Through the Group's local sales and service organisation and global online presence, Saxo Bank serves clients in more than 180 countries and its trading platforms are available in over 20 different languages. As at 31 December 2015, the Group's total assets amounted to DKK 33,502 million (EUR 4,489 million)[1] and the Group employed approximately 1,559 employees.

The Saxo Bank Group carries out the following main activities:

- online trading and investment and other investment services within capital markets to retail clients, corporations, financial institutions and white label clients (as described below);
- professional portfolio, fund and asset management to retail and professional clients; and
- classic bank services in Denmark, primarily to retail clients, including bank accounts and debit/credit cards, mortgage credit, bank advice services and pension products.

[1] Unless specified, DKK amounts are converted into EUR at 7.4633 DKK per EUR.

The registered office of the Issuer is at Philip Heymans Allé 15, DK-2900 Hellerup, Denmark, with telephone number +45 39774000 and Danish corporate registration number 15 73 12 49 (which is also the tax number).

The Issuer's History and Development

Founded on 1 April 1992 and incorporated on 15 September 1992, Saxo Bank was one of the first financial institutions to develop an online trading platform that provided ordinary investors with the same tools and market access as professional investors. Over the two decades since its establishment, Saxo Bank has grown to become a fully licensed and regulated European bank specialising in trading and investment, supporting an international client base from its headquarters in Copenhagen and a growing network of offices across Europe, Asia, the Middle East, Latin America and Australia. For more information on the Group structure please refer to the section "Group Structure" above.

Saxo Bank's platform has evolved to meet the changing needs of traders and investors, winning an array of awards along the way, and Saxo Bank now offers a full suite of platforms utilising web and mobile technologies.

The awards and recognitions that the Saxo Bank Group has received for technology, products and services during 2014 and 2015 include:

- "Best Outsourcing Provider" for White Labelling Service in Sell-Side Technology Awards 2015;
- "Best White Label Technology Provider" by FX Week 2015;
- "Best Forex Mobile/Tablet Trading Application" at the UK Forex Awards 2015;
- "Most Innovative Application of Technology" at Financial World Innovation Awards 2014;
- "World's Best Forex Broker" in the Forex Magnates London Summit 2014;
- "Best Use of IT in Investment Banking" at Banking Technology Awards 2014;
- "Best Online Futures & Options Provider" 2014;
- leadership in trading innovation recognised by Global Banking and Finance Review Awards 2014;
- best mobile trading platform by Global Banking and Finance Review Magazine 2014;
- best multi-asset liquidity provider Global Banking and Finance Review Magazine 2014;
- "Best Retail Platform" by FX Week 2014;
- "Most Innovative Social Trading Platform" at IFM Awards 2014; and
- "Best Outsourcing Provider" at Sell-side Technology Awards 2014.

In 2010, Saxo Bank acquired Brørup Sparekasse A/S (now known as Saxo Privatbank A/S) with the view of expanding the Group's business within traditional banking and pension products for the Danish market.

As at 31 December 2015, the Group consists of 24 offices/branches/subsidiaries in 23 countries.

Financial Highlights

	(DKK '000)				(EUR '000)			
Saxo Bank Group	Annual Report 2015	Annual Report 2014	Annual Report 2013	Annual Report 2012	Annual Report 2015	Annual Report 2014	Annual Report 2013	Annual Report 2012
Operating Income	2,126,691	3,006,831	2,860,964	2,966,385	284,953	403,742	383,507	397,625
EBITDA	(109,380)	1,099,038	898,031	605,896	(14,656)	147,573	120,380	81,217
Impairment charges for receivables, loans, advances etc.	(40,388)	(1,745)	(16,834)	(39,947)	(5,412)	(234)	(2,257)	(5,355)
Profit before tax	(778,361)	564,758	247,367	152,044	(104,292)	75,833	33,159	20,381
Tax	133,722	(183,534)	(85,206)	(71,152)	17,917	(24,644)	(11,422)	(9,538)
Net profit for the period	**(644,639)**	**381,224**	**162,161**	**80,892**	**(86,375)**	**51,189**	**21,737**	**10,843**
Trading assets	24,311,589	26,416,499	18,353,461	14,408,557	3,257,485	3,547,077	2,460,249	1,931,377
Loans and advances at amortised cost	1,793,022	1,834,306	1,956,220	1,760,842	240,245	246,302	262,228	236,030
Total assets	**33,501,563**	**36,008,268**	**27,746,196**	**25,623,196**	**4,488,840**	**4,835,012**	**3,719,329**	**3,434,630**
Trading liabilities	2,536,624	7,057,018	2,600,997	2,099,832	339,880	947,581	348,659	281,469
Deposits	22,734,633	21,255,053	17,852,479	16,451,131	3,046,190	2,854,023	2,393,094	2,205,172
Subordinated debt	674,070	542,743	807,893	871,633	90,318	72,877	108,297	116,837
Total liabilities	**29,563,136**	**31,783,044**	**24,253,515**	**22,258,690**	**3,961,135**	**4,267,670**	**3,251,141**	**2,983,639**
Total equity	**3,938,427**	**4,225,224**	**3,492,681**	**3,364,506**	**527,706**	**567,342**	**468,188**	**450,991**
Common equity tier 1 capital	1,923,888	2,285,320	1,586,698	1,154,292	257,780	306,861	212,694	154,726
Tier 1 capital	2,258,755	2,622,581	1,667,941	1,270,023	302,648	352,147	223,585	170,239
Total capital	2,689,473	2,822,183	2,039,664	1,709,447	360,360	378,949	273,413	229,141
Risk-weighted assets	12,975,478	14,300,007	12,555,397	12,624,798	1,738,571	1,920,134	1,683,029	1,692,275
Common equity tier 1 ratio (%)	14.8%	16.0%	12.6%	9.1%	14.8%	16.0%	12.6%	9.1%
Tier 1 capital ratio (%)	17.4%	18.3%	13.3%	10.1%	17.4%	18.3%	13.3%	10.1%
Total capital ratio (%)	20.7%	19.7%	16.2%	13.5%	20.7%	19.7%	16.2%	13.5%
Exchange rate (DKK/EUR) (End of period)					7.4633	7.4474	7.4600	7.4603

Swiss Franc event

The decision made by the Swiss National Bank to remove the fixed floor between the Swiss franc and the Euro on 15 January 2015 (the "**Swiss Franc Event**") has adversely affected the results for the year ended 31 December 2015. The Swiss Franc Event caused the exchange rate against the Euro to increase significantly. A number of the Saxo Bank Group's clients had insufficient margin collateral to cover their losses on positions in the Swiss franc. The losses have, to some extent, subsequently been covered by the clients. Any unsettled negative balance as of the end of the period has been fully provided for in the Saxo Bank Group's results for the year ended 31 December 2015. The net loss for the Saxo Bank Group related to the Swiss Franc Event amounts to approximately DKK 0.7 billion and has been included in the results for the period. The collection process concerning the unsettled negative balances will continue and any further coverage from clients will have a positive impact on the Saxo Bank Group's future results.

DFSA inspections and reviews

Review of the Bank's Risk Management of Margin Trading

The Danish FSA conducted an inspection at Saxo Bank A/S in May 2015. The inspection was partly a follow-up of the review in spring 2014 of the Bank's risk management of clients' margin trading and partly carried out following the Bank's losses on 15 January 2015 due to the Swiss Franc Event.

The review included the Board of Director's determination of risk appetite for margin trading and as well the Board of Director's guidelines to the Bank's Board of Management with regards to limits for clients' margin trading and sub-delegation hereof. The review also covered the Bank's risk management function and risk committees, especially concerning risk management of clients' margin trading. As a consequence of their findings the Danish FSA issued Executive Orders on 3 July 2015. The inspection included a review of the Bank's capital requirement assessment and the Danish FSA noted that the Group's capital was sufficient to cover the Bank's estimated net loss due to the Swiss Franc Event. The Danish FSA also noted that the Bank subsequently strengthened the Group's total capital.

Review of the handling of the Swiss Franc Event

The Danish FSA received a number of complaints and, within the framework of investor protection regulation, the Danish FSA then conducted a thorough investigation of the Bank's handling of the Swiss Franc Event on 15 January 2015. On 7 July 2015, the Danish FSA issued two reprimands but found no reason to criticise the Bank's procedures. The first reprimand related to incomplete marketing information and the second related to lack of immediate communication to some of the clients.

Review of the handling of the requirements in the Money Laundering Directive

In May 2015, the Danish FSA conducted an investigation of the Bank's assessment of the risks related to money laundering. The Danish FSA's determined that, due to the Bank's business model, money laundering is high risk for the Bank as compared to other financial institutions in Denmark. The Danish FSA's determined that the Bank had implemented significant measures aimed at mitigating the risk of money laundering – however, in certain areas the procedures in place could be improved. On 8 October 2015, the Danish FSA issued Executive Orders related hereto. In addition, the Danish FSA acknowledged that part of these had already been fulfilled at the time of the issue.

The Issuer's Business Model

Saxo Bank's business model is that of a facilitator. Saxo Bank offers access to products and services provided by third parties through its online trading platforms. Saxo Bank's business model relies to a certain extent on brokers and financial institutions that have a direct relationship with the client, as they delegate the work of the operation and trade execution to Saxo Bank.

In Denmark, Saxo Bank also offers retail banking services and professional portfolio and fund management through its subsidiary Saxo Privatbank A/S.

Saxo Bank's focus has, over the years, expanded from private clients to include financial institutions such as hedge funds, asset managers and corporates, for whom Saxo Bank has developed dedicated solutions and service models.

Trading facilitation

Liquidity provision

To facilitate online margin trading in non-listed products on its trading platforms, Saxo Bank obtains liquidity from more than 15 large banks. For trading in listed stocks, liquidity is provided through links to the world's main stock exchanges. By aggregating the liquidity of its liquidity providers, Saxo Bank is able to stream competitive prices and spreads to its clients, and to deal with the flow of transactions in a cost-effective way. As Saxo Bank services thousands of clients simultaneously, Saxo Bank is often able to match the trade of its client with an opposite trade in the same instrument by another client, thereby eliminating the need for, and cost of external hedging of, the exposure created by the initial trade. Cost-effective flow handling and risk management are thus core competences of Saxo Bank.

Products

Saxo Bank offers a wide range of assets and products for online trading, including, among others, Foreign Exchange ("**FX**"), equities, commodities (including energy and precious metals) and Exchange Traded Funds ("**ETFs**"). The FX product range comprises spot FX, forwards, options, binary touch options and Contracts for Difference ("**CFDs**") on FX. Equities are traded in the form of cash stocks, CFDs on single stocks, CFDs on stock indices, exchange traded contract options, ETFs and Exchange Traded Commodities ("**ETCs**"). Commodities are traded in the form of futures, CFDs, contract options and OTC options on precious metals.

Clients are able to trade 179 currency crosses, over 9,000 CFDs, more than 19,000 listed stocks from exchanges around the world, futures, FX options, contract options, ETFs and ETCs.

Margin trading and risk management

FX, CFDs and futures are typically traded on margin, meaning that clients are enabled to enter into nominal investments/positions that exceed the value of their deposits with Saxo Bank. To facilitate clients' trading in margin products, Saxo Bank allows clients to use cash deposits, stocks and bonds as collateral. The risk involved with margin trading on the basis of financial collateral is managed in real-time by use of Saxo Bank's proprietary risk-management systems – reference is made to the section below "Risk Management – Risk Management Systems".

Trading platforms and APIs

To facilitate its clients' trading needs and preferences, Saxo Bank offers two different online multi-asset trading platforms and two different Application Programming Interfaces ("**APIs**").

Platforms

The downloadable SaxoTrader platform is frequently used by active traders and institutional investors. It is developed for Windows and gives clients access a range of sophisticated trading functionalities (algo orders, option chains and trade blotters) and post trade services. The newly launched SaxoTraderGO platform is design for retail traders and investors. It is developed for Web, iOS and Android and gives clients an intuitive and easy to use platform experience across PC, MAC, SmartPhone and Tablet formats. In addition to prices and spreads, both online platforms provide clients with access to real-time market news and analysis from recognised newswires such as Dow Jones, Newswires, Reuters etc. Clients also have access to real-time charts, financial calendars, risk management tools, educational resources and other tools.

APIs

The FIX solution is developed for "one to one" trading connectivity to other retail brokers, high frequency traders and hedge funds. Financial Information Exchange ("**FIX**") clients can benefit from competitive spreads on a range of assets, including FX, CFDs (Indices and Commodities), CFD Direct Market Access ("**DMA**"), stocks and futures. The newly launched OpenAPI is a Representational State Transfer ("**REST**") based API that supports content, multi asset trading and post trade services for "one to many" distribution. It has been developed to allow white label clients (as described under "White label clients" below) and external developers easy access to make customised solution on top of Saxo Bank various existing trading and back office functions. It is the same API that powers all the functions in SaxoTraderGO and will be the foundation for our future ambitions to establish a "MarketPlace" of specialised trading and investment application.

TradingFloor.com

In addition to its trading platforms, Saxo Bank has developed TradingFloor.com, a platform designed to facilitate Saxo Bank's digital interaction with its clients, with a great variety of value-adding content, including Saxo TV, education material, news and analyses.

Clients

Private clients

The majority of Saxo Bank's direct clients are private individuals. These clients represent a broad range of individuals with varying degrees of financial experience, insight, wealth and motivation for trading.

To ensure that Saxo Bank provides a suitable offering in terms of prices and service in relation to each private client, Saxo Bank has implemented a client service concept with varying service offerings and price conditions, based on (i) the client type and (ii) the overall value of the relationship with each client.

Institutional clients

Institutional clients are served by Saxo Markets – the institutional division of Saxo Bank (www.markets.saxo). Institutional clients work with Saxo Bank in a direct or wholesale capacity.

Direct clients include fund managers, family offices, property trading firms, asset managers and corporates who engage with Saxo for their execution, prime brokerage and portfolio management needs.

Direct clients can execute, manage risk and cross margin in a single account via Saxo's platform or a FIX API. Saxo's "one account" environment offers a competitive advantage to traditional players, where multiple set-ups are often required to achieve multi-asset functionality. Saxo Markets can also offer FX clients prime brokerage including credit intermediation and clearing, aggregation technology and liquidity optimisation services. Saxo Bank is considered a leading provider of FX prime brokerage. Saxo Bank is extending its offering to include synthetic and ultimately cash equity prime brokerage services going forward.

Direct clients can access a variety of portfolio management tools that are fully integrated into the trading experience for portfolio management and end client reporting.

White label clients

In addition to direct private clients, Saxo Bank also provides trading services to clients of other banks and brokers who offer rebranded versions of Saxo Bank's trading platform to their underlying clients and in their own name. Such banks and brokers, referred to as white label clients, represent approximately half of all clients on-boarded by Saxo Bank. Under the white label concept, Saxo Bank handles the operation, post-trade processing, online risk management and the entire back-end system, thereby enabling the white label customer to focus on client service and acquisition.

Saxo Privatbank A/S

In addition to offering the full package of Saxo Bank's global products and services, Saxo Privatbank A/S provides full-service banking services to Danish clients. The services include:

- initiating mortgage financing;
- providing credits and loans;
- issuing credit cards;
- providing salary and savings accounts;
- accepting deposits; and
- providing pension-saving solutions and insurances.

As part of the Saxo Bank Group, the investment area is at the centre of the service offering and of the client experience. The banking clients of Saxo Privatbank are using a version of the SaxoTraderGO that is fully integrated with their online banking platform.

At the core of the advisory services is Saxo Privatbank's 360-degree advisory concept that ensures that advisory services are taking all aspects of the clients' assets and liabilities – whether privately held or through corporate structures including VSO (*Virksomhedsskatteordningen*) structures – into account. If the private banking client of Saxo Privatbank owns or runs corporations, Saxo Privatbank has designated corporate advisors that have experience in advising on corporate issues.

Saxo Privatbank has offices in Hellerup, Odense, Fredericia, Vejle, Kolding, Brørup, Esbjerg and Aarhus.

Shareholders' equity

Saxo Bank's authorised and issued share capital is DKK 68,283,943.00 as at 31 December 2015.

The Issuer is privately owned with three parties having close to 80.7 per cent. of the issued share capital, the remaining 19.3 per cent. being owned by more than 400 minority shareholders, including former and current employees. According to the Danish Companies Act, shareholders must notify a company if their shareholding exceeds 5 per cent. of the company's share capital. Four shareholders have notified the Issuer that they hold or represent more than 5 per cent. of its share capital:

- TPG Merl Sarl, L-2453, Luxembourg;
- Fournais Holding A/S, DK-2850 Nærum, Denmark;
- Lars Seier Christensen Holding A/S, DK-1256 Copenhagen, Denmark; and
- Gold Shine Investment Holding Pte. Ltd., Singapore.

Group Risk Management

The Group's overall risk management framework and governance structure is established by the Board of Directors based on recommendations from the Board Risk Committee.

The Board of Directors have in the Board Instructions laid out a set of instructions to the Board of Management of the Group on how to manage the day-to-day business of the Group. The Board of Management applies the Board Instructions through the implementation of a risk management framework, governed by the Management Risk Committee. These instructions form a basis of general requirements that the Group must employ in its operations, and should be seen in conjunction with the Group's Risk Management Governance, Policies and Risk Appetite Statements. The Risk Appetite Statements articulate the Group's risk appetite and also includes specific limits for the Bank's risk taking activities.

The Chief Risk Officer ("**CRO**") has the overall responsibility for maintaining and implementing the risk management framework including risk oversight, models and reports. The continuous monitoring and controlling of risks are also delegated to the CRO and are centralised in Group Risk & Capital Management.

The Group is exposed to different risk types. These risk types and more specification about Risk Management objectives and policies are disclosed in the Group's Risk Report 2015, available at www.saxobank.com/investor-relations.

Capital Management of the Saxo Bank Group

The purpose of the Saxo Bank Group's capital management practice is to ensure that the Saxo Bank Group has sufficient capital at all times to cover the risks associated with its activities.

The Group's Internal Capital Adequacy Assessment Process ("**ICAAP**") is prepared according to the guidelines from Danish FSA. The quarterly ICAAP report provides information regarding Saxo Bank's and the Saxo Bank Group's ICAAP methods and capital requirements. The quarterly ICAAP reports are available at www.saxobank.com/investor-relations.

As a part of its capital management, the Saxo Bank Group maintains a capital plan. The capital plan is a function of the estimated (budgeted) forecast of capital, risk and earnings. Furthermore, the Saxo Bank Group has implemented relevant stress tests. The stress scenarios are updated and reviewed according to changes in the market and economic environment.

The Group's capital requirements according to CRR are disclosed in the Group's Risk Report 2015 and are available at www.saxobank.com/investor-relations.

Liquidity Management of the Saxo Bank Group

Liquidity management in Saxo Bank Group covers short term, long term and intraday liquidity management. The Saxo Bank Group relates to both regulatory and self-assessed liquidity ratios and stress tests to insure that liquidity requirements and operating obligations are met on all time horizons.

Procedures for the intraday liquidity management, ensures that Saxo Bank is positioned for timely and accurate settlements and executions of any demands, requirements and obligations. The Saxo Bank Group operates with a day-to-day strategy of handling liquidity. The Saxo Bank Group operates with systems enabling relevant parties to gain timely information on the liquidity requirements and reserves at any given time.

In accordance with EU-regulation Danish credit institutions are required to perform an internal liquidity adequacy assessment processes ("**ILAAP**"). Accordingly, the purpose of the ILAAP is to determine the adequate level of liquidity that is required to operate the Saxo Bank Group.

As a part of the liquidity management, the Saxo Bank Group holds a liquidity contingency plan.

The Group's liquidity requirements according to CRR are disclosed in the Groups Risk Report 2015 and are available at www.saxobank.com/investor-relations.

Group Legal and Group Compliance

Saxo Bank's Legal and Compliance Department is headed by a Group General Counsel, who is responsible for all legal and compliance matters, including legal risk management across the Group. The Legal and Compliance Department is staffed with experienced resources for each function.

Given the global nature of Saxo Bank's activities the centralised function is assisted by local legal and compliance resources in each region, and external counsel where necessary.

On-boarding of Clients

Client on-boarding is a critical function for Saxo Bank before it initiates a relationship with a client. The on-boarding process is under supervision of the Group's Legal and Compliance Department and involves amongst other things Know-Your-Customer and Anti–Money Laundering due diligence processes in order to comply with applicable legislation in this respect. In addition, the Group has a wide range of compliance programs and surveillance systems for the monitoring of its day-to-day activities.

Legal proceedings

Owing to its business volume, the Group is from time to time a party to various lawsuits and disputes and has an ongoing dialogue with public authorities such as the Danish Financial Supervisory Authority. In view of

its size, the Group does not expect the outcome of pending lawsuits and disputes or its dialogue with public authorities to have any material effect on its financial position.

Recent Developments

No significant events have occurred in the period up to the date of this Offering Circular which affect the financial position of Saxo Bank or the Saxo Bank Group.

Management of Saxo Bank

The Issuer's administrative bodies are the Board of Directors and the Board of Management. The Board of Directors, which consists of non-executive directors, is elected by the shareholders of the Issuer at the annual general meeting. The directors are elected for terms of one year each but are eligible for re-election. According to prevailing Danish law the employees of the Saxo Bank Group are entitled to appoint employee representatives to the Board of Directors of Saxo Bank. To date the employees have not exercised this right of appointment.

The Issuer's Board of Management is responsible for the day-to-day business and affairs of the Issuer. The business address of the Board of Directors and the Board of Management is Phillip Heymans Allé 15, 2900 Hellerup, Denmark.

The present members of the Board of Directors and their external positions are as follows (Chairman ("**CM**"), board member ("**BM**"), President ("**P**"), Chief Executive Officer ("**CEO**")):

Lone Fønss Schrøder, chairman

Directorships and other offices:	Akastor ASA (BM) Bilfinger SE (BM) Valnet OY (BM) Volvo Car Corporation AB (BM)

Henrik Normann

Directorships and other offices:	Nordic Investment Bank (President & CEO) Nordsøfonden (CM) Syfoglomad Limited (CM)

Asiff S. Hirji

Directorships and other offices:	HP Enterprise (Chief Restructuring Officer) Inflekxion LLC (Founder) Eze Software Group (BM) TES Global (BM) RentPath (BM)

Jacob Polny

Directorships and other offices:	TPG Capital LLP London (Partner) X2-Resources Ltd (BM) Strauss Coffee BV (BM)

Thomas Stig Plenborg

Directorships and other offices:	Everyday Luxury Feeling A/S (CM) COWI Holding A/S (BM) DSV A/S (BM) JFE Holding ApS (CEO) Plenborg Holding ApS (CEO)

Wikawi Oie

Directorships and other offices:	Ningbo Commerce Bank (BM) Nanjing ZiJin Capital Fund (Partner) Sinar Mas Group (Directorship)

The present members of the Board of Management and their external positions are as follows (Chairman (CM), board member (BM), Chief Executive Officer (CEO)):

Kim Fournais

Directorships and other offices:	Fournais Holding A/S (CEO & BM) Vejrø ApS (CM) Fournais Aviation ApS (CEO)

Steen Blaafalk

Directorships and other offices:	Gun Air ApS (CM) Blue Falcon Holding ApS (CEO) Falcon Future ApS (CEO) Adept Water Technologies A/S (BM)

Søren Kyhl

Directorships and other offices:	Søren Kyhl Holding ApS (CEO)

The external positions for the members of the Board of Directors and the Board of Management may change.

After application of the relevant laws and conflict of interest policies of the Issuer, no potential conflict of interest exist between the duties to the Issuer of the persons on the Board of Directors and the Board of Management and their private interests and/or other duties listed above.

The Board of Directors is required to conduct its functions in accordance with:

- the Danish Financial Business Act and the Danish Executive Order No. 297 of 27 March 2014 on Management and Control of Banks;
- the Articles of Association of Saxo Bank A/S; and

the Rules and Procedures of the Board.

SUBSCRIPTION AND SALE

The Dealers have, in a Programme Agreement (such Programme Agreement as modified and/or supplemented and/or restated from time to time, the "**Programme Agreement**") dated 21 June 2016, agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "Overview of provisions relating to the Notes while in global form" and "Terms and Conditions of the Notes". In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States of America

Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder. The relevant Pricing Supplement will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the Financial Services and Markets Act 2000 would not, if the Issuer was not an authorised person, apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Denmark

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer, sell or deliver any Notes directly or indirectly in Denmark by way of a public offering, unless in compliance with the Danish Consolidated Act No. 1530 of 12 February 2015 on Trading in Securities, as amended, and any Executive Orders issued thereunder.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

TAXATION

The following is a general description of relevant tax considerations and is not to be regarded as a complete tax analysis of all tax issues related to the Notes. Prospective holders of the Notes should consult their professional tax advisers if they are in doubt about their own tax position.

Denmark Taxation

According to the Danish tax laws in effect as of the date of this Offering Circular, (i) except as provided below, payments of interest or principal amounts to any holder of a Note are not subject to taxation in Denmark, (ii) no withholding tax should be required on such payments and (iii) any gain realised upon the sale, exchange or retirement of a Note will not be subject to taxation in Denmark. This tax treatment applies solely to holders of the Notes who are not subject to full tax liability in Denmark or included in a Danish joint taxation scheme or do not carry on business in Denmark through a permanent establishment. If the holder of a Note is affiliated with the Issuer, as set out in Section 3B of the Danish Tax Control Act, a withholding tax of 22 per cent. may in certain circumstances apply.

Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("**FATCA**") impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a "foreign financial institution", or "**FFI**" (as defined by FATCA)) that does not become a "**Participating FFI**" by entering into an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States account" of the Issuer (a "**Recalcitrant Holder**"). The Issuer is classified as an FFI.

The new withholding regime is now in effect for payments from sources within the United States and will apply to "**foreign passthru payments**" (a term not yet defined) no earlier than 1 January 2019. This withholding would potentially apply to payments in respect of (i) any Notes characterised as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued after the "**grandfathering date**", which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified after the grandfathering date and (ii) any Notes characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Notes are issued on or before the grandfathering date, and additional Notes of the same series are issued after that date, the additional Notes may not be treated as grandfathered, which may have negative consequences for the existing Notes, including a negative impact on market price.

The United States and a number of other jurisdictions have entered into intergovernmental agreements to facilitate the implementation of FATCA (each, an "**IGA**"). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a "**Reporting FI**" not subject to withholding under FATCA on any payments it receives. Further, an FFI in an IGA jurisdiction generally would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being "**FATCA Withholding**") from payments it makes. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States and Denmark have signed an agreement (the "**United States-Denmark IGA**") based largely on the Model 1 IGA.

If the Issuer is treated as a Reporting FI pursuant to the United States-Denmark IGA it does not anticipate that it will be obliged to deduct any FATCA Withholding on payments it makes. There can be no assurance, however, that the Issuer will be treated as a Reporting FI, or that it would in the future not be required to

deduct FATCA Withholding from payments it makes. Accordingly, the Issuer and financial institutions through which payments on the Notes are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Notes is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

Whilst the Notes are in global form and held within the ICSDs, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, any Paying Agent and the common depositary or common safekeeper given that each of the entities in the payment chain between the Issuer and with the participants in the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Notes. The documentation expressly contemplates the possibility that the Notes may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA Withholding. However, Definitive Notes will only be printed in remote circumstances.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States and the scope of any such tax is uncertain. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

GENERAL INFORMATION

1. Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List and trading on its Global Exchange Market.

2. The establishment of the Programme was authorised by a resolution of the Board of Directors of the Issuer passed on 2 June 2016. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

3. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN in respect of the Notes will be specified in the relevant Pricing Supplement relating thereto. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg. Euroclear and Clearstream, Luxembourg are the entities in charge of keeping the records.

4. The Permanent Global Notes, Definitive Notes and any Coupons or Talons appertaining to the Notes will bear a legend substantially to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code."

   The sections referred to in such legend provide that a United States person who holds a Note or Coupon generally will not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note or Coupon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

5. Settlement arrangements will be agreed between the Issuer, the relevant Dealer and the Fiscal Agent in relation to each Tranche of Notes.

6. (i) There has been no significant change in the financial or trading position of the Issuer or of the Issuer and its Subsidiaries taken as a whole since 31 December 2015, the last day of the financial period in respect of which the most recent financial statements of the Issuer have been prepared; and

   (ii) there has been no material adverse change in the prospects of the Issuer since 31 December 2015, the last day of the financial period in respect of which the most recently audited financial statements of the Issuer have been prepared.

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

8. The annual financial statements of the Issuer for the financial years ended 31 December 2015 and 31 December 2014 have, in each case, been audited by Ernst & Young P/S ("**EY**") which, at the time of issuing its unqualified opinions on such financial statements, was named KPMG Statsautoriseret Revisionspartnerselskab, being the relevant independent public auditors of the Issuer for such period. KPMG Statsautoriseret Revisionspartnerselskab left the KPMG network and joined the EY network on 1 July 2014 in which connection its name was changed to Ernst & Young P/S. EY is a member of "FSR - Danske Revisorer" (Association of State Authorised Public Accountants).

9. The Irish Listing Agent is BNP Paribas Securities Services, Luxembourg Branch and the address of its registered office is 60, avenue J.F. Kennedy, L-1855 Luxembourg. BNP Paribas Securities

Services, Luxembourg Branch is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to trading on the Global Exchange Market.

10. For as long as the Programme remains valid with the Irish Stock Exchange, hard copies of the following documents will be available, upon request, free of charge, from the registered office of the Issuer and from the Specified Offices of the Fiscal Agent (where applicable, with an English translation thereof):

    (i) the Articles of Association of the Issuer;

    (ii) the Agency Agreement;

    (iii) the Deed of Covenant;

    (iv) the Programme Agreement.

11. For as long as the Programme remains valid with the Irish Stock Exchange, electronic copies of the following documents will be available on the website of the Irish Stock Exchange *www.ise.ie*:

    (i) a copy of this Offering Circular and any Pricing Supplement relating to Notes which are admitted to trading on the Global Exchange Market; and

    (ii) any supplements to this Offering Circular, any future base prospectuses relating to the Programme and any supplements to any future base prospectuses relating to the Programme.

12. For as long as the Programme remains valid with the Irish Stock Exchange, electronic copies of the following documents will be available on the website of the Issuer at *www.saxoworld.com* (see "Documents Incorporated by Reference" for more details):

    (i) Annual Reports (as defined in "Documents Incorporated by Reference"); and

    (ii) any other documents incorporated herein by reference from time to time.

13. Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

14. In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the relevant Pricing Supplement. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

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

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

REGISTERED OFFICE OF THE ISSUER

Saxo Bank A/S
Phillip Heymans Allé 15
2900 Hellerup
Denmark

ARRANGER

BNP Paribas
10 Harewood Avenue
London NW1 6AA
United Kingdom

DEALERS

BNP Paribas
10 Harewood Avenue
London NW1 6AA
United Kingdom

Saxo Bank A/S
Phillip Heymans Allé 15
2900 Hellerup
Denmark

AUDITORS OF THE ISSUER

Ernst & Young P/S
Godkendt Revisionspartnerselskab
State Authorised Public Accountants
(Denmark)
Osvald Helmuths Vej 4
Postboks 250
DK-2000 Frederiksberg
Denmark

FISCAL AGENT AND PAYING AGENT

BNP Paribas Securities Services, Luxembourg Branch
60, avenue J.F. Kennedy
L-1855
Luxembourg

LEGAL ADVISERS

To the Dealers as to English law

Allen & Overy LLP
One Bishops Square
London E1 6AD
United Kingdom

To the Dealers as to Danish law

Kromann Reumert
Sundkrogsgade 5
DK-2100 Copenhagen OE
Denmark

IRISH LISTING AGENT

BNP Paribas Securities Services, Luxembourg Branch
60, avenue J.F. Kennedy
L-1855

Luxembourg

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