



SANTANDER CONSUMER BANK AS

(Incorporated with limited liability in the Kingdom of Norway)

€2,500,000,000

EURO MEDIUM TERM NOTE PROGRAMME

This base prospectus (this "**Base Prospectus**") has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority for the purpose of Directive 2003/71/EC and amendments thereto including Directive 2010/73/EU (the "**Prospectus Directive**"), as a base prospectus in accordance with the requirements imposed under EU and Irish law pursuant to the Prospectus Directive for the purpose of giving information with regard to the issue of notes ("**Notes**") issued under the Euro Medium Term Note Programme (the "**Programme**") described in this Base Prospectus by Santander Consumer Bank AS (the "**Issuer**") during the period of twelve months after the date hereof. Such approval only relates to Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange (the "**Main Securities Market**") or other regulated markets for the purposes of Directive 2004/39/EC or which are offered to the public in any Member State. Applications have been made to the Irish Stock Exchange to admit Notes issued under the Programme during the period of twelve months after the date hereof to listing on the official list of the Irish Stock Exchange (the "**Official List**") and to trading on the Main Securities Market which is a regulated market for the purposes of Directive 2004/39/EC. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.

There are certain risks related to any issue of Notes under the Programme, which investors should ensure they fully understand (see "**Risk Factors**" on pages 5 to 34 of this Base Prospectus).

Tranches (as defined herein) of Notes issued under the Programme may be rated or unrated. If a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms or Drawdown Prospectus, as defined below. Whether or not each credit rating applied for in relation to a relevant Tranche of Notes will be (1) issued by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**"), or (2) issued by a credit rating agency which is not established in the European Union nor registered under the CRA Regulation, or (3) issued by a credit rating agency which is not established in the European Union but will be endorsed by a credit rating agency which is established in the European Union and registered (or which has applied for registration and not been refused) under the CRA Regulation, or (4) issued by a credit rating agency which is not established in the European Union but which is certified in accordance with the CRA Regulation, will be disclosed in the relevant Final Terms or Drawdown Prospectus. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency not established in the European Union but is endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the European Union which is certified in accordance with the CRA Regulation. 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.

Each of Moody's Investors Service Ltd ("**Moody's**") and Fitch Ratings Limited ("**Fitch**") has rated the Issuer. In addition, the Programme has been rated A3 (Senior Notes, as defined herein) and Baa3 (Subordinated Notes, as defined herein) by Moody's and A- (Senior Notes) by Fitch. Each of Moody's and Fitch is established in the European Union and is registered under the CRA Regulation and are, as of the date of this Base Prospectus, included in the list of credit rating agencies published by the European Securities and Market Authority (ESMA) on its website, <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs> in accordance with the CRA Regulation.

Arranger

Barclays

Dealers

Barclays
 BofA Merrill Lynch
 Commerzbank
 Danske Bank A/S
 DNB Bank ASA
 Handelsbanken Capital Markets
 Morgan Stanley
 NatWest Markets
 Santander Global Corporate Banking
 Société Générale Corporate & Investment Banking

BNP PARIBAS
 Citigroup
 Crédit Agricole CIB
 Deutsche Bank
 Goldman Sachs International
 HSBC
 Natixis
 Nordea
 SEB
 Swedbank AB

UniCredit Bank

Responsibility for this Base Prospectus

Santander Consumer Bank AS (the "**Issuer**") accepts responsibility for the information contained in this Base Prospectus and any applicable Final Terms or Drawdown Prospectus, and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

Final Terms/Drawdown Prospectus

Each Tranche (as defined herein) of Notes will be issued on the terms set out herein under "*Terms and Conditions of the Notes*" (the "**Conditions**") as completed by a document specific to such Tranche called final terms (the "**Final Terms**") or in a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**") as described under "*Final Terms and Drawdown Prospectuses*" below.

Other relevant information

This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the relevant Final Terms. This Base Prospectus and each Final Terms may only be used for the purposes for which they have been published.

The Issuer has confirmed to the Dealers named under "*Subscription and Sale*" below that this Base Prospectus (including for this purpose, each relevant Final Terms or Drawdown Prospectus) contains all information which is (in the context of the Programme, the issue, offering and sale of the Notes material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue, offering and sale of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

Unauthorised information

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer.

Neither the Dealers nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus or any supplement hereto, or any Final Terms or Drawdown Prospectus or any document incorporated herein by reference. Neither the delivery of this Base Prospectus or any Final Terms or Drawdown Prospectus, as the case may be, nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Restrictions on distribution

The distribution of this Base Prospectus and any Final Terms or Drawdown Prospectus, as the case may be, and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms or Drawdown Prospectus, as the case may be, comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms or Drawdown Prospectus, as the case may

be, and other offering material relating to the Notes, see "*Subscription and Sale*". In particular, 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 U.S. persons.

Neither this Base Prospectus nor any Final Terms or Drawdown Prospectus, as the case may be, constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms or Drawdown Prospectus, as the case may be, should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms or Drawdown Prospectus, as the case may be, shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

Programme limit

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed €2,500,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into euro at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealer Agreement as defined under "*Subscription and Sale*"). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement.

Certain definitions

In this Base Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area, references to "**U.S. \$**", "**USD**", "**U.S. dollars**" or "**dollars**" are to United States dollars, references to "**€**", "**EUR**" or "**euro**" are to the single currency of participating Member States of the European Union, references to "**£**" are to pounds sterling, and references to "**NOK**" are to Norwegian Krone.

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Language

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

Tranches of Notes

Tranches of Notes issued under the Programme will be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating(s) described above or the rating(s) assigned to Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms or Drawdown Prospectus. Whether or not each credit rating applied for in relation to a relevant Tranche of Notes will be (1) issued by a credit rating agency established in the European Union and registered (or which has applied for registration and not been refused) under the CRA Regulation, or (2) issued by a credit rating agency which is not established in the European Union nor registered under the CRA Regulation, or (3) issued by a credit rating agency which is not established in the European Union but will be endorsed by a credit rating agency which is established in the European Union and registered under the CRA Regulation, or (4) issued by a credit rating agency which is not established in the European Union but which is certified under the CRA Regulation, will be disclosed in the Final Terms or Drawdown Prospectus. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency not established in the European Union but is endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the European Union which is certified under the CRA Regulation.

Stabilisation

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) acting as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

EEA Retail Investors

If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended, from 1 January 2018, to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC ("**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

TABLE OF CONTENTS

OVERVIEW	1
RISK FACTORS	5
INFORMATION INCORPORATED BY REFERENCE	35
FINAL TERMS AND DRAWDOWN PROSPECTUSES	36
FORMS OF THE NOTES	37
USE OF PROCEEDS	40
TERMS AND CONDITIONS OF THE NOTES	41
FORM OF FINAL TERMS	65
OVERVIEW OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM	75
DESCRIPTION OF THE ISSUER	78
SUPERVISION AND REGULATION	86
TAXATION	93
SUBSCRIPTION AND SALE	96
GENERAL INFORMATION	101

OVERVIEW

This overview must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of this Base Prospectus as a whole, including any information incorporated by reference. Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this overview.

Issuer:	Santander Consumer Bank AS
Parent Company:	Santander Consumer Finance, S.A.
Issuer Group	As at 31 December 2016, the Issuer has branches in both Denmark and Sweden as well as a wholly owned subsidiary in Finland.
Santander Group:	The Issuer belongs to the consolidated group of credit institutions, the parent company of which is Banco Santander, S.A.
Risk Factors:	Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer to fulfil its obligations under the Notes are discussed under " <i>Risk Factors</i> ".
Arranger:	Barclays Bank PLC
Dealers:	Banco Santander, S.A., Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Credit Agricole Corporate and Investment Bank, Danske Bank A/S, Deutsche Bank AG, London Branch, DNB Bank ASA, Goldman Sachs International, HSBC Bank plc, Merrill Lynch International, Morgan Stanley & Co. International plc, Natixis, Nordea Bank AB (publ), Skandinaviska Enskilda Banken AB (publ), Société Générale, Swedbank AB (publ), Svenska Handelsbanken AB (publ), The Royal Bank of Scotland plc (trading as NatWest Markets), UniCredit Bank AG, and any other Dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche of Notes.
Issue and Paying Agent:	Citibank, N.A., London Branch
Listing Agent:	A&L Listing Limited
Final Terms or Drawdown Prospectus:	Notes issued under the Programme may be issued either (1) pursuant to this Base Prospectus and associated Final Terms or (2) pursuant to a Drawdown Prospectus. The terms and conditions applicable to any particular Tranche of Notes will be the Conditions of the Notes as completed by the relevant Final Terms or, as the case may be, as supplemented and/or amended in the relevant Drawdown Prospectus.
Listing and Trading:	Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List and trading on its regulated market. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.
Clearing Systems:	Euroclear and/or Clearstream, Luxembourg and/or, in relation to any Tranche of Notes, any other clearing system as may be specified in the relevant Final Terms or Drawdown Prospectus.
Initial Programme Amount:	Up to EUR 2,500,000,000 (or its equivalent in other currencies)

aggregate principal amount of Notes outstanding at any one time.

- 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 and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.
- Forms of Notes:** Notes may only be issued in bearer form. Each Tranche of Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the relevant Final Terms or Drawdown Prospectus. Each Global Note which is not intended to be issued in new global note form (a "**Classic Global Note**" or "**CGN**"), as specified in the relevant Final Terms or Drawdown Prospectus, will be deposited on or around the relevant issue date with a depository or a common depository for Euroclear Bank S.A./N.V. ("**Euroclear**") and/or Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") and/or any other relevant clearing system and each Global Note which is intended to be issued in new global note form (a "**New Global Note**" or "**NGN**"), as specified in the relevant Final Terms or Drawdown Prospectus, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms or Drawdown Prospectus, for Definitive Notes. If the TEFRA D Rules are specified in the relevant Final Terms or Drawdown Prospectus as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.
- 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.
- Status of the Notes:** Notes may be issued on a subordinated or unsubordinated basis, as specified in the relevant Final Terms or Drawdown Prospectus.
- Issue Price:** Notes may be issued at any price, as specified in the relevant Final Terms or Drawdown Prospectus. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
- Maturities:** Any maturity, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies), only be transferred in part if the minimum redemption value of that part is £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities

involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the FSMA by the Issuer.

- Redemption:** Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on their stated Maturity Date at 100 per cent. of their nominal amount.
- Optional Redemption:** Senior Notes may be redeemed before their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders to the extent (if at all) specified in the relevant Final Terms or Drawdown Prospectus. Subordinated Notes may not be redeemed prior to the Maturity Date stated in the relevant Final Terms or Drawdown Prospectus unless otherwise permitted in writing by the Financial Supervisory Authority of the Kingdom of Norway ("**FSAN**") (*Finanstilsynet*).
- Tax Redemption:** Except as described in "*Optional Redemption*" above, early redemption will only be permitted if the Issuer has or will become obliged to pay certain additional amounts in respect of the Notes as a result of any change in the tax laws of the Kingdom of Norway.
- 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 of the relevant Series.
- Denominations:** No Notes may be issued under the Programme which have a minimum denomination of less than EUR100,000 (or equivalent in another currency). Subject thereto, Notes will be issued in such denominations as may be specified in the relevant Final Terms or Drawdown Prospectus, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
- Cross-Default:** The Notes will have the benefit of a cross default as described in Condition 6.1(iii) (*Events of Default – Cross default*) subject to a threshold of U.S.\$50,000,000 (or its equivalent in any other currency on the basis of the middle spot rate for the relevant currency against the U.S. dollar as quoted by any leading bank on the day on which this paragraph operates).
- Taxation:** All payments in respect of Notes will be made free and clear of withholding taxes of the Kingdom of Norway unless the withholding is required by law. In that event, the Issuer will, subject to customary exceptions, pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required.
- Governing Law:** English law. The subordination provisions in relation to the Notes are governed by Norwegian law.
- Enforcement of 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 26 June 2017, a copy of which will be available for inspection at the specified office of the Issue and Paying Agent.
- Selling Restrictions:** For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the European Economic Area, the United States of America, the EEA, the United

Kingdom, the Kingdom of Norway, the Kingdom of Spain, Japan, France, Italy and Switzerland. See "*Subscription and Sale*".

RISK FACTORS

Prospective investors should read the entire Base Prospectus. Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this section.

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

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below. The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay any amounts due on or in connection with any Notes or the Deed of Covenant, may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the information set out elsewhere in this Base Prospectus and reach their own view prior to making any investment decision.

1. Macro-Economic and Political Risks

The Issuer Group's growth, asset quality and profitability may be adversely affected by volatile macroeconomic and political conditions

As at 31 December 2016, the Issuer has branches in both Denmark and Sweden as well as a wholly owned subsidiary in Finland (the "**Issuer Group**"). The Issuer Group's consumer loan and credit card portfolio is mainly concentrated in the Nordic countries (the Kingdom of Norway, Finland, Denmark and Sweden, together the "**Nordic countries**"). Adverse changes affecting the economies of the Nordic countries where the Issuer Group operates, would likely have a significant adverse impact on the Issuer Group's consumer loan and credit card portfolio and, as a result, on its financial condition, cash flow and results of operations.

The economies of some of the countries where the Issuer Group operates have been affected in the past 12 months by a series of political events, including the United Kingdom's vote to leave the European Union in June 2016, which caused significant volatility and has given rise to increasing anti-EU sentiment and populist movements in other EU member states. There can be no assurance that the European and global economic environments will not continue to be affected by political developments, including upcoming elections in 2017 in key EU member states.

The economies of some of the countries where the Issuer Group operates have experienced volatility since the recent global financial crisis. This volatility resulted in fluctuations in the levels of deposits and in the relative economic strength of various segments of the economies to which the Issuer Group lends. In addition, some of the countries where it operates are particularly affected by commodities' price fluctuations, which in turn may affect financial market conditions through exchange rate fluctuations, interest rate volatility and deposits volatility. Negative and fluctuating economic conditions, such as slowing or negative growth and a changing interest rate environment, impact the Issuer Group's profitability by causing lending margins to decrease and credit quality to decline and leading to decreased demand for higher margin products and services.

There is uncertainty over the long-term effects of the monetary and fiscal policies that have been adopted by the Central Banks and financial authorities of some of the world's leading economies. Negative and fluctuating economic conditions in the countries in which it operates, such as those that certain European countries have experienced recently, could also result in government defaults on public debt. This could affect the Issuer Group indirectly, through instabilities that a default in public debt could cause to the Banking system as a whole, particularly since other commercial Banks' exposure to government debt is high in these regions or countries.

In addition, the Issuer Group's revenues are subject to risk of loss from unfavourable political and diplomatic developments, social instability, and changes in governmental policies, including expropriation, nationalisation, international ownership legislation, interest-rate caps and tax policies.

Exposure to UK political developments, including the outcome of the UK referendum on membership of the European Union, could have a material adverse effect on the Issuer Group

On 23 June 2016, the UK held a non-binding referendum (the "UK EU Referendum") on its membership in the EU, in which a majority voted for the UK to leave the EU. Immediately following the result, the UK and global stock and foreign exchange markets commenced a period of significant volatility, including a steep devaluation of the pound sterling, in addition to which there is now continuing uncertainty relating to the process, timing and negotiation of the UK's exit from, and future relationship with, the EU.

On 2 October 2016, the UK Prime Minister announced that her government would commence the exit process by the end of March 2017. The UK Supreme Court ruled on 24 January 2017 that commencement of the exit process must be approved by the UK Parliament. On 1 February 2017, the House of Commons voted to give the Prime Minister the power to notify under Article 50(2) of the Treaty on European Union, the UK's intention to withdraw from the EU. Once the exit process is triggered, a two-year period of negotiation will begin to determine the new terms of the UK's relationship with the EU, after which period its EU membership will cease. These negotiations are expected to run in parallel to standalone bilateral negotiations with the numerous individual countries and multilateral counterparties with which the UK currently has trading arrangements by virtue of its membership of the EU. The timing of, and process for, such negotiations and the resulting terms of the UK's future economic, trading and legal relationships are uncertain.

While the longer term effects of the UK EU Referendum are difficult to predict, these are likely to include further financial instability and slower economic growth as well as higher unemployment and inflation, in the UK, continental Europe and the global economy, at least in the short to medium term. For instance, the UK could lose access to the single EU market and to the global trade deals negotiated by the EU on behalf of its members and this could affect the attractiveness of the UK as a global investment centre and, as a result, could have a detrimental impact on UK growth or potential decreases in interest rates by the Bank of England.

The UK EU Referendum has also given rise to calls for certain regions within the UK to preserve their place in the EU by separating from the UK, as well as the potential for other EU Member States to consider withdrawal. For example, the outcome of the UK EU Referendum was not supported by the majority of voters in Scotland, who voted in favour of remaining in the EU. This has revived the political debate on a second referendum on Scottish independence. These developments, or the perception that any of them could occur, may have a material adverse effect on economic conditions and the stability of financial markets, and could significantly reduce market liquidity and restrict the ability of key market participants to operate in certain financial markets.

The UK political developments described above, along with any further changes in government structure and policies, may lead to further market volatility and changes to the fiscal, monetary and regulatory landscape in which the Issuer Group is subject and could have a negative adverse effect on its financing availability and terms and, more generally, on its business, financial condition and results of operation.

The Issuer Group is vulnerable to disruptions and volatility in the global financial markets

In the past nine years, financial systems worldwide have experienced difficult credit and liquidity conditions and disruptions leading to less liquidity and greater volatility (such as volatility in spreads). Global economic conditions deteriorated significantly between 2007 and 2009, and many of the countries in which the Issuer Group operates fell into recession. Although most countries have begun to recover, this recovery may not be sustainable. Many major financial institutions, including some of the world's largest global commercial Banks, investment Banks, mortgage lenders, mortgage guarantors and insurance companies experienced, and some continue to experience, significant difficulties. Around the world, there have also been runs on deposits at several financial institutions, numerous institutions have sought additional capital or have been assisted by governments, and many lenders and institutional investors have reduced or ceased providing funding to borrowers (including to other financial institutions).

In particular, the Issuer Group faces, among others, the following risks related to the economic downturn:

- Reduced demand for the Issuer Group's products and services.
- Increased regulation of the Issuer Group's industry. Compliance with such regulation will continue to increase the Issuer Group's costs and may affect the pricing for its products and services, increase

its conduct and regulatory risks related to non-compliance and limit the Issuer Group's ability to pursue business opportunities.

- Inability of the Issuer Group's borrowers to timely or fully comply with their existing obligations. Macroeconomic shocks may negatively impact the household income of its retail customers and may adversely affect the recoverability of its retail loans, resulting in increased loan losses.
- The process the Issuer Group uses to estimate losses inherent in its credit exposure requires complex judgments, including forecasts of economic conditions and how these economic conditions might impair the ability of the Issuer Group's borrowers to repay their loans. The degree of uncertainty concerning economic conditions may adversely affect the accuracy of the Issuer Group's estimates, which may, in turn, impact the reliability of the process and the sufficiency of the Issuer Group's loan loss allowances.
- The value and liquidity of the portfolio of investment securities that the Issuer Group holds may be adversely affected.
- Any worsening of global economic conditions may delay the recovery of the international financial industry and impact the Issuer Group's financial condition and results of operations.

Despite recent improvements in certain segments of the global economy, uncertainty remains concerning the future economic environment. Such economic uncertainty could have a negative impact on the Issuer Group's business and results of operations. A slowing or failing of the economic recovery would likely aggravate the adverse effects of these difficult economic and market conditions on the Issuer Group and on others in the financial services industry.

Increased volatility in the global financial markets could have a material adverse effect on the Issuer Group, including its ability to access capital and liquidity on financial terms acceptable to it, if at all. If capital markets financing ceases to become available, or becomes excessively expensive, the Issuer Group may be forced to raise the rates paid on deposits to attract more customers and become unable to maintain certain liability maturities. Any such increase in capital markets funding availability or costs or in deposit rates could have a material adverse effect on the Issuer Group's interest margins and liquidity.

If all or some of the foregoing risks were to materialise, this could have a material adverse effect on the Issuer Group's financing availability and terms and, more generally, on its results, financial condition and prospects.

The Issuer Group may suffer adverse effects as a result of economic and sovereign debt tensions in the Eurozone

Conditions in the capital markets and the economy generally in the Eurozone continue to show signs of fragility and volatility, with political tensions in Europe being particularly heightened in the past twelve months. In addition, interest rate differentials among Eurozone countries are affecting government finance and borrowing rates in those economies. These factors could have a material adverse effect on the Issuer Group's operating results, financial condition and prospects.

The UK EU Referendum caused significant volatility in the global stock and foreign exchange markets. It has also encouraged anti-EU and populist parties in other member states, raising the potential for other countries to seek to conduct referenda with respect to their continuing membership of the EU. On 4 December 2016, voters in Italy rejected constitutional reform proposals put forward by the Italian Prime Minister by way of referendum (the "**Italian Referendum**"), which was generally regarded as portraying an anti-EU sentiment. Following the results of the UK EU Referendum and the Italian Referendum, the risk of further instability in the Eurozone cannot be excluded, particularly in Germany which is due to hold elections in 2017.

In the past, the European Central Bank ("**ECB**") and European Council have taken actions with the aim of reducing the risk of contagion in the Eurozone and beyond and improving economic and financial stability. Notwithstanding these measures, a significant number of financial institutions throughout Europe have substantial exposures to sovereign debt issued by Eurozone (and other) nations, which may be under financial stress. Should any of those nations default on their debt, or experience a significant widening of credit spreads, major financial institutions and Banking systems throughout Europe could be adversely affected, with wider possible adverse consequences for global financial market conditions.

The Issuer Group has direct and indirect exposure to financial and economic conditions throughout the Eurozone economies. Concerns relating to sovereign defaults or a partial or complete break-up of the European Monetary Union, including potential accompanying redenomination risks and uncertainties, have significantly increased in light of the political and economic factors mentioned above. A deterioration of the economic and financial environment could have a material adverse impact on the whole financial sector, creating new challenges in sovereign and corporate lending and resulting in significant disruptions in financial activities at both the market and retail levels. This could materially and adversely affect the Issuer Group's operating results, financial position and prospects.

2. Risks Relating to the Issuer and the Issuer Group Business

The Issuer Group is exposed to risk of loss from legal and regulatory proceedings

The Issuer Group faces risk of loss from legal and regulatory proceedings, including tax proceedings, that could subject the Issuer Group to monetary judgments, regulatory enforcement actions, fines and penalties. The current regulatory and tax enforcement environment in the jurisdictions in which the Issuer Group operates reflects an increased supervisory focus on enforcement, combined with uncertainty about the evolution of the regulatory regime, and may lead to material operational and compliance costs.

The Issuer Group is from time to time subject to certain claims and is a party to certain legal proceedings incidental to the normal course of its business, including in connection with conflicts of interest, lending activities, relationships with the Issuer Group's employees and other commercial or tax matters. In view of the inherent difficulty of predicting the outcome of legal matters, particularly where the claimants seek very large or indeterminate damages, or where the cases present novel legal theories, involve a large number of parties or are in the early stages of discovery, the Issuer Group cannot state with confidence what the eventual outcome of these pending matters will be or what the eventual loss, fines or penalties related to each pending matter may be. The amount of the Issuer Group's reserves in respect of these matters is substantially less than the total amount of the claims asserted against the Issuer Group and, in light of the uncertainties involved in such claims and proceedings, there is no assurance that the ultimate resolution of these matters will not significantly exceed the reserves currently accrued by the Issuer Group. As a result, the outcome of a particular matter may be material to the Issuer Group's operating results for a particular period.

The Issuer Group is subject to substantial regulation and regulatory and governmental oversight which could adversely affect its business, operations and financial condition

As a financial institution, the Issuer Group is subject to extensive regulation, which materially affects its businesses. The statutes, regulations and policies to which the Issuer Group is subject may be changed at any time. In addition, the interpretation and the application by regulators of the laws and regulations to which the Issuer Group is subject may also change from time to time. Extensive legislation and implementing regulation affecting the financial services industry has recently been adopted in regions that directly or indirectly affect the Issuer Group's business, including the Kingdom of Norway, Spain, the EU and other jurisdictions, and further regulations are in the process of being implemented. The manner in which those laws and related regulations are applied to the operations of financial institutions is still evolving. Moreover, to the extent these recently adopted regulations are implemented inconsistently in the various jurisdictions in which the Issuer Group operates, the Issuer Group may face higher compliance costs. Any legislative or regulatory actions and any required changes to the business operations of the Issuer Group resulting from such legislation and regulations, as well as any deficiencies in the Issuer Group's compliance with such legislation and regulation, could result in significant loss of revenue, limit the ability of the Issuer Group to pursue business opportunities in which it might otherwise consider engaging and provide certain products and services, affect the value of assets that it holds, require the Issuer Group to increase its prices and therefore reduce demand for its products, impose additional compliance and other costs on the Issuer Group or otherwise adversely affect its businesses. In particular, legislative or regulatory actions resulting in enhanced prudential standards, in particular with respect to capital and liquidity, could impose a significant regulatory burden on the Issuer. Future liquidity standards could require the Issuer to maintain a greater proportion of its assets in highly-liquid but lower-yielding financial Notes, which would negatively affect its net interest margin. Moreover, the regulatory authorities, as part of their supervisory function, periodically review the Issuer's allowance for loan losses. Such regulators may require the Issuer to increase its allowance for loan losses or to recognise further losses. Any such additional provisions for loan losses, as required by these regulatory agencies, whose views may differ from those of the Issuer's management, could have an adverse effect on the Issuer's earnings and financial condition. Accordingly, there can be no

assurance that future changes in regulations or in their interpretation or application will not adversely affect the Issuer Group.

Although the Kingdom of Norway is not a member of the EU, it is a member of the European Free Trade Association ("**EFTA**"), and a party to the European Economic Area agreement (the "**EEA Agreement**") which provides for the free movement of persons, goods, services and capital within the European single market. As a member of the EEA Agreement, the Kingdom of Norway is committed to adopt most EU directives and regulations concerning the European single market in its national legislation, including regulations relating to capital requirements, funding and liquidity. However, there has been a delay of including the relevant EU legislation in the EEA Agreement and national Norwegian legislation, in particular since the authority granted to the supervision authorities EBA, ESMA and EIOPA (together the "**ESAs**") in various EU regulations raised certain constitutional challenges for the Kingdom of Norway. Following a voting by the Norwegian parliament in June 2016 (and corresponding decisions made by the authorities of other relevant EFTA countries), the challenge has been solved, with the outcome that binding decisions, which otherwise would have been adopted by the ESAs, must be made by the EFTA Surveillance Authority based on proposals from the ESAs, as far as market participants incorporated in the EFTA countries are concerned. While there are no longer any formal obstacles preventing the Kingdom of Norway to incorporate EU legislation on the financial area, the delay has resulted in a back-log of a significant number of EU legislation now pending to be included in the EEA Agreement, and the exact timing of implementation of the various legislation is uncertain.

The wide range of regulations, actions and proposals which most significantly affect the Issuer, or which could most significantly affect the Issuer in the future, relate to capital requirements, funding and liquidity, development of a fiscal and Banking union in the EU and regulatory reforms, and are discussed in further detail below. These and other regulatory reforms adopted or proposed in the wake of the financial crisis have increased and may continue to materially increase the Issuer Group's operating costs and negatively impact the Issuer Group's business model. Furthermore, regulatory authorities have substantial discretion in how to regulate Banks, and this discretion, and the means available to the regulators, have been increasing during recent years. Regulation may be imposed on an ad hoc basis by governments and regulators in response to a crisis. In addition, the volume, granularity, frequency and scale of regulatory and other reporting requirements necessitate a clear data strategy to enable consistent data aggregation, reporting and management. Inadequate management information systems or processes, including those relating to risk data aggregation and risk reporting, could lead to a failure to meet regulatory reporting requirements or other internal or external information demands and the Issuer Group may face supervisory measures as a result.

Pending the outcome of the constitutional challenge as referred to above (which now has been resolved), the Kingdom of Norway has, outside of the EEA Agreement, incorporated a significant amount of capital, funding and liquidity requirements in its national legislation, which in all material aspects, correspond to the EU legislation. The main regulations and regulatory and governmental oversight that can adversely impact the Issuer Group include but are not limited to the following:

Capital requirements

In December 2010, the Basel Committee on Banking Supervision (the "**Basel Committee**") proposed a number of fundamental reforms to the regulatory capital framework for internationally active banks ("**Basel III**"). Basel III raised the quantity and quality of capital required to be held by a financial institution with an emphasis on CET1 capital and introduced an additional requirement for both a capital conservation buffer and a countercyclical buffer to be met with CET1 capital.

Basel III was transposed into EU law by the enactment of Directive 2013/36/EU of the European Parliament and of the Council, of 26 June, on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms ("**CRD IV Directive**"), which implements the Basel III capital standards over a phase-in period until 1 January 2019, and Regulation 575/2013 of the European Parliament and of the Council, of 26 June, on prudential requirements for credit institutions and investment firms ("**CRR**", and together with the CRD IV Directive and any CRD IV implementing measures, "**CRD IV**"). A number of the requirements introduced under CRD IV have been, and continue to be, further supplemented through the Regulatory and Implementing Technical Standards.

On 23 November 2016, the European Commission announced a further package of reforms to CRD IV, the BRRD and the SRM Regulation (each of the BRRD and SRM Regulation as defined below) (the "**EU Banking Reforms**"), including measures to increase the resilience of EU institutions and enhance financial stability. The timing for the final implantation of these reforms as at the date of this Prospectus is unclear.

As a Norwegian financial institution, the Issuer is subject to the capital adequacy requirements as set out in *finansforetaksloven* (LOV-2015-04-10-17) (the "**Financial Undertakings Act**") and *kapitalkravforskriften* (FOR-2006-12-14-1506). The requirements are based on, and correspond in all material aspects, to the capital requirements set out in CRR and CRD IV.

Under the Financial Undertakings Act, the Issuer is required, on a consolidated basis, to hold a minimum amount of regulatory capital of 8 per cent. of risk-weighted assets ("**RWAs**"), of which at least 4.5 per cent. of RWAs must be common equity tier 1 ("**CET1**") capital and at least 6 per cent. of RWAs must be Tier 1 capital (together, the "**Pillar 1 requirements**").

In addition, the new regulatory regime has also increased the level of capital required by means of a "combined buffer requirement" which is required to be satisfied with CET1 capital. The "combined buffer requirement" has introduced four new capital buffers: (i) the capital conservation buffer, (ii) the countercyclical buffer, (iii) the systemically important institution buffer and (iv) the systemic risk buffer. While the capital conservation buffer is 2.5 per cent. of RWAs and the systemic risk buffer is 3 per cent. of RWAs, the countercyclical buffer varies between 0 – 2.5 per cent. and is determined by the Norwegian Ministry of Finance on annual basis. However, the FSAN has made a statement that the countercyclical buffer determined by EEA countries may be applied in case Norwegian financial institutions operate in the relevant EEA countries. The level of the countercyclical buffer varies, therefore, among the jurisdictions where the Issuer Group' assets have been originated. As at the date of this Prospectus, the level of the countercyclical buffer is 1.5 per cent. of RWAs in the Kingdom of Norway, 2 per cent. of RWAs in Sweden, 0 per cent. of RWAs in Denmark and 0 per cent. of RWAs in Finland. The countercyclical buffer in the Kingdom of Norway will increase from 1.5 per cent. of RWAs to 2 per cent. of RWAs from 31 December 2017.

The Issuer is not classified as a systemically important institution and is, therefore, not required to hold a systemically important institution buffer.

Moreover, in addition to the Pillar 1 requirements, supervisory authorities may impose further "Pillar 2" capital requirements to cover other risks, including those not considered to be fully captured by the Pillar 1 requirements or to address macro-prudential considerations (although, under the EU Banking Reforms, it is proposed that further "Pillar 2" capital requirements should be used to address micro-prudential considerations only). This may result in the imposition of further CET1, Tier 1 and total capital requirements on the Group pursuant to this "Pillar 2" framework.

Building on changes made to requirements in relation to the quality and aggregate quantity of capital that banks must hold, the Basel Committee is currently in the process of reviewing and issuing recommendations in relation to risk asset weightings which may lead to increased regulatory scrutiny of risk asset weightings in the jurisdictions who are members of the Basel Committee.

Minimum requirement of own funds and eligible liabilities (MREL)

Directive 2014/59/EU establishes a framework for the recovery and resolution of credit institutions and investment firms (the "**BRRD**") and is deemed as relevant for the EEA. On 26 October, 2016 the Norwegian Bank Law Commission released its proposal NOU 2016: 23 for the proposed national legislation aiming to implement BRRD into Norwegian law. As at the date of this Prospectus, the next step in the legislation process is release of a proposal from the Norwegian Ministry of Finance.

In addition to the minimum capital requirements under CRD IV, the BRRD regime and the proposal from the Norwegian Bank Law Commission prescribe that banks shall hold a minimum level of own funds and eligible liabilities in relation to total liabilities and own funds (known as "**MREL**"). The MREL shall be calculated as the amount of own funds and eligible liabilities expressed as a percentage of the total liabilities and own funds of the institution. Eligible liabilities may be senior or subordinated, provided, among other requirements, that they have a remaining maturity of at least one year and, if governed by a non-EU law, they must be able to be written down or converted under that law (including through contractual provisions). On 3 July 2015 the EBA published the final draft technical standards on the criteria for determining MREL, which was adopted with certain amendments by the European Commission pursuant to Commission Delegated Regulation (EU) 2016/1450, of 23 May.

The timing of implementation of the MREL requirement for Norwegian financial institutions is uncertain. The level of capital and eligible liabilities required under MREL will be set by the resolution authority for each bank (and/or group) based on certain criteria including systemic importance. As at the date of this

Prospectus, since the legislation aiming to adopt BRRD in the Kingdom of Norway has not yet been adopted and the resolution authority has not been established, the level for the Issuer is uncertain.

On 9 November 2015 the Financial Stability Board ("**FSB**") published its final Total Loss-Absorbing Capacity ("**TLAC**") Principles and Term Sheet, proposing that global systemic important banks ("**G-SIBS**") maintain significant minimum amounts of liabilities that are subordinated (by law, contract or structurally) to certain prior ranking liabilities, such as guaranteed insured deposits. The TLAC Principles and Term Sheet contains a set of principles on loss absorbing and recapitalisation capacity of G-SIBs in resolution and a term sheet for the implementation of these principles in the form of an internationally agreed standard. The FSB will undertake a review of the technical implementation of the TLAC Principles and Term Sheet by the end of 2019. The TLAC Principles and Term Sheet requires a minimum TLAC requirement to be determined individually for each G-SIB at the greater of (a) 16 per cent. of RWAs as of 1 January 2019 and 18 per cent. as of 1 January 2022, and (b) 6 per cent. of the Basel III Tier 1 leverage ratio exposures as of 1 January 2019, and 6.75 per cent. as of 1 January 2022. Although the Issuer has not been classified as a G-SIB by the FSB and, thus, in principle, TLAC should not apply to it, it cannot be disregarded that in future TLAC requirements may apply to the Issuer in addition to other capital requirements either because TLAC requirements are adopted and implemented in the Kingdom of Norway and extended to non-G-SIBs through the imposition of similar MREL requirements as set out below or otherwise (and as per the BRRD, any legislative proposal from the European Commission will have to take into account the need of consistency between MREL and other international standards such as TLAC).

While the general goal of these proposals is well understood, it is too early to confirm the exact amendments that will be introduced and consequently the precise impact on the Issuer Group. In light of the above, new and more demanding additional capital requirements may be applied in the future. Additionally, if it is found that there could exist any obstacles to resolvability by the Issuer, a higher MREL requirement could be imposed.

Neither BRRD nor the MREL Delegated Regulation provides details on the implications of a failure by an institution to comply with its MREL requirement. However, the EU Banking Reforms propose that this be addressed by the relevant authorities on the basis of their powers to address or remove impediments to resolution, the exercise of their supervisory powers under the CRD IV Directive, early intervention measures and administrative penalties and other administrative measures.

Liquidity requirements

In December 2010 the Basel Committee also published its global quantitative liquidity framework, comprising the Liquidity Coverage Ratio ("**LCR**") and Net Stable Funding Ratio ("**NSFR**") metrics, seeking to (i) promote the short-term resilience of banks' liquidity risk profiles by ensuring they have sufficient high-quality liquid assets to survive a significant stress scenario; and (ii) promote resilience over a longer time horizon by creating incentives for banks to fund their activities with more stable sources of funding on an ongoing basis. This liquidity framework was revised by the Basel Committee in January 2013 and in January 2014.

In addition, CRR includes a requirement for institutions to calculate a leverage ratio and, at its meeting of 12 January 2014, the oversight body of the Basel Committee endorsed the definition of the leverage ratio set forth in CRD IV, to promote consistent disclosure, which applied from 1 January 2015. There will be a mandatory minimum capital requirement on 1 January 2018 with an initial minimum leverage ratio of 3 per cent. that can be raised after calibration, if European authorities so decide. The Basel Committee published in April 2016 a consultative document proposing to review the framework of the leverage ratio (including its calibration). It is not possible to quantify the impact of this review and there is, therefore, uncertainty with respect to the definitive definition and calibration of the leverage ratio which are expected to be set out further in 2017.

The EU Banking Reforms propose a binding leverage ratio requirement that 3 per cent. of the leverage exposure must be met with Tier 1 capital that is added to an institution's own funds requirements and that an institution must meet this in addition to its risk based requirements.

The current liquidity framework in the Kingdom of Norway is based on the liquidity framework set out in CRR and CRDIV, and has been implemented into Norwegian law by way of *forskrift om beregning av likvide eiendeler, utbetalinger og innbetalinger i likviditetsreserven* (LCR) (FOR-2015-12-22-1841) and *forskrift om kapitalkrav og nasjonal tilpasning av CRR/CRD IV* (FOR-2014-08-22-1097) ("**FOR-2014-08-22-1097**").

As of the first quarter of 2017, the Issuer's LCR was 113.18 per cent. the NSFR was 101.39 per cent. and the leverage ratio was 11.37 per cent.

The current leverage ratio framework in the Kingdom of Norway has been implemented into Norwegian law by way of FOR-2014-08-22-1097. Pursuant to section 5 (Part III) of FOR-2014-08-22-1097, Norwegian banks shall, with effective date 30 June, 2017, have a leverage ratio of at least 3 per cent. of Tier 1 capital based on the institutions' exposure, and a leverage ratio buffer of at least 2 per cent. of Tier 1 capital based on the institutions' exposure.

Other regulatory reforms adopted or proposed in the wake of the financial crisis deemed as EEA relevant

On 16 August 2012, Regulation (EU) No 648/2012 on over-the-counter ("**OTC**") derivatives, central counterparties and trade repositories entered into force ("**EMIR**"). EMIR introduced a number of requirements, including clearing obligations for certain classes of OTC derivatives, exchange of initial and variation margin and various reporting and disclosure obligations. Some of the elements of EMIR may lead to changes which may negatively impact the Group's profit margins, require it to adjust its business practices or increase its costs (including compliance costs). EMIR will be implemented in the Kingdom of Norway on 1 July 2017, but the timing for implementing the various EMIR-specific technical standards and delegated regulations promulgated by the European Commission is currently unknown.

The new Markets in Financial Notes legislation (which comprises Regulation (EU) No 600/2014 ("**MiFIR**") and Directive 2014/65/EU ("**MiFID II**")), introduces a trading obligation for those OTC derivatives which are subject to mandatory clearing and which are sufficiently standardised. Additionally, it includes other requirements such as enhancing the investor protection's regime and governance and reporting obligations. It also extends transparency requirements to OTC operations in non-equity Notes. MiFID II was initially intended to enter into effect on 3 January 2017. In order to ensure legal certainty and avoid potential market disruption, the European Commission has proposed delaying the effective date of MiFID II by 12 months until 3 January 2018. The timing for implementing MiFIR and MiFID II in Norway is not yet certain, but is expected to occur sometime in 2018. A proposal for Norwegian implementation was published on 20 January 2017 and is currently with the Norwegian Ministry of Finance for consideration.

On 28 September 2011, the European Commission tabled a proposal for a European Council Directive on a common system of financial transaction tax amending Directive 2008/7/EC. See "*Risk Factors - Transactions in the Notes could be subject to the European financial transaction tax, if adopted*".

These and any additional legislative or regulatory actions in the Kingdom of Norway, the Kingdom of Spain, the European Union or other countries, and any required changes to the Issuer Group's business operations resulting from such legislation and regulations, could result in significant loss of revenue, limit the ability of the Issuer Group to pursue business opportunities in which it might otherwise consider engaging, affect the value of assets that the Issuer Group holds, require the Issuer Group to increase its prices and therefore reduce demand for its products, impose additional costs on the Issuer Group or otherwise adversely affect its business. Accordingly, the Issuer Group cannot provide assurance that any such new legislation or regulations would not have an adverse effect on its business, results of operations or financial condition in the future.

The Issuer Group is subject to potential intervention by regulators or supervisors, particularly in response to customer complaints

As noted above, the Issuer Group's business and operations are subject to increasingly significant rules and regulations that are required to conduct banking and financial services business. These apply to business operations, affect financial returns, include reserve and reporting requirements, and prudential and conduct of business regulations. These requirements are set by the relevant central banks and regulatory authorities that authorise, regulate and supervise the Issuer Group in the jurisdictions in which it operates.

In their supervisory roles, the regulators seek to maintain the safety and soundness of financial institutions with the aim of strengthening the protection of customers and the financial system. The supervisors' continuing supervision of financial institutions is conducted through a variety of regulatory tools, including the collection of information by way of prudential returns, reports obtained from skilled persons, visits to firms and regular meetings with management to discuss issues such as performance, risk management and strategy. In general, these regulators have a more outcome-focused regulatory approach that involves more proactive enforcement and more punitive penalties for infringement. As a result, the Issuer Group faces increased supervisory scrutiny (resulting in increasing internal compliance costs and supervision fees), and

in the event of a breach of its regulatory obligations it is likely to face more stringent regulatory fines. Some of the regulators are focusing intently on consumer protection and on conduct risk and will continue to do so. This has included a focus on the design and operation of products, the behaviour of customers and the operation of markets. Such a focus could result in usury regulation that could restrict the Issuer Group's ability to charge certain levels of interest in credit transactions or in regulation that would prevent it from bundling products that it offers to its customers. Some of the laws in the relevant jurisdictions in which the Issuer Group operates, give the regulators the power to make temporary product intervention rules either to improve a firm's systems and controls in relation to product design, product management and implementation, or to address problems identified with financial products. These problems may potentially cause significant detriment to consumers because of certain product features or governance flaws or distribution strategies. Such rules may prevent institutions from entering into product agreements with customers until such problems have been solved. Some of the regulatory regimes in the relevant jurisdictions in which the Issuer Group operates require it to be in compliance across all aspects of its business, including the training, authorisation and supervision of personnel, systems, processes and documentation. If the Issuer Group fails to comply with the relevant regulations, there would be a risk of an adverse impact on its business from sanctions, fines or other actions imposed by the regulatory authorities. Customers of financial services institutions, including the Issuer Group's customers, may seek redress if they consider that they have suffered loss as a result of the mis-selling of a particular product, or through incorrect application of the terms and conditions of a particular product. Given the inherent unpredictability of litigation and the evolution of judgments by the relevant authorities, it is possible that an adverse outcome in some matters could harm the Issuer Group's reputation or have a material adverse effect on its operating results, financial condition and prospects arising from any penalties imposed or compensation awarded, together with the costs of defending such an action, thereby reducing its profitability.

The Issuer Group is subject to review by taxing authorities and, as a consequence, a potential discrepancy with the tax authorities may have an adverse effect on the Issuer Group

The preparation of the Issuer Group's tax returns requires sometimes interpretations of complex tax laws and regulations and is subject to review by taxing authorities. The Issuer Group is subject to the income tax laws of the Kingdom of Norway and of the other jurisdictions in which it operates. These tax laws are complex and subject sometimes to different interpretations by the taxpayer and relevant governmental taxing authorities, which are quite often subject to prolonged evaluation periods until a final resolution is reached. In establishing a provision for income tax expense and filing returns, the Issuer Group must make judgments and interpretations about the application of these inherently complex tax laws. If the judgment, estimates and assumptions the Issuer Group use in preparing its tax returns are subsequently found to be incorrect, there could be an adverse effect on its results of operations.

Changes in taxes and other assessments may adversely affect the Issuer Group

The legislatures and tax authorities in the tax jurisdictions in which the Issuer Group operates regularly enact reforms to the tax and other assessment regimes to which the Issuer Group and its customers are subject. Such reforms include changes in tax rates and, occasionally, enactment of temporary taxes, the proceeds of which are earmarked for designated governmental purposes. The effects of these changes and any other changes that result from enactment of additional tax reforms cannot be quantified and there can be no assurance that any such reforms would not have an adverse effect upon the Issuer Group's business.

Payments on the Notes may be subject to U.S. withholding under FATCA

Whilst the Notes are in global form and held within Euroclear Bank SA/NV or Clearstream Banking, société anonyme (together the "ICSDs"), in all but the most remote circumstances it is not expected that the 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 - FATCA). However, FATCA may affect payments received by financial institutions which participate in the ICSDs or by custodians and intermediaries in the subsequent payment chain leading to the ultimate investor if any such participant, 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 to 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 their custodians or other intermediaries with care (to ensure that each is compliant with FATCA and 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. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the Notes are discharged once it has paid the ICSDs or their agents and the Issuer therefore has no responsibility for any amount deducted under FATCA from payments made thereafter to participants, custodians, intermediaries, or ultimate investors.

Withholding tax on interest payments may be introduced in the Kingdom of Norway

In a White Paper to the Norwegian Parliament in October 2015 (Meld. St. 4 (2015-2016)), the Government advised that it will look further into the possible introduction of a Norwegian withholding tax on interest. A detailed proposal is expected to be submitted for public consultation when ready.

In the event of the withholding tax being implemented and the payments of interest in respect of an issue of Notes is subject to withholding tax, the Issuer would be required to gross up the payments in accordance with (but subject to the exceptions set out in) Condition 7 of the Terms and Conditions of the Notes. If the Issuer has or will become obliged to pay additional amounts as provided in Condition 7 of the Terms and Conditions of the Notes, the Issuer may (subject to the conditions set out therein) exercise its right to redeem the Notes at the Early Redemption Amount pursuant to Condition 5.2 of the Terms and Conditions of the Notes.

The Issuer Group may not be able to detect or prevent money laundering and other financial crime activities fully or on a timely basis, which could expose the Issuer Group to additional liability and could have a material adverse effect on it

The Issuer Group is required to comply with applicable anti-money laundering ("AML"), anti-terrorism, anti-bribery and corruption, sanctions and other laws and regulations applicable to it. These laws and regulations require it, among other things, to conduct full customer due diligence (including sanctions and politically-exposed person screening), keep its customer, account and transaction information up to date and have implemented effective financial crime policies and procedures detailing what is required from those responsible. The Issuer Group is also required to conduct AML training for its employees and to report suspicious transactions and activity to appropriate law enforcement following full investigation by its local AML team.

Financial crime has become the subject of enhanced regulatory scrutiny and supervision by regulators globally. AML, anti-bribery and corruption and sanctions laws and regulations are increasingly complex and detailed and have become the subject of enhanced regulatory supervision, requiring improved systems, sophisticated monitoring and skilled compliance personnel.

The Issuer Group has developed policies and procedures aimed at detecting and preventing the use of its banking network for money laundering and other financial crime related activities. These require implementation and embedding within the Issuer Group's business effective controls and monitoring, which in turn requires on-going changes to systems and operational activities. Financial crime is continually evolving and, as noted, is subject to increasingly stringent regulatory oversight and focus. This requires proactive and adaptable responses from the Issuer Group so that it is able to deter threats and criminality effectively. As a multinational bank, the Issuer Group is particularly exposed to this risk. Even known threats can never be fully eliminated, and there will be instances where it may be used by other parties to engage in money laundering and other illegal or improper activities. In addition, the Issuer Group relies heavily on its employees to assist it by spotting such activities and reporting them, and the Issuer Group's employees have varying degrees of experience in recognising criminal tactics and understanding the level of sophistication of criminal organisations. Where the Issuer Group outsource any of its customer due diligence, customer screening or anti financial crime operations, it remains responsible and accountable for full compliance and any breaches. If the Issuer Group is unable to apply the necessary scrutiny and oversight, there remains a risk of regulatory breach.

If the Issuer Group is unable to fully comply with applicable laws, regulations and expectations, its regulators and relevant law enforcement agencies have the ability and authority to impose significant fines and other penalties on the Issuer Group, including requiring a complete review of its business systems, day-to-day supervision by external consultants and ultimately the revocation of its banking license.

The reputational damage to the Issuer Group's business and global brand would be severe if it were found to have breached AML, anti-bribery and corruption or sanctions requirements. The Issuer Group's reputation

could also suffer if it is unable to protect its customers' bank products and services from being used by criminals for illegal or improper purposes.

In addition, while the Issuer Group reviews its relevant counterparties' internal policies and procedures with respect to such matters, the Issuer Group, to a large degree, relies upon its relevant counterparties to maintain and properly apply their own appropriate compliance procedures and internal policies. Such measures, procedures and internal policies may not be completely effective in preventing third parties from using the Issuer Group's (and its relevant counterparties') services as a conduit for illicit purposes (including illegal cash operations) without its (and its relevant counterparties') knowledge. If the Issuer Group is associated with, or even accused of having breached AML, anti-terrorism, or sanctions requirements the Issuer Group's reputation could suffer and/or it could become subject to fines, sanctions and/or legal enforcement (including being added to any "black lists" that would prohibit certain parties from engaging in transactions with it), any one of which could have a material adverse effect on the Issuer Group's operating results, financial condition and prospects.

Any such risks could have a material adverse effect on the Issuer Group's operating results, financial condition and prospects.

Liquidity and funding risks are inherent in the Issuer Group's business and could have a material adverse effect on the Issuer Group

Liquidity risk is the risk that the Issuer Group either does not have available sufficient financial resources to meet its obligations as they fall due or can secure them only at excessive cost. This risk is inherent in any retail and commercial banking business and can be heightened by a number of enterprise-specific factors, including over-reliance on a particular source of funding, changes in credit ratings or market-wide phenomena such as market dislocation. While the Issuer Group implements liquidity management processes to seek to mitigate and control these risks, unforeseen systemic market factors make it difficult to eliminate completely these risks. Continued constraints in the supply of liquidity, including in inter-Issuer lending, has affected and may materially and adversely affect the cost of funding the Issuer Group's business, and extreme liquidity constraints may affect the Issuer Group's current operations and its ability to fulfil regulatory liquidity requirements, as well as limit growth possibilities.

Increases in prevailing market interest rates and in the Issuer Group's credit spreads can significantly increase the cost of its funding. Changes in the Issuer Group's credit spreads may be influenced by market perceptions of its creditworthiness. Changes to interest rates and the Issuer Group's credit spreads occur continuously and may be unpredictable and highly volatile.

Central Banks have taken extraordinary measures to increase liquidity in the financial markets as a response to the financial crisis. If current facilities were rapidly removed or significantly reduced, this could have an adverse effect on the Issuer Group's ability to access liquidity and on its funding costs.

The Issuer Group cannot assure that in the event of a sudden or unexpected shortage of funds in the Banking system, it will be able to maintain levels of funding without incurring high funding costs, a reduction in the term of funding Notes or the liquidation of certain assets. If this were to happen, the Issuer Group could be materially adversely affected.

The Issuer Group is partly financed through deposits, loans, drawing rights and hybrid capital from the Parent Company and companies within the Santander Group. Such loans are priced at prevailing market rates. Whilst the Issuer Group is taking steps to diversify its funding sources it remains reliant on such financing arrangements with the Parent Company. Lack of liquidity in the interbank market and subsequent increases in the cost of funding are likely to raise the costs of funding for the Parent Company group and therefore, in turn, for the Issuer Group.

The widespread crisis in investor confidence and resulting liquidity crisis experienced in 2008 and into early 2009 increased both the Issuer Group's and the Parent Company group's cost of funding and limited its access to some of its other traditional sources of liquidity such as the domestic and international capital markets, and the interbank market, as the case may be, and there is no assurance that these conditions could not occur in the future.

Credit, market and liquidity risk may have an adverse effect on the Issuer Group's credit ratings and its cost of funds. Any downgrade in the Issuer Group's credit rating would likely increase its cost of funding,

require the Issuer Group to post additional collateral or take other actions under some of its derivative contracts and adversely affect its interest margins and results of operations

Liquidity risk is the risk that the Issuer Group either does not have available sufficient financial resources to meet its obligations as they fall due or can secure them only at excessive cost. This risk is inherent in any retail and commercial banking business and can be heightened by a number of enterprise-specific factors, including over-reliance on a particular source of funding, changes in credit ratings or market-wide phenomena such as market dislocation. While the Issuer Group implements liquidity management processes to seek to mitigate and control these risks, unforeseen systemic market factors make it difficult to eliminate completely these risks. Continued constraints in the supply of liquidity, including inter-bank lending, has affected and may materially and adversely affect the cost of funding the Issuer Group's business, and extreme liquidity constraints may affect its current operations and its ability to fulfil regulatory liquidity requirements, as well as limit growth possibilities.

Increases in prevailing market interest rates and in the Issuer Group's credit spreads can significantly increase the cost of its funding. Changes in its credit spreads may be influenced by market perceptions of its creditworthiness. Changes to interest rates and its credit spreads occur continuously and may be unpredictable and highly volatile.

The Issuer Group anticipates that its customers will continue, in the near future, to make deposits (particularly demand deposits and short-term time deposits), and the Issuer Group intends to maintain its emphasis on the use of banking deposits as a source of funds. The short-term nature of some deposits could cause liquidity problems for the Issuer Group in the future if deposits are not made in the volumes it expects or are not renewed. If a substantial number of the Issuer Group's depositors withdraw their demand deposits or do not roll over their time deposits upon maturity, the Issuer Group may be materially and adversely affected.

Central banks have taken extraordinary measures to increase liquidity in the financial markets as a response to the financial crisis. If current facilities were rapidly removed or significantly reduced, this could have an adverse effect on the Issuer Group's ability to access liquidity and on its funding costs.

The Issuer Group cannot assure that in the event of a sudden or unexpected shortage of funds in the banking system, it will be able to maintain levels of funding without incurring high funding costs, a reduction in the term of funding instruments or the liquidation of certain assets. If this were to happen, the Issuer Group could be materially adversely affected. While certain potential impacts of these downgrades are contractual and quantifiable, the full consequences of a credit rating downgrade are inherently uncertain, as they depend upon numerous dynamic, complex and inter-related factors and assumptions, including market conditions at the time of any downgrade, whether any downgrade of the Issuer Group's long-term credit rating precipitates downgrades to the Issuer Group's short-term credit rating, and assumptions about the potential behaviours of various customers, investors and counterparties. Actual outflows could be higher or lower than the preceding hypothetical examples, depending upon certain factors including which credit rating agency downgrades the Issuer Group's credit rating, any management or restructuring actions that could be taken to reduce cash outflows and the potential liquidity impact from loss of unsecured funding (such as from money market funds) or loss of secured funding capacity. Although unsecured and secured funding stresses are included in the Issuer Group's stress testing scenarios and a portion of its total liquid assets is held against these risks, a credit rating downgrade could still have a material adverse effect on the Issuer Group.

There can be no assurance that the rating agencies will maintain the current ratings or outlooks. Failure to maintain favourable ratings and outlooks could increase the Issuer Group's cost of funding and adversely affect interest margins, which could have a material adverse effect on the Issuer Group.

The credit quality of the Issuer Group's loan portfolio may deteriorate and its loan loss reserves could be insufficient to cover the Issuer Group's actual loan losses, which could have a material adverse effect on the Issuer Group

Non-performing or low credit quality loans have in the past negatively impacted the Issuer Group's results of operations and could do so in the future. In particular, the amount of the Issuer Group's reported non-performing loans may increase in the future as a result of growth in its total loan portfolio, including as a result of loan portfolios that the Issuer Group may acquire in the future (the credit quality of which may turn out to be worse than the Issuer Group had anticipated), or factors beyond the Issuer Group's control, such as adverse changes in the credit quality of its borrowers and counterparties or a general deterioration in

economic conditions in the regions where the Issuer Group operates or in global economic and political conditions. If the Issuer Group were unable to control the level of its non-performing or poor credit quality loans, this could have a material adverse effect on the Issuer Group.

The Issuer Group's loan loss reserves are based on its current assessment of and expectations concerning various factors affecting the quality of the Issuer Group's loan portfolio. These factors include, among other things, the Issuer Group's borrowers' financial condition, repayment abilities and repayment intentions, the realisable value of any collateral, the prospects for support from any guarantor, government macroeconomic policies, interest rates and the legal and regulatory environment. Because many of these factors are beyond the Issuer Group's control and there is no precise method for predicting loan and credit losses, the Issuer Group cannot assure that its current or future loan loss reserves will be sufficient to cover actual losses. If the Issuer Group's assessment of and expectations concerning the above mentioned factors differ from actual developments, if the quality of the Issuer Group's total loan portfolio deteriorates, for any reason, or if the future actual losses exceed the Issuer Group's estimates of incurred losses, the Issuer Group may be required to increase its loan loss reserves, which may adversely affect the Issuer Group. Additionally, in calculating its loan loss reserves, the Issuer Group employs qualitative tools and statistical models which may not be reliable in all circumstances and which are dependent upon data that may not be complete.

Although the Issuer Group's NPL ratio decreased from 2.05 per cent. at 31 December 2015 to 2.01 at 31 December 2016, the Issuer Group can provide no assurance that its NPL ratio will not increase as a result of the aforementioned and other factors. Consumer confidence, unemployment and housing indicators are among the factors that often impact consumer spending behaviour, and poor economic conditions could in turn could have a material adverse effect on the Issuer Group's business, financial condition and results of operations.

The value of the collateral securing the loans of the Issuer Group may not be sufficient, and the Issuer Group may be unable to realise the full value of the collateral securing its loan portfolio

The value of the collateral securing loan portfolios under the Issuer Group securitisation transactions may fluctuate or decline due to factors beyond the Issuer Group's control, including macroeconomic factors affecting Europe. The value of the collateral securing the loan portfolios may be adversely affected by force majeure events, such as natural disasters, which could impair the asset quality of the Issuer Group's loan portfolio and have an adverse impact on the economy of the affected region. The Issuer Group may also not have sufficiently recent information on the value of collateral, which may result in an inaccurate assessment for impairment losses of the Issuer Group's loans secured by such collateral. If any of the above were to occur, the Issuer Group may need to make additional provisions to cover actual impairment losses of its loans, which may materially and adversely affect the Issuer Group's results of operations and financial condition.

The Issuer Group depends on the accuracy and completeness of information about borrowers and counterparties and any misrepresented information could adversely affect the Issuer Group's business, results of operations, and financial condition

In deciding whether to approve loans or to enter into other transactions with borrowers and counterparties in the Issuer Group's retail lending and commercial lending businesses, the Issuer Group may rely on information furnished to it by or on behalf of borrowers and counterparties, including financial statements and other financial information. The Issuer Group also may rely on representations of borrowers and counterparties as to the accuracy and completeness of that information and, with respect to financial statements, on reports of independent auditors. If any of this information is intentionally or negligently misrepresented and such misrepresentation is not detected prior to loan funding, the value of the loan may be significantly lower than expected. Whether a misrepresentation is made by the loan applicant, another third party, or one of the Issuer Group's employees, it generally bears the risk of loss associated with the misrepresentation. The Issuer Group's controls and processes may not have detected or may not detect all misrepresented information in its loan originations or from its business clients. Any such misrepresented information could adversely affect the Issuer Group's business, financial condition, and results of operations.

The Issuer Group is subject to counterparty risk in its business

The Issuer Group is exposed to counterparty risk in addition to credit risks associated with lending activities. Counterparty risk may arise from, for example, investing in securities of third parties, entering into derivative contracts under which counterparties have obligations to make payments to the Issuer Group or executing securities, futures, currency or commodity trades from proprietary trading activities that fail to

settle at the required time due to non-delivery by the counterparty or systems failure by clearing agents, clearing houses or other financial intermediaries.

The Issuer Group transacts with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, mutual and hedge funds, and other institutional clients. Defaults by, and even rumours or questions about the solvency of, certain financial institutions and the financial services industry generally have led to market-wide liquidity problems and could lead to losses or defaults by other institutions. These liquidity concerns have had, and may continue to have, a cool-down effect on inter-institutional financial transactions in general. Many of the routine transactions the Issuer Group enters into expose it to significant credit risk in the event of default by one of its significant counterparties. A default by a significant financial counterparty, or liquidity problems in the financial services industry in general, could have a material adverse effect on the Issuer Group's business, financial condition and results of operations.

The Issuer Group's financial results are constantly exposed to market risk. The Issuer Group is subject to fluctuations in interest rates and other market risks, which may materially and adversely affect it and its profitability

Changes in market interest rates could affect the interest rates charged on interest earning assets in a different manner to that paid on interest bearing liabilities. This difference could result in an increase in interest expenses relative to interest income leading to a reduction in the Issuer Group's net interest income. Rising interest rates may also bring about an increase in the non-performing loan portfolio. Interest rates are highly sensitive to many factors beyond the Issuer Group's control, including increased regulation of the financial sector, monetary policies, domestic and international economic and political conditions and other factors.

Market risks associated with fluctuations in bond prices and other market factors are inherent in the Issuer Group's business. Protracted market decline can reduce liquidity in the markets, making it harder to sell assets and leading to material losses

The performance of financial markets may cause changes in the value of the Issuer Group's investments. In some of the Issuer Group's business, protracted adverse market movements, particularly asset price decline, can reduce the level of activity in the market or reduce market liquidity. These developments can lead to material losses if the Issuer Group cannot close out deteriorating positions in a timely manner. This may especially be the case for the Issuer Group's assets for which there are less liquid markets to begin with. Assets that are not traded on stock exchanges or other public trading markets, such as derivative contracts between banks, may have values that the Issuer Group calculates using models other than publicly quoted prices. Monitoring the deterioration of asset prices like these is difficult and could lead to losses that the Issuer Group may not anticipate.

The increasing volatility of world equity markets due to the recent economic uncertainty is having a particular impact on the financial sector. Continued volatility may affect the value of the Issuer Group's investments in entities in this sector and, depending on their fair value and future recovery expectations, could become a permanent impairment which would be subject to write-offs against their results.

Market conditions have resulted and could result in material changes to the estimated fair values of the Issuer Group's financial assets. Negative fair value adjustments could have a material adverse effect on its operating results, financial condition and prospects

In the past nine years, financial markets have been subject to significant stress resulting in steep falls in perceived or actual financial asset values, particularly due to volatility in global financial markets and the resulting widening of credit spreads. The Issuer Group has material exposures to securities, loans and other investments that are recorded at fair value and are therefore exposed to potential negative fair value adjustments. Asset valuations in future periods, reflecting then-prevailing market conditions, may result in negative changes in the fair values of the Issuer Group's financial assets and these may also translate into increased impairments. In addition, the value ultimately realised by the Issuer Group on disposal may be lower than the current fair value. Any of these factors could require the Issuer Group to record negative fair value adjustments, which may have a material adverse effect on its operating results, financial condition or prospects.

In addition, to the extent that fair values are determined using financial valuation models, such values may be inaccurate or subject to change, as the data used by such models may not be available or may become

unavailable due to changes in market conditions, particularly for illiquid assets, and particularly in times of economic instability. In such circumstances, the Issuer Group's valuation methodologies require it to make assumptions, judgments and estimates in order to establish fair value, and reliable assumptions are difficult to make and are inherently uncertain and valuation models are complex, making them inherently imperfect predictors of actual results. Any consequential impairments or write-downs could have a material adverse effect on the Issuer Group's operating results, financial condition and prospects.

Foreign exchange rate fluctuations may negatively affect the Issuer Group's earnings and the value of its assets and shares

In the ordinary course of its business, the Issuer Group has a percentage of its assets and liabilities denominated in currencies other than the NOK. Fluctuations in the value of the NOK against other currencies may adversely affect the Issuer Group's profitability. Additionally, while most of the governments of the countries in which the Issuer Group operates have not imposed prohibitions on the repatriation of dividends, capital investment or other distributions, no assurance can be given that these governments will not institute restrictive exchange control policies in the future.

Balance sheets of each business area are hedged in the area's own currency, mainly using natural on-balance sheet hedges. There are open positions as a result of permanent investments in the banks of countries with currencies other than the NOK.

As the Issuer Group operates in countries with various currencies, it will inevitably be exposed to currency risks. Over and above the currency risk that follows from the Issuer Group's operations in different countries, the Issuer Group is not actively taking on currency risk.

The Issuer Group is to strive for a composition of the balance sheet that minimises currency risk by ensuring that the assets and liabilities are denominated in the same currency. When raising funding through the international debt market, such as EMTN or securitisations, any open currency exposure should be managed through the use of derivatives.

Operational risks are inherent in the businesses of the Issuer Group

The business of the Issuer Group depends on the ability to process a large number of transactions efficiently and accurately. Losses can result from inadequate personnel, inadequate or failed internal control processes and systems, or from external events that interrupt normal business operations.

The Issuer Group also faces the risk that the design of its controls and procedures proves to be inadequate or is circumvented. The Issuer Group has suffered losses from operational risk in the past and there can be no assurance that the Issuer Group will not suffer material losses from operational risk in the future.

Failure to successfully implement and continue to improve the Issuer Group's risk management policies, procedures and methods, including its credit risk management system, could materially and adversely affect the Issuer Group, and the Issuer Group may be exposed to unidentified or unanticipated risks

The management of risk is an integral part of The Issuer Group's activities. The Issuer Group seeks to monitor and manage its risk exposure through a variety of separate but complementary financial, credit, market, operational, compliance and legal reporting systems. While the Issuer Group employs a broad and diversified set of risk monitoring and risk mitigation techniques, such techniques and strategies may not be fully effective in mitigating its risk exposure in all economic market environments or against all types of risk, including risks that the Issuer Group fails to identify or anticipate.

Some of the Issuer Group's qualitative tools and metrics for managing risk are based upon the Issuer Group's use of observed historical market behaviour. The Issuer Group applies statistical and other tools to these observations to arrive at quantifications of its risk exposures. These qualitative tools and metrics may fail to predict future risk exposures. These risk exposures could, for example, arise from factors the Issuer Group did not anticipate or correctly evaluate in its statistical models. This would limit the Issuer Group's ability to manage its risks. The Issuer Group's losses thus could be significantly greater than the historical measures indicate. In addition, the Issuer Group's quantified modelling does not take all risks into account. The Issuer Group's more qualitative approach to managing those risks could prove insufficient, exposing it to material unanticipated losses. The Issuer Group could face adverse consequences as a result of decisions, which may lead to actions by management, based on models that are poorly developed, implemented or used, or as a result of the modelled outcome being misunderstood or the use of such information for purposes for which it

was not designed. In addition, if existing or potential customers or counterparties believe the Issuer Group's risk management is inadequate, they could take their business elsewhere or seek to limit their transactions with the Issuer Group. This could have a material adverse effect on the Issuer Group's reputation, operating results, financial condition and prospects.

One of the main types of risks inherent in the Issuer Group's business is credit risk. For example, an important feature of the Issuer Group's credit risk management system is to employ an internal credit rating system to assess the particular risk profile of a customer, taking into account both quantitative and qualitative factors, such as the customer's personal information, contracts, prior applications and historical performance information. While the Issuer Group's process is based on analytical models and is fully automated, it is subject to human or IT systems errors. In exercising their judgment on current or future credit risk behaviour of the Issuer Group's customers, its employees may not always be able to assign an accurate credit rating, which may result in the Issuer Group's exposure to higher credit risks than indicated by its risk rating system.

The Issuer Group's failure to effectively implement, consistently follow or continuously refine its credit risk management system may result in an increase in the level of non-performing loans and a higher risk exposure for us, which could have a material adverse effect on the Issuer Group.

Any failure to effectively improve or upgrade the Issuer Group's information technology infrastructure and management information systems in a timely manner could have a material adverse effect on the Issuer Group

The Issuer Group's ability to remain competitive depends in part on its ability to upgrade its information technology on a timely and cost-effective basis. The Issuer Group must continually make significant investments and improvements in its information technology infrastructure in order to remain competitive. The Issuer Group cannot assure that in the future it will be able to maintain the level of capital expenditures necessary to support the improvement or upgrading of its information technology infrastructure. Any failure to effectively improve or upgrade its information technology infrastructure and management information systems in a timely manner could have a material adverse effect on the Issuer Group.

Risks relating to data collection, processing and storage systems and security are inherent in the Issuer Group's business

Like other financial institutions, the Issuer Group manages and holds confidential personal information of customers in the conduct of its banking operations, as well as a large number of assets. Accordingly, the Issuer Group's business depends on the ability to process a large number of transactions efficiently and accurately, and on the Issuer Group's ability to rely on its digital technologies, computer and email services, software and networks, as well as on the secure processing, storage and transmission of confidential sensitive personal data and other information using its computer systems and networks. The proper functioning of financial control, accounting or other data collection and processing systems is critical to the Issuer Group's businesses and to its ability to compete effectively. Losses can result from inadequate personnel, inadequate or failed internal control processes and systems, or from external events that interrupt normal business operations. The Issuer Group also faces the risk that the design of its controls and procedures prove to be inadequate or are circumvented such that the Issuer Group's data and/or client records are incomplete, not recoverable or not securely stored. Although the Issuer Group works with its clients, vendors, service providers, counterparties and other third parties to develop secure data and information processing, storage and transmission capabilities to prevent against information security risk, the Issuer Group routinely manages personal, confidential and proprietary information by electronic means, and may be the target of attempted cyber-attack. If the Issuer Group cannot maintain an effective and secure electronic data and information, management and processing system or the Issuer Group fails to maintain complete physical and electronic records, this could result in regulatory sanctions and serious reputational or financial harm to the Issuer Group.

The Issuer Group takes protective measures and continuously monitor and develop its systems to protect its technology infrastructure, data and information from misappropriation or corruption, but the Issuer Group's systems, software and networks nevertheless may be vulnerable to unauthorised access, misuse, computer viruses or other malicious code and other events that could have a security impact. An interception, misuse or mishandling of personal, confidential or proprietary information sent to or received from a client, vendor, service provider, counterparty or third party could result in legal liability, regulatory action, reputational harm and financial loss. There can be no absolute assurance that the Issuer Group will not suffer material losses from operational risk in the future, including those relating to any security breaches.

In recent years, computer systems of companies and organisations have been targeted not only by cyber criminals, but also by activists and rogue states. The Issuer Group has been and continues to be subject to a range of cyber-attacks, such as denial of service, malware and phishing. Cyber-attacks could give rise to the loss of significant amounts of customer data and other sensitive information, as well as significant levels of liquid assets (including cash). In addition, cyber-attacks could disrupt the Issuer Group's electronic systems used to service its customers. As attempted attacks continue to evolve in scope and sophistication, The Issuer Group may incur significant costs in order to modify or enhance its protective measures against such attacks, or to investigate or remediate any vulnerability or resulting breach, or in communicating cyber-attacks to the Issuer Group's customers. If the Issuer Group fails to effectively manage its cyber security risk, (for example, by failing to update its systems and processes in response to new threats), this could harm the Issuer Group's reputation and adversely affect its operating results, financial condition and prospects through the payment of customer compensation, regulatory penalties and fines and/or through the loss of assets. In addition, the Issuer Group may also be impacted by cyber-attacks against national critical infrastructures of the countries where it operates; for example, the telecommunications network. The Issuer Group's information technology systems are dependent on such national critical infrastructure and any cyber-attack against such critical infrastructure could negatively affect its ability to service its customers. As the Issuer Group does not operate such national critical infrastructure, the Issuer Group has limited ability to protect its information technology systems from the adverse effects of such a cyber-attack.

Although the Issuer Group has procedures and controls to safeguard personal information in its possession, unauthorised disclosures could subject the Issuer Group to legal actions and administrative sanctions as well as damages and reputational harm that could materially and adversely affect its operating results, financial condition and prospects. Further, the Issuer Group's business is exposed to risk from potential non-compliance with policies, employee misconduct or negligence and fraud, which could result in regulatory sanctions and serious reputational or financial harm. It is not always possible to deter or prevent employee misconduct, and the precautions the Issuer Group takes to detect and prevent this activity may not always be effective. In addition, the Issuer Group may be required to report events related to information security issues (including any cyber security issues), events where customer information may be compromised, unauthorised access and other security breaches, to the relevant regulatory authorities. Any material disruption or slowdown of the Issuer Group's systems could cause information, including data related to customer requests, to be lost or to be delivered to the Issuer Group's clients with delays or errors, which could reduce demand for the Issuer Group's services and products, could produce customer claims and could materially and adversely affect the Issuer Group.

Risks concerning borrower credit quality and general economic conditions are inherent to the Issuer Group's business, and the financial problems which the Issuer Group's customers may face could adversely affect the Issuer Group

Risks arising from changes in credit quality and the recoverability of loans and amounts due from counterparties are inherent to a wide range of the businesses operated by the Issuer Group. Market turmoil and economic recession could have a material adverse effect on the liquidity, businesses and/or financial condition of the Issuer Group's borrowers, which could in turn further increase its non-performing loan ratios, impair its loan and other financial assets and result in decreased demand for borrowings in general. In a context of continued market turmoil, economic recession and increasing unemployment, coupled with declining consumer spending, the value of assets acting as collateral for the Issuer Group's secured loans could still decline significantly, which could result in an impairment of the value of its loan assets. Any of the conditions described above could have a material adverse effect on the Issuer Group's business, financial condition and results of operations.

Portions of the Issuer Group's loan portfolio are subject to risks relating to force majeure and any such event could have a material adverse effect on its operating results

The Issuer Group's financial and operating performance may be adversely affected by force majeure, such as natural disasters, particularly in locations where a portion of its loan portfolio is composed of real estate loans. Natural disasters such as earthquakes and floods may cause widespread damage which could impair the asset quality of its loan portfolio or could have an adverse impact on the economy of the affected region.

Increased competition, including from non-traditional providers of banking services such as financial technology providers, and industry consolidation may adversely affect the results of operations of the Issuer Group

The Issuer Group faces substantial competition in all parts of its business, including in originating loans and in attracting deposits. The competition in originating loans comes principally from other domestic and foreign banks, mortgage banking companies, consumer finance companies, insurance companies and other lenders and purchasers of loans.

In addition, there has been a trend towards consolidation in the banking industry, which has created larger and stronger banks with which the Issuer Group must now compete. There can be no assurance that this increased competition will not adversely affect the Issuer Group's growth prospects, and therefore the Issuer Group's operations. The Issuer Group also faces competition from non-bank competitors, such as brokerage companies, department stores (for some credit products), leasing and factoring companies, mutual fund and pension fund management companies and insurance companies.

Non-traditional providers of banking services, such as internet based e-commerce providers, mobile telephone companies and internet search engines, may offer and/or increase their offerings of financial products and services directly to customers. These non-traditional providers of banking services currently have an advantage over traditional providers because they are not subject to banking regulation. Several of these competitors may have long operating histories, large customer bases, strong brand recognition and significant financial, marketing and other resources. They may adopt more aggressive pricing and rates and devote more resources to technology, infrastructure and marketing. New competitors may enter the market or existing competitors may adjust their services with unique product or service offerings or approaches to providing banking services. If the Issuer Group is unable to successfully compete with current and new competitors, or if it is unable to anticipate and adapt its offerings to changing banking industry trends, including technological changes, the Issuer Group's business may be adversely affected. In addition, the Issuer Group's failure to effectively anticipate or adapt to emerging technologies or changes in customer behaviour, including among younger customers, could delay or prevent the Issuer Group's access to new digital-based markets, which would in turn have an adverse effect on its competitive position and business.

Moreover, the rise in customer use of internet and mobile banking platforms in recent years may necessitate changes to the Issuer Group's retail distribution strategy, which may include restructuring the Issuer Group's work force and reforming its retail distribution channel. The Issuer Group's failure to swiftly and effectively implement such changes to its distribution strategy could have an adverse effect the Issuer Group's competitive position.

Increasing competition could also require that the Issuer Group increases its rates offered on deposits or lower the rates the Issuer Group charges on loans, which could also have a material adverse effect on the Issuer Group, including its profitability. It may also negatively affect the Issuer Group's business results and prospects by, among other things, limiting the Issuer Group's ability to increase its customer base and expand its operations and increasing competition for investment opportunities.

If the Issuer Group's customer service levels were perceived by the market to be materially below those of the Issuer Group's competitor financial institutions, the Issuer Group could lose existing and potential business. If the Issuer Group is not successful in retaining and strengthening customer relationships with manufacturers, dealers and retailers, as well as end consumers, the Issuer Group may lose market share, incur losses on some or all of its activities or fail to attract new deposits or retain existing deposits, which could have a material adverse effect on the Issuer Group's operating results, financial condition and prospects.

The Issuer Group's ability to maintain its competitive position depends, in part, on the success of new products and services the Issuer Group offers to its clients and its ability to continue offering products and services from third parties, and the Issuer Group may not be able to manage various risks it faces as it expands its range of products and services that could have a material adverse effect on the Issuer Group

The success of the Issuer Group's operations and its profitability depends, in part, on the success of new products and services the Issuer Group offers to its clients and its ability to continue offering products and services from third parties. However, the Issuer Group cannot guarantee that its new products and services will be responsive to client demands, or that they will be successful. In addition, the Issuer Group's clients' needs or desires may change over time, and such changes may render its products and services obsolete, outdated or unattractive and the Issuer Group may not be able to develop new products that meet its clients' changing needs. The Issuer Group's success is also dependent on its ability to anticipate and leverage new and existing technologies that may have an impact on products and services in the Banking industry. Technological changes may further intensify and complicate the competitive landscape and influence client

behaviour. If the Issuer Group cannot respond in a timely fashion to the changing needs of its clients, it may lose clients, which could in turn materially and adversely affect the Issuer Group.

As the Issuer Group expands the range of its products and services, some of which may be at an early stage of development in the markets of certain regions where it operates, the Issuer Group will be exposed to new and potentially increasingly complex risks and development expenses. The Issuer Group's employees and risk management systems, as well as its experience and that of its partners may not be sufficient to enable it to properly manage such risks. In addition, the cost of developing products that are not launched is likely to affect the results of operations of the Issuer Group. Any or all of these factors, individually or collectively, could have a material adverse effect on the Issuer Group.

While the Issuer Group has successfully increased its customer service levels in recent years, should these levels ever be perceived by the market to be materially below those of the Issuer Group's competitor financial institutions, it could lose existing and potential business. If the Issuer Group is not successful in retaining and strengthening customer relationships, it may lose market share, incur losses on some or all of the Issuer Group's activities or fail to attract new deposits or retain existing deposits, which could have a material adverse effect on its operating results, financial condition and prospects. For further detail on the Issuer Group's legal and regulatory risk exposures, please see "*Risk Factors—The Issuer Group is exposed to risk of loss from legal and regulatory proceedings*".

The Issuer Group's recent and future acquisitions may not be successful and may be disruptive to the Issuer Group's business

The Issuer Group has historically acquired controlling interests in various companies, including the acquisition of GE Money Bank AB (operated as a legal entity in Sweden, with two branches in the Kingdom of Norway and Denmark prior to the merger with the Issuer completed on 1 July, 2015). In addition, the Issuer Group may consider other strategic acquisitions and partnerships from time to time. There can be no assurances that the Issuer Group will be successful in its plans regarding the operation of past or future acquisitions and strategic partnerships.

The Issuer Group can give no assurance that its acquisition and partnership activities will perform in accordance with the Issuer Group's expectations. The Issuer Group bases its assessment of potential acquisitions and partnerships on limited and potentially inexact information and on assumptions with respect to operations, profitability and other matters that may prove to be incorrect. In addition, it is possible that the integration process of the Issuer Group's recent (and any future) acquisitions could take longer or be more costly than anticipated or could result in the loss of key employees, the disruption of each Issuer Group company's ongoing businesses or inconsistencies in standards, controls, procedures and policies that adversely affect the ability of each company within the Issuer Group to maintain relationships with clients, customers or employees. If the Issuer Group takes longer than anticipated or is not able to integrate the aforementioned businesses, the anticipated benefits of the Issuer Group's recent acquisitions may not be realised fully or at all, or may take longer than expected to realise.

The Issuer Group's business could be negatively impacted if it is unsuccessful in developing and maintaining relationships with automobile dealerships, manufacturers and other retailers

The Issuer Group's ability to acquire loans is reliant on its relationships with automotive dealers. In particular, The Issuer Group's automotive finance operations depend in large part upon its ability to establish and maintain relationships with reputable automotive dealers that convey loans on the Issuer Group's behalf at the point-of-sale. Although the Issuer Group typically have exclusive relationships with automotive manufacturers, its captive finance agreements with these manufacturers typically have terms of only three to five years, and the Issuer Group cannot guarantee that it will be able to renew these agreements at the end of their terms or that any future captive finance agreements will contain similar exclusivity terms.

An important part of the Issuer Group's consumer and card business relies on establishing and maintaining cooperation agreements with retailers. While the Issuer Group has been serving a majority of its retailers for many years, and while a majority of the Issuer Group's cooperation agreements with its retailers are exclusive, there can be no assurance that the Issuer Group will be able to maintain its relationships with all of its current retailers.

Negative changes in the business of the manufacturers or retailers with which the Issuer Group has strategic relationships could adversely affect the Issuer Group's business

A significant adverse change in automotive manufacturers' business, including (i) significant adverse changes in their respective liquidity position and access to the capital markets, (ii) the production or sale of their vehicles (including the effects of any product recalls), (iii) the quality or resale value of their vehicles, (iv) the use of marketing incentives, (v) their relationships with their key suppliers, or (vi) their respective relationships with labor unions and other factors impacting automotive manufacturers or their employees could have a material adverse effect on the Issuer Group's profitability and financial condition.

There is no assurance that the global automotive market, or the Issuer Group's other automotive manufacturer partners' share of that market, will not suffer downturns in the future, and any negative impact could in turn have a material adverse effect on the Issuer Group's business, results of operations, and financial position.

Similarly, the Issuer Group's ability to generate new loans and the interest and fees and other income associated with them is dependent upon sales of merchandise and services by its retail partners. The Issuer Group's retail partners' sales may decrease or may not increase as the Issuer Group anticipates for various reasons, some of which are in the retail partners' control and some of which are not. For example, retail partner sales may be adversely affected by macroeconomic conditions having a national, regional or more local effect on consumer spending, business conditions affecting a particular partner or industry, or catastrophes affecting broad or more discrete geographic areas. If the Issuer Group's retail partners' sales decline for any reason, it generally results in lower credit sales, and therefore lower loan volume and associated interest and fees and other income for the Issuer Group from their customers. In addition, if a retail partner closes some or all of its stores or becomes subject to a voluntary or involuntary bankruptcy proceeding (or if there is a perception that it may become subject to a bankruptcy proceeding), its customers who have used the Issuer Group's financing products may have less incentive to pay their outstanding balances to us, which could result in higher charge-off rates than anticipated and the Issuer Group's costs for servicing its customers' accounts may increase. Moreover, if the financial condition of a retail partner deteriorates significantly or a partner becomes subject to a bankruptcy proceeding, the Issuer Group may not be able to recover for customer returns, customer payments made in partner stores or other amounts due to the Issuer Group from the retail partner. A decrease in sales by the Issuer Group's retail partners for any reason or a bankruptcy proceeding involving any of them could have a material adverse impact on the Issuer Group's business and results of operations.

The Issuer Group's inability to grow its deposits in the future could materially adversely affect the Issuer Group's liquidity and ability to grow its business

The deposit business is highly competitive, with intense competition in attracting and retaining deposits. The Issuer Group competes on the basis of the rates it pays on deposits, features and benefits of the Issuer Group's products, the quality of its customer service and the competitiveness of its digital banking capabilities. The Issuer Group's ability to originate and maintain retail deposits is also highly dependent on the Issuer Group's strength and the perceptions of consumers and others of its business practices and its financial health. Adverse perceptions regarding the Issuer Group's reputation could lead to difficulties in attracting and retaining deposits accounts. Negative public opinion could result from actual or alleged conduct in a number of areas, including lending practices, regulatory compliance, inadequate protection of customer information or sales and marketing activities, and from actions taken by regulators or others in response to such conduct.

The demand for the deposit products the Issuer Group offers may also be reduced due to a variety of factors, such as demographic patterns, changes in customer preferences, reductions in consumers' disposable income, regulatory actions that decrease customer access to particular products or the availability of competing products. Competition from other financial services firms and others that use deposit funding products may affect deposit renewal rates, costs or availability. Changes the Issuer Group makes to the rates offered on its deposit products may affect the Issuer Group's profitability and liquidity.

The Issuer Group relies on recruiting, retaining and developing appropriate senior management and skilled personnel

Our continued success depends in part on the continued service of key members of the Issuer Group's senior executive team and other key employees. The ability to continue to attract, train, motivate and retain highly qualified and talented professionals is a key element of the Issuer Group's strategy. The successful implementation of the Issuer Group's strategy and culture depends on the availability of skilled and appropriate management, both at the Issuer Group's head office and in each of its business units. If the Issuer Group or one of its business units or other functions fails to staff its operations appropriately, or loses one or

more of its key senior executives or other key employees and fails to replace them in a satisfactory and timely manner, the Issuer Group's business, financial condition and results of operations, including control and operational risks, may be adversely affected.

In addition, the financial industry has and may continue to experience more stringent regulation of employee compensation, which could have an adverse effect on the Issuer Group's ability to hire or retain the most qualified employees. If the Issuer Group fails or are unable to attract and appropriately train, motivate and retain qualified professionals, the Issuer Group's business may also be adversely affected.

The Issuer Group relies on third parties and affiliates for important products and services

Third party vendors and certain affiliated companies provide key components of the Issuer Group's business infrastructure such as loan and deposit servicing systems, back office and business process support, information technology production and support, internet connections and network access. Relying on these third parties and affiliated companies can be a source of operational and regulatory risk to us, including with respect to security breaches affecting such parties. The Issuer Group is also subject to risk with respect to security breaches affecting the vendors and other parties that interact with these service providers. As its interconnectivity with these third parties and affiliated companies increases, the Issuer Group increasingly face the risk of operational failure with respect to their systems. The Issuer Group may be required to take steps to protect the integrity of its operational systems, thereby increasing the Issuer Group's operational costs and potentially decreasing customer satisfaction. In addition, any problems caused by these third parties or affiliated companies, including as a result of them not providing the Issuer Group their services for any reason, or performing their services poorly, could adversely affect the Issuer Group's ability to deliver products and services to customers and otherwise conduct its business, which could lead to reputational damage and regulatory investigations and intervention. Replacing these third party vendors could also entail significant delays and expense. Further, the operational and regulatory risk the Issuer Group faces as a result of these arrangements may be increased to the extent that the Issuer Group restructures such arrangements. Any restructuring could involve significant expense to the Issuer Group and entail significant delivery and execution risk which could have a material adverse effect on the Issuer Group's business, operations and financial condition.

Future changes in the Issuer Group's relationship with the Parent Company group and the Santander Group may adversely affect the Issuer Group's operations.

The Santander Group, directly and through wholly owned subsidiaries, owns 100 per cent. of the Parent Company group's common stock. The Issuer Group relies on its relationship with both the Parent Company group and the Santander Group for several competitive advantages including relationships with manufacturers and regulatory best practices. The Parent Company group and Santander Group apply certain standardised banking policies, procedures and standards across its affiliated entities, including with respect to internal audit credit approval, governance risk management, and compensation practices. The Issuer Group currently follows certain of these policies and may in the future become subject to additional policies, procedures and standards of the Parent Company group and/or the Santander Group, which could result in changes to the Issuer Group's practices. In addition, the Issuer Group's credit ratings are affected by those of the Parent Company group and the Santander Group, so if the Parent Company group and/or the Santander Group were to suffer credit ratings downgrades or other adverse financial developments, the Issuer Group could be indirectly negatively impacted.

Damage to the Issuer Group's or the Parent Company group's reputation could cause harm to its business prospects

Maintaining a positive reputation is critical to protect the Issuer Group's brand, attract and retain customers, investors and employees and conduct business transactions with counterparties. Damage to the Issuer Group's reputation or the Parent Company group's reputation could therefore cause significant harm to the Issuer Group's business and prospects. Harm to the Issuer Group's reputation can arise from numerous sources, including, among others, employee fraud and misconduct, litigation or regulatory enforcement actions, failing to deliver minimum standards of service and quality, compliance failures, unethical behaviour, and the activities of customers and counterparties. Further, negative publicity regarding the Issuer Group may result in harm to the Issuer Group's prospects.

Actions by the financial services industry generally or by certain members of or individuals in the industry could also affect the Issuer Group's reputation. For example, the role played by financial services firms in the financial crisis has damaged the reputation of the industry as a whole.

The Issuer Group could suffer significant reputational harm if it fails to properly identify and manage potential conflicts of interest. Management of potential conflicts of interest has become increasingly complex as the Issuer Group expands its business activities through more numerous transactions, obligations and interests with and among the Issuer Group's clients. The failure, or perceived failure, to adequately address conflicts of interest could affect the willingness of clients to deal with us, or give rise to litigation or enforcement actions. Therefore, there can be no assurance that conflicts of interest that could cause material harm to the Issuer Group will not arise in the future.

Changes in accounting standards could impact reported earnings

The accounting standard setters and other regulatory bodies periodically change the financial accounting and reporting standards that govern the preparation of the Issuer Group's consolidated financial statements. These changes can materially impact how the Issuer Group records and reports its financial condition and results of operations. In some cases, the Issuer Group could be required to apply a new or revised standard retroactively, resulting in the restatement of prior period financial statements.

Changes in financial reporting standards or policies introduces by IFRS 9 could materially affect Issuer Group's reported results and financial condition and may have a material adverse effect on capital ratios

On 24 July 2014, the International Accounting Standards Board ("**IASB**") announced IFRS 9 on financial instruments which will replace IAS 39, which will be effective as of 1 January 2018. IFRS 9 entails a comprehensive reform of financial instruments accounting and provides principles for classification and measurement of financial instruments, provisioning for expected credit losses and the new general hedge accounting model. The general hedge accounting model will later be supplemented by a new macro hedge accounting model, which the IASB is working on.

The expected credit losses model will result in earlier recognition of credit losses and thus a higher provision charge because it includes not only credit losses already incurred, but also losses that are expected in the future. We expect that this change is likely to increase credit loss provisions and decrease equity at the date of transition. The European Commission has proposed that the initial effect on equity, as it relates to the capital adequacy ratios, is to be gradually phased in over a five-year period between 2019 and 2023. In March 2017, the EBA also published an opinion on transitional arrangements and credit risk adjustments to mitigate the effect of the changes to IFRS 9 on prudential ratios. The EBA supports the progressive recognition of the initial impact of IFRS 9, but over a different timeframe, from 1 January 2018 until 2021, which has increased uncertainty as to the timing of transitional arrangements.

In this regard, the Issuer Group has established a global workstream with the aim of adapting its processes to the new classification standards for financial instruments, accounting of hedges and estimating credit risk impairment, so that such processes are applicable in a uniform way for all Issuer Group units, and, at the same time, can be adapted to each unit's individual features. Accordingly, the Issuer Group is working in 2017 towards defining an objective internal model and analysing all the changes which are needed to adapt accounting classifications and credit risk impairment estimation models in force in each unit to the previous definitions.

In principle, the governance structure currently implemented at both corporate level and in each one of the units, complies with the requirements set out in the new standards. The Issuer Group has set up a regular committee to manage the project governance structure, and a task force which is responsible for its tasks, and also assuring that the pertinent responsible teams take part.

Hence, the main divisions involved in the project at the highest level, and which are thus represented in the project governance bodies, are Risks, Financial Accounting & Control and Technology and Operations. The Internal Audit division is also involved in the project, having shared the implementation plan and keeping regular meetings about the status of the project.

The IASB, the EU and/or other regulatory bodies may make other changes to accounting and financial reporting standards, business models or policies that govern the preparation of the Issuer Group's financial statements. Any change in the Issuer Group's accounting policies or accounting standards could materially affect its reported results of operations and financial condition and may have a corresponding material adverse effect on capital ratios.

Pursuant to currently available information, the Issuer Group cannot reliably estimate the potential impacts arising from these new standards. Upon completing the assessment of the effects of IFRS 9 implementation, the Issuer Group will communicate the expected impact when a reliable estimation can be made, expected to be prior to the end 2017.

The Issuer Group relies extensively on models in managing many aspects of its business, and if they are not accurate or are misinterpreted, it could have a material adverse effect on the Issuer Group's business and results of operations

We rely extensively on models in managing many aspects of the Issuer Group's business, including liquidity and capital planning (including stress testing), customer selection, credit and other risk management, pricing, reserving and collections management. The models may prove in practice to be less predictive than the Issuer Group expects for a variety of reasons, including as a result of errors in constructing, interpreting or using the models or the use of inaccurate assumptions (including failures to update assumptions appropriately or in a timely manner). The Issuer Group's assumptions may be inaccurate for many reasons including that they often involve matters that are inherently difficult to predict and beyond the Issuer Group's control (for example, macroeconomic conditions and their impact on partner and customer behaviours) and they often involve complex interactions between a number of dependent and independent variables, factors and other assumptions. The errors or inaccuracies in the Issuer Group's models may be material, and could lead the Issuer Group to make wrong or sub-optimal decisions in managing its business, and this could have a material adverse effect on the Issuer Group's business, results of operations and financial condition.

The financial statements of the Issuer are based in part on assumptions and estimates which, if inaccurate, could cause material misstatement of the results of its operations and financial position

The preparation of financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of assets, liabilities, income and expenses. Due to the inherent uncertainty in making estimates, actual results reported in future periods may be based upon amounts which differ from those estimates. Estimates, judgments and assumptions are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future periods affected. The accounting policies deemed critical to the Issuer Group's results and financial position, based upon materiality and significant judgments and estimates, include impairment of loans and advances, goodwill impairment, valuation of financial instruments, impairment of available-for-sale financial assets, deferred tax assets provision and pension obligation for liabilities.

If the judgment, estimates and assumptions the Issuer Group uses in preparing its consolidated financial statements are subsequently found to be incorrect, there could be a material effect on the Issuer Group's results of operations and a corresponding effect on its funding requirements and capital ratios.

Some of the Issuer Group's business is cyclical. A reduction in demand for the Issuer Group's products and failure by the Issuer Group to adapt to such reduction could adversely affect the Issuer Group's business, results of operations, and financial condition

The demand for the products the Issuer Group offers may be reduced due to a variety of factors, such as demographic patterns, changes in customer preferences or financial conditions, regulatory restrictions that decrease customer access to particular products, or the availability of competing products. Should the Issuer Group fail to adapt to significant changes in its customers' demand for, or access to, its products, the Issuer Group's revenues could decrease significantly and the Issuer Group's operations could be harmed. Even if the Issuer Group does make changes to existing products or introduce new products to fulfil customer demand, customers may resist such changes or may reject such products. Moreover, the effect of any product change on the results of the Issuer Group's business may not be fully ascertainable until the change has been in effect for some time, and, by that time, it may be too late to make further modifications to such product without causing further harm to the Issuer Group's business, results of operations, and financial condition.

The Issuer Group's income may decrease when demand for certain products or services is in a down cycle. The level of the Issuer Group's income derives from certain of its products and services and depends on the strength of the economies in the regions where the Issuer Group operates and certain market trends prevailing in those areas. Therefore, negative cycles may adversely affect the Issuer Group's future income.

The business of the Issuer Group could be affected if its capital is not managed effectively

Effective management of the respective capital positions of the Issuer Group is important to its ability to operate its business, to continue to grow organically and to pursue its strategies. Any future change that limits either the Issuer Group's ability to manage its balance sheet and capital resources effectively or to access funding on commercially acceptable terms could have a material adverse effect on the Issuer Group's financial condition and regulatory capital position.

3. Risks in relation to the Notes

General risks relating to the Notes

Risks related to early intervention and resolution - Law 11/2015 enables a range of actions to be taken in relation to credit institutions and investment firms considered to be at risk of failing. The taking of any action under Law 11/2015 could materially affect the value of any debt securities

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 **Bank Recovery and Resolution Directive** or **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, under its terms, was required to be applied by EU Member States from 1 January 2015, except for the general bail-in tool (see below) which applies from 1 January 2016. It should be noted that Norway will not be directly bound by the BRRD before it has been implemented into the EEA Agreement and national Norwegian law. On 26 October 2016, the Norwegian Banking Law Commission published its proposal for implementation of BRRD in Norwegian law. The proposal has been subject to a hearing, and is currently under consideration by the Ministry of Finance. It is expected that the final draft implementing legislation will be presented and approved sometime during 2017 and enter into force shortly thereafter.

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), which may limit the capacity of the firm to meet its repayment obligations; (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 (which write-down may result in the reduction of such claims to zero) and to convert certain unsecured debt claims (including Notes) to equity or other instruments of ownership (the **general bail-in tool**), which equity or other instruments 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).

Any application of the general bail-in tool under the BRRD shall be in accordance with the hierarchy of claims in normal insolvency proceedings. Accordingly, the impact of such application on holders of Notes will depend on their ranking in accordance with such hierarchy, including any priority given to other creditors such as depositors.

To the extent any resulting treatment of holders of Notes pursuant to the exercise of the general bail-in tool is less favourable than would have been the case under such hierarchy in normal insolvency proceedings, a holder has a right to compensation under the BRRD based on an independent valuation of the firm (which is referred to as the “no creditor worse off safeguard” under the BRRD). Any such compensation is unlikely to compensate that holder for the losses it has actually incurred and there is likely to be a considerable delay in the recovery of such compensation. Compensation payments (if any) are also likely to be made considerably later than when amounts may otherwise have been due under the Notes.

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.

When the BRRD is implemented in Norway, holders of Notes may be subject to the application of the general bail-in tool, which may result in such holders losing some or all of their investment. Such application could also involve modifications, including alteration of the principal amount or any interest payable on the Notes, the maturity date or any other dates on which payments may be due, as well as the suspension of payments for a certain period, to or the disapplication of provisions in, the Terms and Conditions of the Notes. As a result, the exercise of any power under the BRRD or any suggestion of such exercise could materially adversely affect the rights of Noteholders, the price or value of their investment in any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes.

In addition, the market price of the Notes could be adversely affected by the implementation or proposed implementation of BRRD in Norway and/or, following any such implementation, by any actual or anticipated use of the powers thereunder in respect of the Issuer and/or the Notes. Any action taken under such legislation in respect of the Issuer could also affect the ability of the Issuer to satisfy its obligations under the Notes.

As it remains uncertain how and when the BRRD will be implemented in Norway, and in any event the Norwegian authorities could elect to adopt more onerous provisions than required under the EU legislation, it is difficult to anticipate the potential implications for the Issuer or the Notes.

Risks Relating to Norwegian Insolvency Law

Norwegian banks are not subject to normal insolvency proceedings, i.e. debt settlement proceedings and/or bankruptcy proceedings initiated pursuant to normal insolvency legislation. Instead, a special regime of proceedings – public administration proceedings – applies to banks as further described in Chapter 21 of the Norwegian Act on Financial Undertakings of 10 April 2015 no. 17 (*Finansforetaksloven*) (the "**Financial Undertakings Act**"). In the event of a bank's illiquidity, failure to satisfy capital requirements, or insufficiency of assets and earnings to cover the bank's liabilities as they fall due, if the FSAN considers the bank to be unable to secure sufficient financial basis for continued, sound operations, it shall immediately notify the Ministry of Finance. In these circumstances, the Ministry of Finance may decide that the bank shall be placed under public administration, provided that the Ministry of Finance considers that the bank is unable to meet its liabilities as they fall due and that sufficient financial basis for continued, sound operations cannot be secured. The same applies if the bank is unable to meet the capital adequacy requirements unless these are waived by the FSAN. If the Ministry of Finance decides not to place the bank under public administration, the provisions in Part I of Chapter 21 of the Financial Undertakings Act as described below will apply.

The Financial Undertakings Act regulates, *inter alia*, liquidity and capital adequacy problems in certain financial institutions, including banks. Pursuant to Chapter 19 of the Financial Undertakings Act, all savings banks and commercial banks incorporated in the Kingdom of Norway are required to be members of the Norwegian Banks' Guarantee Fund. The Norwegian Banks' Guarantee Fund covers deposits up to NOK 2 million per depositor in a member bank. The guarantee is triggered if a member bank fails to repay deposits due to financial difficulties or is placed under public administration. The Norwegian Banks' Guarantee Fund may in certain circumstances also grant financial support to member banks in order to ensure that they can continue operating as a going concern, e.g. by guaranteeing their deposits, by contributing core equity, by covering losses, etc.

Part I of Chapter 21 of the Financial Undertakings Act contains various notification and intervention rules that escalate based on the seriousness of the liquidity and capital adequacy problems of a financial institution such as the Issuer.

The board of directors and the chief executive officer of a financial institution each have a duty to notify the FSAN if there is reason to suspect that:

- the institution will not be able to fulfil its obligations as they fall due;
- the institution will not be able to satisfy the minimum requirements on capital adequacy or other statutory requirements on solidity and security; or
- events have occurred that may result in a serious loss of confidence or a financial loss which will significantly weaken or threaten the solidity of the institution.

The institution's external auditor is subject to an independent obligation to notify the FSAN of its awareness of any of the above-mentioned circumstances, unless the FSAN confirms to the auditor that such notification has already been given by the institution's board of directors or chief executive officer.

Upon receipt of such notice as referred to above, or if the FSAN itself considers that the conditions for triggering the notification requirement have been met, the FSAN shall, in consultation with the institution, consider which measures are necessary to rectify the situation. If such required measures are not implemented by the institution itself, the FSAN may summon a general meeting without observing set notice periods to require a change in the composition of the corporate bodies of the institution, as well as stipulate such conditions and guidelines that it deems necessary for the continued operation of the institution on a sound economic basis and in an otherwise proper way. The FSAN may further require that the institution prepares an 'audited statement of financial position' (*revidert statusoppgjør*), which is a vital policy instrument for determining the institution's financial position. The FSAN is also granted with powers to appoint one or several auditors to conduct a review of the institution's financial position.

If the audited statement of financial position shows that a substantial part of the equity is lost since the last annual financial statements, the board of directors shall immediately call for a general meeting. The same applies if 25 per cent. of the share capital is lost. The general meeting shall determine whether the institution has sufficient funds to ensure continued, sound operations and, if so, whether operations should continue. A resolution to continue operations can only be adopted with at least a two-thirds majority. If it is resolved not to continue operations, the general meeting may decide to transfer the institution's business in its entirety to another financial institution by simple majority. If such resolutions are not reached, the institution shall be liquidated in accordance with the detailed provisions set out in Part II of Chapter 21 of the Financial Undertakings Act.

If the audited statement of financial position shows that 75 per cent. or more of the share capital is lost, the board of directors shall present a proposal to the general meeting for a write-down of the share capital corresponding to the losses incurred. If the general meeting does not pass a resolution to effectuate such write-down within a deadline set by the FSAN, the Norwegian Ministry of Finance may resolve to write down the share capital against losses shown in the audited statement of financial position. Subordinated loan capital may be written down if the institution's audited statement of financial position shows that a substantial part of the institution's subordinated loan capital has been lost. Such write-down may be resolved by a general meeting acting upon a proposal which the board of directors is obliged to submit under such circumstances. If the general meeting does not resolve on a write-down, the Ministry of Finance may decide that the subordinated capital shall be written down to the extent required to cover the loss of such capital. If deemed necessary in order to ensure continued, sound operations, the Ministry of Finance may also decide that the share capital shall be increased by way of new contributions of equity capital. The Ministry of Finance can specify subscription conditions and may decide to waive preemptive rights of existing shareholders on an issue of new shares. A share capital increase is dependent on the availability of and willingness of investors to contribute fresh capital under the prevailing circumstances. If this is not the case, the only viable option will be public administration pursuant to the rules set out in Part II of Chapter 21 of the Financial Undertakings Act.

If the Ministry of Finance and the FSAN were to intervene in the operations of the Issuer in accordance with Chapter 21 of the Financial Undertakings Act, this could result in a limitation on the powers of the Issuer to meet its payment obligations under the Notes.

Change of law

The Terms and Conditions are subject to English law, except for Condition 3.2 which are subject to Norwegian law, as in effect as at the date of this Base Prospectus. Changes in European, English or

Norwegian laws or their official interpretation by regulatory authorities after the date hereof may affect the rights and effective remedies of Noteholders as well as the market value of the Notes. Such changes in law or official interpretation of such laws may include changes in statutory, tax and regulatory regimes during the life of the Notes, which may have an adverse effect on an investment in the Notes. No assurance can be given as to the impact of any possible judicial decision or change to such laws or official interpretation of such laws or administrative practices after the date of this Base Prospectus.

Such legislative and regulatory uncertainty could affect an investor's ability to value the Notes accurately and therefore affect the market price of the Notes given the extent and impact on the Notes of one or more regulatory or legislative changes.

The Notes may be redeemed prior to maturity at the option of the Issuer or for taxation reasons

If so specified in the Final Terms, the Notes may be redeemed at the option of the Issuer, as further described in Condition 5.3. The Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

In addition, the Issuer may, at its option, redeem all, but not some only, of the Notes, at any time at their early redemption amount, together with accrued but unpaid interest up to (but excluding) the date of redemption, for taxation reasons as further described in Condition 5.2.

In the case of Subordinated Notes, redemption at the option of the Issuer or for taxation reasons is subject to the prior consent of the Regulator and/or the Relevant Resolution Authority (as these terms are defined in the Terms and Conditions) if and as required therefor under Applicable Banking Regulations (as defined in the Terms and Conditions) and may only take place in accordance with Applicable Banking Regulations in force at the relevant time.

Early redemption features (including any redemption of the Notes at the option of the Issuer pursuant to Condition 5.3 or for taxation reasons pursuant to Condition 5.2) is likely to limit the market value of the Notes. During any period when the Issuer may redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period or at any time where there is any actual increase in the likelihood that the Issuer will be able to redeem the Notes early. The Issuer may be expected to redeem Notes when their 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.

It is not possible to predict whether or not a circumstance giving rise to the right to early redeem Notes for taxation reasons will occur and so lead to the circumstances in which the Issuer is able to elect to redeem the Notes, and if so whether or not the Issuer will elect to exercise such option to redeem the Notes or any prior consent of the competent authority, if required, will be given. The Issuer may be expected to redeem the Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor may 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.

Suitability

Prospective investors should determine whether an investment in the Notes is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in the Notes and to arrive at their own evaluations of the investment.

Each potential investor in any of the Notes should determine the suitability of such investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and professional advisers, whether it:

- (i) has sufficient knowledge and expertise to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus, taking into account that the Notes may only be a suitable investment for professional or institutional investors;

- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for payments in respect of the Notes is different from the potential investor's currency;
- (iv) understands thoroughly the terms of the Notes, including the provisions relating to their status, and is familiar with the behaviour of financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear applicable risks.

A potential investor should not invest in the Notes unless it has the knowledge and expertise (either alone or with its financial and professional advisers) to evaluate how the Notes will perform under changing conditions, the resulting effects on the market value of the Notes, and the impact of this investment on the potential investor's overall investment portfolio.

The trading market for debt securities may be volatile and may be adversely impacted by many events

The trading market for debt securities issued by banks is influenced by economic and market conditions, varying degrees, interest rates, currency exchange rates and inflation rates in other Western and industrialised countries. There can be no assurance that events in the Kingdom of Norway, Spain, the UK (including the UK EU Referendum), Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the Notes or that economic and market conditions will not have any other adverse effect.

The terms of the Notes contain very limited covenants and there are no restrictions on the amount or type of further securities or indebtedness which the Issuer may incur

There is no negative pledge in respect of the Notes and the Terms and Conditions place no restrictions on the amount or type of debt that the Issuer may issue that ranks senior to the Notes, or on the amount or type of securities it may issue that rank pari passu with the Notes. The issue of any such debt or securities may reduce the amount recoverable by Holders upon liquidation, dissolution or winding-up of the Issuer and may limit the ability of the Issuer to meet its obligations in respect of the Notes, and result in a Holder losing all or some of its investment in the Notes.

In addition, the Notes do not require the Issuer to comply with financial ratios or otherwise limit its ability or that of its subsidiaries to incur additional debt, nor do they limit the Issuer's ability to use cash to make investments or acquisitions, or the ability of the Issuer or its subsidiaries to pay dividends, repurchase shares or otherwise distribute cash to shareholders. Such actions could potentially affect the Issuer's ability to service its debt obligations, including those under the Notes.

Potential conflicts of interest between the investor and the Calculation Agent

Potential conflicts of interest may arise between the Calculation Agent, if any, and the Holders (including where a Dealer acts as a calculation agent), including with respect to certain discretionary determinations and judgments that such Calculation Agent may make pursuant to the Terms and Conditions of the Notes that may influence the amount receivable by the Noteholders during the terms of the Notes and upon redemption of the Notes.

Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer

Notes issued under the Programme may be represented by one or more Global Notes. Such Global Notes will be deposited with a Common Depositary or Common Safekeeper, as applicable, for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Instrument, investors will not be entitled to receive Notes in definite form. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

While the Notes are represented by one or more Global Notes the Issuer will discharge its payment obligations under the Notes by making payments to the Common Depositary or paying agent (in the case of a NGN) for Euroclear and Clearstream, Luxembourg for distribution to their accountholders. A holder of a beneficial interest in a Global Instrument must rely on the procedures of Euroclear and Clearstream, Luxembourg 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 the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take enforcement action against the Issuer in the event of a default under the relevant Notes but will have to rely upon their rights under the Deed of Covenant.

Credit ratings may not reflect all risks

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

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and ratings will be disclosed in the relevant Final Terms.

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 prospective investor should consult its legal advisers to determine whether and to what extent (i) relevant Notes are legal investments for it, (ii) the relevant Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to the purchase of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules. Neither the Issuer, the Dealers nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor of the relevant Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

Partly-paid Notes

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

Notes issued at a substantial discount or premium

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

There is no active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price,

depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although applications have been made for the Notes issued under the Programme to be admitted to listing on the Regulated Market of the Irish Stock Exchange, there is no assurance that such applications will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

Fixed/Floating Rate Notes

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

Risks relating to Subordinated Notes

The risks factors relating to Subordinated Notes described below should be read together with the general risks factors relating to the Notes described above.

An investor in Subordinated Notes assumes an enhanced risk of loss in the event of the Issuer's insolvency or resolution

The Issuer's obligations under the Subordinated Notes (as defined in the Terms and Conditions) will be unsecured and subordinated obligations of the Issuer and will rank junior to all unsubordinated obligations of the Issuer. Although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a greater risk that an investor in Subordinated Notes will lose all or some of its investment should the Issuer become insolvent.

The Subordinated Notes do not provide for any events of default. Holders of Subordinated Notes may not be able to exercise their rights on an event of default without the consent of the FSAN

Holders have no ability to accelerate the maturity of their Subordinated Notes, and the terms and conditions of the Subordinated Notes do not provide for any events of default for Subordinated Notes. According to the Norwegian Regulations of 1 June 1990 no. 453 on calculation of subordinated capital for financial undertakings (as amended) and the FSAN's circulation letter no. 11/2014, no redemption of Subordinated Notes may take place without the prior written consent of the FSAN.

In certain circumstances, some or all of the principal amount and any interest on any Subordinated Notes may be cancelled

Under Norwegian legislation, if the Issuer's most recent audited accounts reveal that its net assets are less than 25 per cent. of its share capital, the general meeting of shareholders of the Issuer can, or the relevant authorities can if the general meeting of shareholders of the Issuer does not do so: first, cancel share capital to compensate for the shortfall and secondly, if any remaining shortfall exceeds a substantial part (as determined by the general meeting of shareholders of the Issuer or by the relevant Norwegian authorities) of the Issuer's subordinated loan capital, cancel, in whole or in part, such subordinated loan capital (which would include principal and corresponding interest in respect of all Subordinated Notes).

INFORMATION INCORPORATED BY REFERENCE

The following information shall be deemed to be incorporated in, and to form part of, this Base Prospectus:

- (1) the audited consolidated financial statements (including the notes thereto) of the Issuer for the years ended 31 December 2016 and 31 December 2015, together with the auditors' reports thereon; and
- (2) the unaudited consolidated financial statements of the Issuer for the three month period ended 31 March 2017.
- (3) the terms and conditions set out on pages 25 to 50 of the base prospectus dated 15 June 2016 under the heading "Terms and Conditions of the Notes" available for inspection at:
http://ise.ie/debt_documents/Base%20Prospectus_5d936371-4f0f-4b7e-be9a-dd3b2dc643ea.PDF;
- (4) the terms and conditions set out on pages 28 to 53 of the base prospectus dated 18 May 2015 under the heading "Terms and Conditions of the Notes" available for inspection at
http://ise.ie/debt_documents/Base%20Prospectus_23f9b6c1-230c-4bcf-a8e3-ce5235180da9.PDF;
- (5) the terms and conditions set out on pages 30 to 56 of the base prospectus dated 12 May 2014 under the heading "Terms and Conditions of the Notes" available for inspection at
http://ise.ie/debt_documents/Base%20Prospectus_88bdd34a-d4ed-4cb8-8895-53115805ea55.PDF;

The audited 2016 Consolidated Financial Statements of the Issuer is available on the following website:

<https://www.santanderconsumer.no/globalassets/om-oss/investor-relations/arsrapporter/2016-annual-report-scb-as-with-auditors-report.pdf>

The audited 2015 Consolidated Financial Statements of the Issuer is available on the following website:

<https://www.santanderconsumer.no/globalassets/om-oss/investor-relations/arsrapporter/2015-annual-report-scb.pdf>

The unaudited consolidated financial statements of the Issuer for the first quarter 2017 is available on the following website:

<https://www.santanderconsumer.no/globalassets/om-oss/investor-relations/kvartalsrapporter/scb-as-q1-2017-report-final-version.pdf>

Copies of this Base Prospectus (and any document incorporated by reference in this Base Prospectus) will be made freely available at the office of the Listing Agent. Any information contained in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus.

FINAL TERMS AND DRAWDOWN PROSPECTUSES

In this section the expression "**necessary information**" means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme the Issuer has included in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the relevant Final Terms or in any Drawdown Prospectus. Such information will be contained in the relevant Final Terms unless any of such information constitutes a significant new factor relating to the information contained in this Base Prospectus in which case such information, together with all of the other necessary information in relation to the relevant Series of Notes, may be contained in any Drawdown Prospectus.

For a Tranche of Notes which is the subject of a Final Terms, such Final Terms must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Final Terms are the Conditions as completed in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of any Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the relevant Notes or (2) by a registration document (the "**Registration Document**") containing the necessary information relating to the Issuer and a securities note (the "**Securities Note**") containing the necessary information relating to the relevant Notes. In addition, if the Drawdown Prospectus is constituted by a Registration Document and a Securities Note, any significant new factor, material mistake or inaccuracy relating to the information included in the Registration Document which arises or is noted between the date of the Registration Document and the date of the Securities Note which is capable of affecting the assessment of the relevant Notes will be included in the Securities Note.

FORMS OF THE 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**"), without interest coupons, in each case as specified in the relevant Final Terms or Drawdown Prospectus. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") which is not intended to be issued in new global note ("**NGN**") form, as specified in the relevant Final Terms or Drawdown Prospectus, 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/or Clearstream, Luxembourg and/or any other relevant clearing system and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms or Drawdown Prospectus, will be deposited on or around the issue date of the relevant Tranche of the Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

On 13 June 2006 the European Central Bank (the "**ECB**") announced that Notes in NGN form are in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the "**Eurosystem**"), **provided that** certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

The relevant Final Terms or Drawdown Prospectus will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**") or in each case any successor section of the United States Treasury Regulations, including without limitation Regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010, are applicable in relation to the Notes or, if the Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms or Drawdown Prospectus 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 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, 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 prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) 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 Issue and Paying Agent; and
- ii. receipt by the Issue and Paying 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 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 the Permanent Global Note exceed the initial principal amount of the Temporary Global Note.

The Permanent Global Note will be exchangeable in whole, but not in part, for Notes in definitive form ("**Definitive Notes**") if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces

an intention permanently to cease business or (b) any of the circumstances described in Condition 6 (*Events of Default*) occurs.

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 Talons attached (if so specified in the relevant Final Terms or Drawdown Prospectus), in an aggregate principal amount equal to the principal amount of 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 Issue and Paying Agent within 30 days of the bearer requesting such exchange.

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms or Drawdown Prospectus specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

If the relevant Final Terms or Drawdown Prospectus specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 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 the Temporary 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 Talons attached (if so specified in the relevant Final Terms or Drawdown Prospectus), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Issue and Paying Agent within 30 days of the bearer requesting such exchange.

The exchange of a Temporary Global Note for Definitive Notes upon notice/at any time options will not be applicable if the Specified Denomination of the Notes includes language substantially to the following effect: "€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000". Furthermore, such Specified Denomination construction is not permitted in relation to any issuance of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms or Drawdown Prospectus specifies the form of Notes as being "Permanent Global Note exchangeable for Definitive Notes", then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 6 (*Events of Default*) occurs.

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 Talons attached (if so specified in the relevant Final Terms or Drawdown Prospectus), in an aggregate principal amount equal to the principal amount of 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 Issue and Paying Agent within 30 days of the bearer requesting such exchange.

The exchange of a Permanent Global Note for Definitive Notes upon notice/at any time options will not be applicable if the Specified Denomination of the Notes includes language substantially to the following effect: "€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000". Furthermore, such Specified Denomination construction is not permitted in relation to any issuance of Notes which is to be represented on issue by a Permanent Global Note exchangeable for Definitive Notes.

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 Final Terms or Drawdown Prospectus which complete those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*Overview of Provisions Relating to the Notes while in Global Form*" below.

Legend concerning United States persons

In the case of any Tranche of Notes having a maturity of more than 365 days, the Notes in global form, the Notes in definitive form 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."

USE OF PROCEEDS

The net proceeds of the issue of each Tranche of Notes will be used for the general corporate purposes of the Issuer or for such other purpose as may be specified in the relevant Final Terms.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as completed by the relevant Final Terms, will be endorsed on each Note in definitive form issued under the Programme. To the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Notes may complete any information in this Base Prospectus.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Overview of Provisions Relating to the Notes while in Global Form" below.

Introduction

The Notes will be issued in accordance with an issue and paying agency agreement (the "**Issue and Paying Agency Agreement**", which expression shall include any amendments or supplements thereto) dated 26 June 2017 and made between Santander Consumer Bank AS (the "**Issuer**") and Citibank, N.A., London Branch in its capacities as issue and paying agent (the "**Issue and Paying Agent**" which expressions shall include any successor to Citibank, N.A., London Branch, in its capacities as such) and the paying agents named therein (the "**Paying Agents**", which expression shall include the Issue and Paying Agent and any substitute or additional paying agents appointed in accordance with the Issue and Paying Agency Agreement). For the purposes of making determinations or calculations of interest rates, interest amounts, redemption amounts or any other matters requiring determination or calculation in accordance with the Terms and Conditions of any Series of Notes (as defined below), the Issuer may appoint a Determination Agent (as defined under Condition 4C.3) for the purposes of such Notes, in accordance with the provisions of the Issue and Paying Agency Agreement, and such Determination Agent shall be specified in the applicable Final Terms or Drawdown Prospectus. The Issuer has executed and delivered a deed of covenant dated 26 June 2017 (the "**Deed of Covenant**"). Copies of the Issue and Paying Agency Agreement and the Deed of Covenant are, or will be, available for inspection during normal business hours at the specified office of each of the Paying Agents and A&L Listing Limited in its capacity as listing agent (the "**Listing Agent**"). All persons from time to time entitled to the benefit of obligations under any Notes shall be deemed to have notice of, and shall be bound by, all of the provisions of the Issue and Paying Agency Agreement and the Deed of Covenant insofar as they relate to the relevant Notes.

The Notes are issued in series (each, a "**Series**"), and each Series may comprise one or more tranches ("**Tranches**" and each, a "**Tranche**") of Notes. Each Tranche will be the subject of Final Terms (each, a "**Final Terms**"). In the case of a Tranche of Notes in relation to which application has been made for admission for listing on any listing authority, stock exchange and/or quotation system, a copy of the Final Terms will be available for inspection during normal business hours at the specified office of the Issue and Paying Agent and, in the case of a Tranche of Notes in relation to which application has been made for admission for listing on the Official List of the Irish Stock Exchange, at the specified office of the Listing Agent. In the case of a Tranche of Notes in relation to which application has not been made for admission for listing on any listing authority, stock exchange and/or quotation system, copies of the Final Terms will only be available for inspection by a Holder of or, as the case may be, an Accountholder (as defined in the Deed of Covenant) in respect of, such Notes.

References in these Terms and Conditions to "**Notes**" are to Notes of the relevant Series and any references to "**Coupons**" (as defined in Condition 1.5) and "**Receipts**" (as defined in Condition 1.6) are to Coupons and Receipts relating to Notes of the relevant Series.

References in these Terms and Conditions to the "**Final Terms**" are to the Final Terms prepared in relation to the Notes of the relevant Tranche or Series.

In respect of any Notes, references herein to these "**Terms and Conditions**" are to these terms and conditions (the "**Conditions**") as completed by the Final Terms.

1. **Form and Denomination**

- 1.1 Notes are issued in bearer form ("**Bearer Notes**") and are serially numbered.
- 1.2 If so specified in the Final Terms, each Tranche of Notes will be represented upon issue by a temporary global note (a "**Temporary Global Note**") in substantially the form (subject to amendment and completion) scheduled to the Issue and Paying Agency Agreement. On or after the date (the "**Exchange Date**") which is forty days after the completion of the distribution of the Notes of the relevant Tranche and provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Note or in such other form as is customarily issued in such circumstances by the relevant clearing systems) has been received, interests in the Temporary Global Note may be exchanged for:
- (i) interests in a permanent global note (a "**Permanent Global Note**") representing the Notes of that Tranche and in substantially the form (subject to amendment and completion) scheduled to the Issue and Paying Agency Agreement; or
 - (ii) if so specified in the relevant Final Terms, serially numbered definitive Notes ("**Definitive Notes**").
- 1.3 If any date on which a payment of interest is due on the Notes of a Tranche occurs whilst any of the Notes of that Tranche are represented by a Temporary Global Note, the related interest payment will be made on the Temporary Global Note only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Note or in such other form as is customarily issued in such circumstances by the relevant clearing systems) has been received by Euroclear Bank S.A./N.V. ("**Euroclear**") or Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") or any other relevant clearing system. Payments of amounts due in respect of a Permanent Global Note will be made through Euroclear or Clearstream, Luxembourg or any other relevant clearing system without any requirement for certification.
- 1.4 Interests in a Permanent Global Note will be exchanged by the Issuer in whole (but not in part), at the option of the Holder of such Permanent Global Note, for serially numbered Definitive Notes, (a) if any Note of the relevant Series becomes due and repayable following an Event of Default (as defined herein); or (b) if either Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so or announces its intention to withdraw its acceptance of the Notes for clearance and settlement through its system or in fact does so; or (c) if so specified in the Final Terms, at the option of the Holder of such Permanent Global Note upon such Holder's request, in all cases at the cost and expense of the Issuer, unless otherwise specified in the relevant Final Terms. In order to exercise the option contained in part (c) of the preceding sentence, the Holder must, not less than 45 days before the date upon which the delivery of such Definitive Notes is required, deposit the relevant Permanent Global Note with the Issue and Paying Agent at its specified office with the form of exchange notice endorsed thereon duly completed. If default is made by the Issuer in the required delivery of Definitive Notes and such default is continuing at 6.00 p.m. (Irish time) on the thirtieth day after the day on which the relevant notice period expires or, as the case may be, such Permanent Global Note becomes so exchangeable, such Permanent Global Note will become void in accordance with its terms but without prejudice to the rights of the accountholders with Euroclear or Clearstream, Luxembourg or any other relevant clearing system in relation thereto under the Deed of Covenant. The

exchange of a Permanent Global Note for Definitive Notes upon notice/at any time options will not be applicable if the Specified Denomination of the Notes includes language substantially to the following effect: "€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000". Furthermore, such Specified Denomination construction is not permitted in relation to any issuance of Notes which is to be represented on issue by a Permanent Global Note exchangeable for Definitive Notes.

- 1.5 Definitive Notes will, if so specified in the relevant Final Terms, have attached thereto at the time of their initial delivery coupons ("**Coupons**"), presentation of which will be a prerequisite to the payment of interest in certain circumstances specified below. Definitive Notes will also, if so specified in the relevant Final Terms, have attached thereto at the time of their initial delivery, a talon ("**Talon**") for further coupons and the expression "**Coupons**" shall, where the context so requires, include Talons.
- 1.6 Bearer Notes, the principal amount of which is repayable by instalments ("**Instalment Notes**") will have attached thereto at the time of their initial delivery, payment receipts ("**Receipts**") in respect of the instalments of principal.

Denomination Notes

- 1.7 Bearer Notes are in the denomination or denominations (each of which denomination is integrally divisible by each smaller denomination) specified in the relevant Final Terms. Bearer Notes of one denomination will not be exchangeable, after their initial delivery, for Bearer Notes of any other denominations. No Notes may be issued under the Programme which have a minimum denomination of less than €100,000 (or equivalent in another currency).

Currency of Notes

- 1.8 Notes may be denominated in any currency, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
- 1.9 For the purposes of these Terms and Conditions, references to Notes shall, as the context may require, be deemed to be to Temporary Global Notes, Permanent Global Notes or Definitive Notes.

2. Title

- 2.1 Title to Notes and Coupons passes by delivery. References herein to the "**Holders**" of Notes or of Coupons, or "**Noteholders**", are to the bearers of such Notes or such Coupons (as applicable).
- 2.2 The Holder of any Note or Coupon will (except as otherwise required by applicable law or regulatory requirement) 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 interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

3. Status of the Notes

Status of Senior Notes

- 3.1 The Senior Notes (being those Notes which specify their status as senior, the "**Senior Notes**") and the Receipts and Coupons relating to them, constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain debts required to be preferred by law) equally with all other unsecured obligations (including deposits) (other than subordinated obligations, if any) of the Issuer, present and future, from time to time outstanding. So long as any of the

Senior Notes remains outstanding (as defined in the Issue and Paying Agency Agreement), the Issuer undertakes to ensure that the obligations of the Issuer under the Senior Notes rank and will rank *pari passu* with all other unsecured and unsubordinated obligations (including deposits) of the Issuer and with all its unsecured and unsubordinated obligations under guarantees of obligations of third parties, in each case except for any obligations preferred by mandatory provisions of applicable law.

Status of Subordinated Notes

- 3.2 The Subordinated Notes (being Notes which specify their status as subordinated, the "**Subordinated Notes**") constitute direct, unconditional, subordinated and unsecured obligations of the Issuer, subject to cancellation as described below, and rank *pari passu* without any preference among themselves and at least equally with all other subordinated obligations of the Issuer (whether actual or contingent) having a fixed maturity from time to time outstanding.

In the event of a liquidation, dissolution, administration or other winding-up of the Issuer by way of public administration, there shall be payable on the Subordinated Notes (in lieu of any other payment, but subject as provided in this Condition 3.2), in respect of the principal amount of the Subordinated Notes an amount equal to the principal amount of the Subordinated Notes and, in the case of interest on the Subordinated Notes, an amount equal to any unpaid interest accrued up to but excluding the date of repayment and such Subordinated Notes shall be subordinated in right of payment only to the claims against the Issuer of all unsubordinated creditors of the Issuer and to claims preferred under Norwegian law generally.

Under Norwegian legislation, if the Issuer's most recent audited accounts reveal that its net assets are less than 25 per cent. of its share capital, the general meeting of shareholders of the Issuer can or the relevant authorities can if the general meeting of shareholders of the Issuer does not do so: first, cancel share capital to compensate for the shortfall and secondly, if any remaining shortfall exceeds a substantial part (as determined by the general meeting of shareholders of the Issuer or by the relevant Norwegian authorities) of the Issuer's subordinated loan capital, cancel, in whole or in part, such subordinated loan capital (which would include principal and corresponding interest thereon in respect of all Subordinated Notes).

To the extent that part only of the outstanding principal amount (and corresponding interest thereon) of any Subordinated Notes has been cancelled as provided above, interest will continue to accrue in accordance with the terms hereof on the then outstanding principal amount of such Subordinated Notes.

4. Interest

Notes will be interest-bearing. The Final Terms in relation to each Tranche of Notes shall specify which of Condition 4A (*Interest – Fixed Rate*) or Condition 4B (*Interest – Floating Rate Notes Provisions*) shall be applicable and Condition 4C (*Interest – Supplemental Provision*) will be applicable to each Tranche of Notes as specified therein. In relation to any Tranche of Notes, the relevant Final Terms may specify actual amounts of interest payable rather than, or in addition to, a rate or rates at which interest accrues.

4A ***Interest — Fixed Rate***

Notes in relation to which this Condition 4A (*Interest – Fixed Rate*) is specified in the relevant Final Terms as being applicable shall bear interest from their date of issue (as specified in the relevant Final Terms) or from such other date as may be specified in the relevant Final Terms at the rate or rates per annum (or otherwise, as specified in the relevant Final Terms) specified in the relevant Final Terms. Such interest will be payable in arrear on such dates as are specified in the relevant Final Terms and on the date of final maturity thereof. Interest in respect of a period of less than one year will be calculated on such basis as may be specified in the relevant Final Terms.

4B ***Interest — Floating Rate Notes Provisions***

4B.1 Notes in relation to which this Condition 4B (*Interest – Floating Rate Notes Provisions*) is specified in the relevant Final Terms as being applicable, shall bear interest at the rate or rates per annum (or otherwise, as specified in the relevant Final Terms) determined in accordance with this Condition 4B (*Interest – Floating Rate Notes Provisions*). Condition 4C.1 shall apply to Notes to which this Condition 4B (*Interest – Floating Rate Notes Provisions*) applies.

4B.2 Such Notes shall bear interest from their date of issue (as specified in the relevant Final Terms) or from such other date as may be specified in the relevant Final Terms. Such interest will be payable in arrear on each Interest Payment Date (as defined in Condition 4C.1) and on the maturity date.

4B.3 ***Screen Rate Determination***

If "**Screen Rate Determination**" is specified in the relevant Final Terms it shall also specify which page (the "**Relevant Screen Page**") on the Reuters Screen or any other information vending service shall be applicable. For these purposes, "**Reuters Screen**" means, when used in connection with any designated page and any Floating Rate Option, the display page so designated on the Reuters service or any successor display page (or such other services or service as may be nominated as the information vendor for the purpose of displaying comparable rates in succession thereto). The rate of interest (the "**Rate of Interest**") applicable to such Notes for each Interest Period (as defined in Condition 4C.1) shall be determined by the Determination Agent (as defined in Condition 4C.3) on the following basis:

- (i) the Determination Agent will determine the offered rate for deposits (or, as the case may require, the arithmetic mean (rounded, if necessary, to the nearest ten thousandth of a percentage point, 0.00005 being rounded upwards) of the rates for deposits) in the relevant currency for a period of the duration of the relevant Interest Period on the Relevant Screen Page as of 11.00 a.m. (London time, in the case of the London inter-bank offered rate ("**LIBOR**"), or Brussels time, in the case of the Euro-zone interbank offered rate ("**EURIBOR**")) on the second London Banking Day (as defined in this Condition 4B.3) or, in the case of Notes denominated in euro, on the second TARGET Business Day (as defined in Condition 8B.2), before (or, in the case of Notes in another currency if so specified in the relevant Final Terms, on) the first day of the relevant Interest Period (the "**Interest Determination Date**");
- (ii) if, on any Interest Determination Date, no such rate for deposits so appears (or, as the case may be, if fewer than two such rates for deposits so appear) or if the Relevant Screen Page is unavailable, the Determination Agent will request appropriate quotations and will determine the arithmetic mean (rounded as aforesaid) of the rates at which deposits in the relevant

currency are offered by four major banks in the London interbank market or, where the basis for calculating the Rate of Interest is EURIBOR, in the Euro-zone interbank market, selected by the Determination Agent, at approximately 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date to prime banks in the London interbank market or, where the basis for calculating the Rate of Interest is EURIBOR, in the Euro- zone interbank market for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time;

- (iii) if, on any Interest Determination Date, only two or three rates are so quoted, the Determination Agent will determine the arithmetic mean (rounded as aforesaid) of the rates so quoted; or
- (iv) if fewer than two rates are so quoted, the Determination Agent will determine the arithmetic mean (rounded as aforesaid) of the rates quoted by four major banks in the Relevant Financial Centre (as defined in Condition 8B.2) (or, in the case of Notes denominated in euro, in such financial centre or centres as the Determination Agent may select) selected by the Determination Agent, at approximately 11.00 a.m. (Relevant Financial Centre time (or local time at such other financial centre or centres as aforesaid)) on the first day of the relevant Interest Period for loans in the relevant currency to leading European banks for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time,

and the Rate of Interest applicable to such Notes during each Interest Period will be the sum of the relevant margin (the "**Relevant Margin**") specified in the Final Terms and the rate (or, as the case may be, the arithmetic mean (rounded as aforesaid) of rates) so determined; **provided, however, that**, if the Determination Agent is unable to determine a rate (or, as the case may be, an arithmetic mean (rounded as aforesaid) of rates) in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Notes during such Interest Period will be the sum of the Relevant Margin and the rate (or, as the case may be, the arithmetic mean (rounded as aforesaid) of rates) determined in relation to such Notes in respect of the last preceding Interest Period; **provided always that** if there is specified in the relevant Final Terms a minimum interest rate or a maximum interest rate then the Rate of Interest shall in no event be less than or, as the case may be, exceed it. For the purposes of these Terms and Conditions "**London Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London.

4B.4 *ISDA Determination*

If "**ISDA Determination**" is specified in the relevant Final Terms 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 Relevant 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 2006 Definitions of the International Swaps and Derivatives Association, Inc. (the "**ISDA Definitions**") (as amended and updated as at the date specified in the relevant Final Terms)) that would be determined by the Determination Agent under an interest rate swap transaction if the Determination Agent were acting as Determination 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 Final Terms;
- (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on LIBOR for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms.

4B.5 *Determination of Rates*

The Determination Agent will, as soon as practicable after determining the Rate of Interest in relation to each Interest Period, calculate the amount of interest (the "**Interest Amount**") payable in respect of the principal amount of the smallest or minimum denomination of such Notes specified in the relevant Final Terms for the relevant Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to such principal amount, multiplying the product by a fraction (day count fraction) the numerator of which is the actual number of days in the Interest Period concerned and the denominator for which is 360 (or, in the case of Notes denominated in pounds sterling, 365 or, when all or part of an Interest Period falls in a leap year, 366 for that proportion of the Interest Period so falling) or by such other day count fraction as may be specified in the relevant Final Terms and rounding the resulting figure to the nearest sub-unit of the currency in which such Notes are denominated or, as the case may be, in which such interest is payable (one half of any such sub-unit being rounded upwards).

4C *Interest — Supplemental Provision*

Interest Payment Date Conventions and other Calculations

4C.1

(a) *Business Day Convention*

The Final Terms in relation to each Series of Notes in relation to which this Condition 4C.1 is specified as being applicable shall specify which of the following conventions shall be applicable, namely:

- (i) the "**FRN Convention**", in which case interest shall be payable in arrear on each date (each an "**Interest Payment Date**") which numerically corresponds to their date of issue or such other date as may be specified in the relevant Final Terms or, as the case may be, the preceding Interest Payment Date in the calendar month which is the number of months specified in the relevant Final Terms after the calendar month in which such date of issue or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred **provided that:**
 - (a) if there is no such numerically corresponding day in the calendar month in which an Interest Payment Date should occur, then the relevant Interest Payment Date will be the last day which is a Business Day (as defined in Condition 8B.2) in that calendar month;

- (b) if an Interest Payment Date would otherwise fall on a day which is not a Business Day, then the relevant Interest Payment 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 such date of issue or such other date as aforesaid or the preceding Interest Payment Date occurred on the last day in a calendar month which was a Business Day, then all subsequent Interest Payment 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 such date of issue or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred;
- (ii) the "**Modified Following Business Day Convention**", in which case interest shall be payable in arrear on such dates (each an "**Interest Payment Date**") as are specified in the relevant Final Terms, **provided that**, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant Interest Payment Date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case the relevant Interest Payment Date will be the first preceding day which is a Business Day;
 - (iii) the "**Following Business Day Convention**" in which case interest shall be payable in arrear on such dates (each an "**Interest Payment Date**") as are specified in the relevant Final Terms, **provided that**, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant Interest Payment Date will be the first following day which is a Business Day;
 - (iv) "**No Adjustment**" in which case the relevant date shall not be adjusted in accordance with any Business Day Convention; or
 - (v) such other convention as may be specified in the relevant Final Terms.
- (b) "**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time ("**Calculation Period**"), such day count fraction as may be specified in the Final Terms and:
- (i) if "**Actual/Actual**", "**Actual/Actual (ISDA)**", "**Act/Act**" or "**Act/Act (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);
 - (ii) if "**Actual/365 (Fixed)**", "**Act/365 (Fixed)**", "**A/365 (Fixed)**" or "**A/365F**" is so specified, means the actual number of days in the Calculation Period divided by 365;

- (iii) if "**Actual/Actual (ICMA)**" or "**Act/Act (ICMA)**" is so specified, means a fraction equal to "number of days accrued/number of days in year", as such terms are used in Rule 251 of the statutes, by-laws, rules and recommendations of the International Capital Market Association (the "**ICMA Rule Book**"), calculated in accordance with Rule 251 of the ICMA Rule Book as applied to non U.S. dollars denominated straight and convertible bonds issued after 31 December 1998, as though the interest coupon on a bond were being calculated for a coupon period corresponding to the Calculation Period;
- (iv) if "**Actual/360**", "**Act/360**" or "**A/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if "**30/360**" "**360/360**" or "**Bond 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 included in 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 number, in which the day immediately following the last day included in 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 and D₁ is greater than 29, in which case D₂ will be 30;

- (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 included in 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 included in 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.

- (vii) if "**30E/360 (ISDA)**" is specified, 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 included in 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 included in 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 Termination Date or (ii) such number would be 31, in which case D2 will be 30.

Each period beginning on (and including) such date of issue or such other date as aforesaid and ending on (but excluding) the first Interest Payment Date and each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

Notification of Rates of Interest, Interest Amounts and Interest Payment Dates

- 4C.2 The Determination Agent will cause each Rate of Interest, floating rate, Interest Payment Date, final day of a calculation period, Interest Amount, floating amount or other item, as the case may be, determined or calculated by it to be notified to the Issuer and the Issue and Paying Agent. The Issue and Paying Agent will cause all such determination or calculations to be notified to the other Paying Agents (from whose respective specified offices such information will be available) and to the Holders in accordance with Condition 13 (*Notices*) as soon as practicable after such determination or calculation but in any event not later than the fourth London Banking Day thereafter or, if earlier, in the case of notification to any listing authority, stock exchange and/or quotation system, the time required by the rules of any such listing authority, stock exchange and/or quotation system. The Determination Agent will be entitled to amend any Interest Amount, floating amount, Interest Payment Date or final day of a calculation period (or to make appropriate alternative arrangements by way of adjustment) without prior notice in the event of the extension or abbreviation of any relevant Interest Period or calculation period and such amendment will be notified in accordance with the first two sentences of this Condition 4C.2.
- 4C.3 The determination by the Determination Agent of all items falling to be determined by it pursuant to these Terms and Conditions shall, in the absence of manifest error, be final and binding on all parties.

"Determination Agent" means the Issue and Paying Agent or such other person specified in the relevant Final Terms 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 Final Terms.

Accrual of Interest

- 4C.4 Interest shall accrue on the principal amount of each Note or, in the case of an Instalment Note, on each instalment of principal, on the paid up principal amount of such Note or otherwise as indicated in the Final Terms from the Interest Commencement Date (as specified in the Final Terms). Interest will cease to accrue as from the due date for redemption therefor (or, in the case of an Instalment Note, in respect of each instalment of principal, on the due date for payment thereof) unless upon (except in the case of any payment where presentation and/or surrender of the relevant Note is not required as a precondition of payment) due presentation or surrender thereof, payment in full of the principal amount or the relevant instalment or, as the case may be, redemption amount is improperly withheld or refused or default is otherwise made in the payment thereof in which case interest shall continue to accrue thereon (as well after as before any demand or judgment) at the rate then applicable to the principal amount of the Notes or such other rate as may be specified in the relevant Final Terms (the **"Default Rate"**) until the earlier of (i) the date on which, upon due presentation of the relevant Note (if required), the relevant payment is made or (ii) (except in the case of any payment where presentation and/or surrender of the relevant Note is not required as a precondition of payment) the seventh day after the date on which notice is given to the Holders in accordance with Condition 13 (*Notices*) that the Issue and Paying Agent has received the funds required to make such payment (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder).

5. Redemption and Purchase

Redemption at Maturity

- 5.1 Unless previously redeemed, or purchased and cancelled as specified below, each Note shall be redeemed by the Issuer at its maturity redemption amount (the "**Maturity Redemption Amount**") (which shall be its principal amount or such other Maturity Redemption Amount as may be specified in the relevant Final Terms) (or, in the case of Instalment Notes, in such number of instalments and in such amounts as may be specified in the relevant Final Terms (the "**Instalment Amounts**")) on the date or dates (or, in the case of Notes which bear interest at a floating rate of interest, on the date or dates upon which interest is payable) specified in the relevant Final Terms.

Early Redemption for Taxation Reasons

- 5.2 Subject, in the case of Subordinated Notes, to obtaining the prior written consent of the FSAN as provided in Condition 5.13, if, in relation to any Series of Notes, provided the Issuer satisfies the Issue and Paying Agent that (i) as a result of any change in the laws or regulations of the Kingdom of Norway 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 or regulations which becomes effective on or after the date of issue of such Notes or any other date specified in the relevant Final Terms, the Issuer would be required to pay additional amounts as provided in Condition 7 (*Taxation*), and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may, at its option and having given no less than 30 nor more than 60 days' notice (ending, in the case of Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of the Notes in accordance with Condition 13 (*Notices*) (which notice shall be irrevocable), redeem all (but not some only) of the outstanding Notes comprising the relevant Series at their early tax redemption amount (the "**Early Redemption Amount (Tax)**") (which shall be their outstanding principal amount or such other Early Redemption Amount (Tax) as may be specified in or determined in accordance with the relevant Final Terms), less, in the case of any Instalment Note, the aggregate amount of all instalments that shall have become due and payable in respect of such Note prior to the date fixed for redemption under any other of these Terms and Conditions (which amount, if and to the extent not then paid, remains due and payable), together with accrued interest (if any) thereon (calculated as provided in these Terms and Conditions and the Issue and Paying Agency Agreement) **provided, however, that** (i) no such notice of redemption may be given earlier than 90 days (or, in the case of 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 Notes plus 60 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 Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition 5.2 the Issuer shall deliver to the Issue and Paying Agent (A) a certificate signed by two directors of the Issuer stating that the said circumstances prevail and describing the facts leading thereto, and the Issue and Paying Agent shall be entitled to accept such certificate as sufficient evidence of the condition precedent set out in (ii) above in which case it shall become conclusive and binding on the relevant Noteholders and (B) an opinion of independent legal advisers of recognised standing to the effect that such circumstances prevail, and the Issue and Paying Agent shall be entitled to accept such opinion as sufficient evidence of the condition precedent set out in (i) above in which case it shall become conclusive and binding on the relevant Noteholders.

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under Condition 5.6 (*Optional Early Redemption (Put)*).

Optional Early Redemption (Call)

5.3 Subject, in the case of Subordinated Notes, to obtaining the prior written consent of the FSAN as provided in Condition 5.13, if this Condition 5.3 is specified in the relevant Final Terms as being applicable, then the Issuer may, having given the appropriate notice (as defined in Condition 5.4 below) to the Noteholders and having notified the Issue and Paying Agent prior to the provision of such notice and subject to such conditions as may be specified in the Final Terms, redeem all (but not, unless and to the extent that the relevant Final Terms specify otherwise, some only) of the Notes of the relevant Series at their call early redemption amount (the "**Early Redemption Amount (Call)**") (which shall be their outstanding principal amount or such other Early Redemption Amount (Call) as may be specified in the relevant Final Terms) less, in the case of any Instalment Note, the aggregate amount of all instalments that shall have become due and payable under any other of these Terms and Conditions prior to the date fixed for redemption (which amount, if and to the extent not then paid, remains due and payable), together with accrued interest (if any) thereon (calculated as provided in these Terms and Conditions and the Issue and Paying Agency Agreement) on the date specified in such notice.

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under Condition 5.6.

5.4 The appropriate notice referred to in Condition 5.3 is a notice given by the Issuer to the Issue and Paying Agent and the Holders of the Notes of the relevant Series in accordance with Condition 13 (*Notices*), which notice shall be signed by two duly authorised officers of the Issuer and shall specify:

- the Series of Notes subject to redemption;
- whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes of the relevant Series which are to be redeemed;
- the due date for such redemption which shall be a Business Day, which shall be not less than 30 days (or such lesser period as may be specified in the relevant Final Terms) after the date on which such notice is validly given and which is, in the case of Notes which bear interest at a floating rate, a date upon which interest is payable; and
- the Early Redemption Amount (Call) at which such Notes are to be redeemed.

Any such notice shall be irrevocable, and the delivery thereof shall oblige the Issuer to make the redemption therein specified.

Partial Redemption

5.5 If the Notes of a Series are to be redeemed in part only on any date in accordance with Condition 5.3, the Notes to be redeemed shall be drawn by lot in such European city as the Issue and Paying Agent may specify, or identified in such other manner or in such other place as the Issue and Paying Agent may approve and deem appropriate and fair subject always to compliance with all applicable laws and the requirements of any listing authority, stock exchange and/or quotation system on which the relevant Notes may be listed and/or quoted.

In connection with an exercise of the option contained in Condition 5.3 in relation to some only of the Notes, the Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with these Terms and Conditions and the Notes to be redeemed will not be selected as provided in these Terms and Conditions but

in accordance with the rules and procedures of Euroclear and 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).

Optional Early Redemption (Put)

- 5.6 If this Condition 5.6 is specified in the relevant Final Terms as being applicable to the Senior Notes, then the Issuer shall, upon the exercise of the relevant option by the Holder of any Senior Note of the relevant Series, redeem such Senior Note on the date or the dates specified in the relevant Final Terms at its put early redemption amount (the "**Early Redemption Amount (Put)**") (which shall be its principal amount or such other Early Redemption Amount (Put) as may be specified in or determined in accordance with the relevant Final Terms) less, in the case of any Instalment Note, the aggregate amount of all instalments that shall have become due and payable in respect of such Instalment Note under any other of these Terms and Conditions prior to the date fixed for redemption (which amount, if and to the extent not then paid, remains due and payable), together with accrued interest (if any) thereon. In order to exercise such option, the Holder must, not less than 60 days before the date so specified (or such other period as may be specified in the relevant Final Terms), deposit the relevant Senior Note (together, in the case of a Definitive Note, with any unmatured Coupons appertaining thereto) with any Paying Agent together with a duly completed redemption notice in the form which is available from the specified office of any of the Paying Agents. No Senior Note so deposited and option exercised may be withdrawn (except as provided in the Issue and Paying Agency Agreement).

The Early Redemption Amount (Put) shall not apply in the case of Subordinated Notes and Holders of Subordinated Notes may not redeem such Subordinated Notes prior to the Maturity Date.

The Holder of a Note may not exercise such option in respect of any Note which is the subject of an exercise by the Issuer of its option to redeem such Note under either Condition 5.2 or Condition 5.3.

Purchase of Notes

- 5.7 Subject, in the case of Subordinated Notes, to obtaining the prior written consent of the FSAN as provided in Condition 5.13, the Issuer and any of its subsidiaries may at any time purchase Notes of a Series insofar as this is permitted by Norwegian law in the open market or otherwise and at any price **provided that**, in the case of Definitive Notes, all unmatured Receipts, and Coupons appertaining thereto are purchased therewith. If purchases are made by tender, tenders must be available to all Holders of such Series alike in a place and following procedures previously approved in writing by the Issue and Paying Agent.

Retention or Cancellation of Redeemed and Purchased Notes

- 5.8 Any Notes purchased by the Issuer or a subsidiary of the Issuer pursuant to Condition 5.7 may, at the option of the Issuer or the relevant subsidiary, be retained by the Issuer or the relevant subsidiary, or be resold or surrendered by the Issuer or that subsidiary to a Paying Agent for cancellation and cannot thereafter be reissued or resold.

Further Provisions applicable to Redemption Amount and Instalment Amounts

- 5.9 The provisions of Condition 4C.2 shall apply to any determination or calculation of the Redemption Amount or any Instalment Amount required by the Final Terms to be made by the Determination Agent.

- 5.10 References herein to "**Redemption Amount**" shall mean, as appropriate, the Maturity Redemption Amount, the final Instalment Amount, Early Redemption Amount (Tax), Early Redemption Amount (Call), Early Redemption Amount (Put) and Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in, or, where applicable, determined in accordance with the provisions of, the Final Terms.

Notices

- 5.11 Notices of early redemption (whether full or partial) of Notes shall be given in accordance with Condition 13 (*Notices*).

Notification of Irish Stock Exchange

- 5.12 The Issuer shall notify the Irish Stock Exchange of any early redemption (whether full or partial) of Notes.

Consent

- 5.13 In the case of Subordinated Notes, no early redemption in any circumstances or purchase under Condition 5.7 shall take place without the prior written consent of the FSAN. For the avoidance of doubt, redemption of Subordinated Notes under Condition 5.1 (*Redemption at Maturity*) shall not require the consent of the FSAN.

6. **Events of Default**

- 6.1 This Condition 6.1 shall apply only to Senior Notes and references to "**Notes**" in this Condition shall be construed accordingly. Unless otherwise specified in the relevant Final Terms, if any of the following events occurs and is continuing (each an "**Event of Default**"), such Event of Default shall be an acceleration event in relation to the Notes of any Series, namely:
- (i) **Non-payment**: if default is made in the payment of any interest or principal due in respect of the Notes of the relevant Series or any of them and such default continues for a period of seven days (or such other period as may be specified in the relevant Final Terms); or
 - (ii) **Breach of other obligations**: if the Issuer fails to perform or observe any of its other obligations under or in respect of the Notes, in the Issue and Paying Agency Agreement and (except in any case where such failure is incapable of remedy when no such continuation as is hereinafter mentioned will be required) the failure continues for a period of 30 days following written notice by any Noteholder to the Issuer or to the specified office of the Issue and Paying Agent requiring the same to be remedied; or
 - (iii) **Cross default**: if any Indebtedness for Borrowed Money (as defined in Condition 6.2) of the Issuer becomes due and repayable prior to its stated maturity by reason of an event of default (however described) or the Issuer fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for such payment or within any originally applicable grace period, or any security given by the Issuer for any Indebtedness for Borrowed Money becomes enforceable and steps are taken to enforce the same, or if default is made by the Issuer in making any payment when due (or within any originally applicable grace period in respect thereof) under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person, **provided that** no such event as aforesaid shall constitute an Event of Default unless the Indebtedness for Borrowed Money or other liability relative thereto either alone or when aggregated with other Indebtedness for Borrowed Money and/or other liabilities relative to all (if any) other such events which shall have occurred shall amount to at least

U.S.\$50,000,000 (or its equivalent in any other currency on the basis of the middle spot rate for the relevant currency against the U.S. dollars as quoted by any leading bank on the day on which this paragraph operates); or

- (iv) **Winding up**: if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer (except in any such case for the purpose of reconstruction or a merger or amalgamation which has been previously approved by a resolution or a merger with another financial institution in this case even without being approved by a resolution **provided that** any entity that survives or is created as a result of such merger is given a rating by an internationally recognised rating agency at least equal to the then current rating of the Issuer at the time of such merger); or
- (v) **Cessation of business**: if the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, (except in any such case for the purpose of reconstruction or a merger or amalgamation which has been previously approved by a resolution or a merger with another financial institution in this case even without being approved by a resolution **provided that** any entity that survives or is created as a result of such merger is given a rating by an internationally recognised rating agency at least equal to the then current rating of the Issuer at the time of such merger), or the Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class thereof) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- (vi) **Insolvency proceedings**: if (a) proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application made for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or in relation to the whole or a part of the undertaking or assets of it, or an encumbrancer takes possession of the whole or a part of the undertaking or assets of either of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a part of the undertaking or assets or any of them, and (b) in any case is not discharged within 14 days; or
- (vii) **Arrangements with creditors**: if the Issuer initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors); or

6.2 As used herein "**Indebtedness for Borrowed Money**" means (i) money borrowed and premiums and accrued interest in respect thereof, (ii) liabilities under or in respect of any acceptance or acceptance credit and (iii) the principal and premium (if any) and accrued interest in respect of any bonds, notes, debentures, debenture stock, loan stock, certificates of deposit or other securities whether issued for cash or in whole or in part for a consideration other than cash.

6.3 If any Event of Default shall occur in relation to any Series of Notes, the Holder of such Note or Notes may, by written notice to the Issuer, at the specified office of the Issue and Paying Agent, declare that such Note or Notes and all interest then accrued on such Note or Notes shall be forthwith due and payable, whereupon the same shall become immediately due and payable at its early termination amount (the "**Early Termination Amount**") (which shall be its principal amount or such other Early Termination Amount as may be specified in or determined in accordance with the relevant Final Terms) less, in the

case of any Instalment Note, the aggregate amount of all instalments that shall have become due and payable in respect of such Notes under any other of these Terms and Conditions prior to the date fixed for redemption (which amount, if and to the extent not then paid, remains due and payable), 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 Note or Notes to the contrary notwithstanding, unless, prior thereto, all Events of Default in respect of the Notes of the relevant Series shall have been cured.

7. **Taxation**

- 7.1 All amounts payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Notes, the Receipts and the Coupons by the Issuer will 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, within or on behalf of the Kingdom of Norway or any political subdivision thereof 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 Holder of any Note, Receipt or Coupon of such amounts as would have been received by them had no such withholding or deduction been required.
- 7.2 The Issuer shall not be required to pay any additional amounts as referred to in Condition 7.1 in relation to any payment in respect of any Note, Receipt or Coupon:
- (i) to, or to a third party on behalf of, a Holder of a Note, Receipt or Coupon who is liable for such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the Kingdom of Norway other than the mere holding of such Note, Receipt or Coupon; or
 - (ii) presented for payment more than 30 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 the expiry of such period of 30 days.

Notwithstanding any other provisions contained herein, the Issuer shall be permitted to withhold or deduct any amounts required by the rules of Sections 1471 through 1474 of the U.S. Internal Revenue Code (or any amended or successor provisions), pursuant to any inter-governmental agreement or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA withholding**") as a result of a holder, beneficial owner or an intermediary that is not an agent of the Issuer not being entitled to receive payments free of FATCA withholding. The Issuer will have no obligation to pay additional amounts or otherwise indemnify an investor for any such FATCA withholding deducted or withheld by the Issuer, the paying agent or any other party.

- 7.3 For the purposes of these Terms and Conditions, the "**Relevant Date**" means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Issue and Paying Agent on or prior to such due date, it means the first date on which, the full amount of such moneys having been so received and being available for payment to Holders of Notes, Receipts and Coupons, notice to that effect shall have been duly given to the Holders of the Notes of the relevant Series in accordance with Condition 13 (*Notices*).
- 7.4 Unless the context otherwise requires, any reference in these Terms and Conditions to "**principal**" shall include any premium payable in respect of a Note, any Instalment

Amount or Redemption Amount and any other amounts in the nature of principal payable pursuant to these Terms and Conditions and "**interest**" shall include all amounts payable pursuant to Condition 4 (*Interest*) and any other amounts in the nature of interest payable pursuant to these Terms and Conditions.

8. **Payments**

8A *Payments*

8A.1 Payment of amounts (other than interest) due in respect of Bearer Notes will be made against presentation and (save in the case of a partial redemption which includes, in the case of an Instalment Note, payment of any instalment other than the final instalment) surrender of the relevant Bearer Notes at the specified office of any of the Paying Agents.

8A.2 Payment of amounts in respect of interest on Bearer Notes will be made:

- (i) in the case of a Temporary Global Note or Permanent Global Note, against presentation of the relevant Temporary Global Note or Permanent Global Note at the specified office of any of the Paying Agents outside (unless Condition 8A.3 applies) the United States and, in the case of a Temporary Global Note, upon due certification as required therein;
- (ii) in the case of Definitive Notes without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Definitive Notes at the specified office of any of the Paying Agents outside (unless Condition 8A.3 applies) the United States; and
- (iii) in the case of Definitive Notes delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons or, in the case of interest due otherwise than on a scheduled date for the payment of interest, against presentation of the relevant Definitive Notes, in either case at the specified office of any of the Paying Agents outside (unless Condition 8A.4 applies) the United States.

8A.3 Payments of amounts due in respect of interest on the Bearer Notes and exchanges of Talons for Coupon sheets in accordance with Condition 8A.6 will not be made at the specified office of any Paying Agent in the United States (as defined in the United States Internal Revenue Code and Regulations thereunder) unless (a) payment in full of amounts due in respect of interest on such Notes when due or, as the case may be, the exchange of Talons at all the specified offices of the Paying Agents outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions, and (b) such payment or exchange is permitted by applicable United States law. If parts (a) and (b) of the previous sentence apply, the Issuer shall forthwith appoint a further Paying Agent with a specified office in New York City.

8A.4 If the due date for payment of any amount due in respect of any Bearer Note is not a Relevant Financial Centre Day (as defined in Condition 8B.2) and (in the case of Definitive Notes only) a local banking day (as defined in Condition 8B.2), then the Holder thereof will not be entitled to payment thereof until the next day which is such a day (or as otherwise specified in the relevant Final Terms) and, thereafter will be entitled to receive payment on a Relevant Financial Centre Day and (in the case of Definitive Notes only) a local banking day and no further payment on account of interest or otherwise shall be due in respect of such delay or adjustment unless there is a subsequent failure to pay in accordance with these Terms and

Conditions in which event interest shall continue to accrue as provided in Condition 4C.4.

8A.5 Each Definitive Note initially delivered with Coupons attached thereto should be presented and, save in the case of partial payment which includes, in the case of an Instalment Note, payment of any instalment other than the final instalment, surrendered for final redemption together with all unmatured Coupons and Talons appertaining thereto, failing which:

- (i) in the case of Definitive Notes which bear interest at a fixed rate or rates, the amount of any missing unmatured Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing Coupon which the redemption amount paid bears to the total redemption amount due) (excluding, for this purpose, Talons) will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time within ten years of the Relevant Date applicable to payment of such final redemption amount;
- (ii) in the case of Definitive Notes which bear interest at, or at a margin above or below, a floating rate, all unmatured Coupons (excluding, for this purpose, but without prejudice to paragraph (iii) below, Talons) relating to such Definitive Notes (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them; and
- (iii) in the case of Definitive Notes initially delivered with Talons attached thereto, all unmatured Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them.

The provisions of paragraph (i) of this Condition 8A.5 notwithstanding, if any Definitive Notes which bear interest at a fixed rate or rates should be issued with a maturity date and a fixed rate or fixed rates such that, on the presentation for payment of any such Definitive Note without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (i) to be deducted would be greater than the amount otherwise due for payment, then, upon the due date for redemption of any such Definitive Note, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (i) in respect of such Coupons as have not so become void, the amount required by paragraph (i) to be deducted would not be greater than the amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Definitive Note to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

8A.6 In relation to Definitive Notes initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside (unless Condition 8A.3 applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 9 (*Prescription*) below. Each Talon shall, for the purpose of these Terms and Conditions, be deemed to mature on the due date for the payment of interest on which the final Coupon comprised in the relative Coupon sheet matures.

8A.7 For the purposes of these Terms and Conditions, the "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

8B **Payments — General Provisions**

8B.1 Payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of Notes will be made in the currency in which such amount is due by (a) cheque or (b) at the option of the payee, transfer to an account denominated in the relevant currency specified by the payee. Payments will, without prejudice to the provisions of Condition 7 (*Taxation*), be subject in all cases to any applicable fiscal or other laws and regulations.

8B.2 For the purposes of these Terms and Conditions:

- (i) "**Business Day**" means a day:
 - in relation to Notes denominated or payable in euro which is a TARGET Business Day; and
 - in relation to Notes payable in any other currency, on which commercial banks are open for business and foreign exchange markets settle payments in the Relevant Financial Centre in respect of the relevant currency; and, in either case,
 - on which commercial banks are open for business and foreign exchange markets settle payments in any place specified in the relevant Final Terms;
- (ii) "**local banking day**" means a day (other than a Saturday and Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place of presentation of the relevant Note or, as the case may be, Coupon;
- (iii) "**Relevant Financial Centre**" means such financial centre or centres as may be specified in relation to the relevant currency for the purposes of the definition of "**Business Day**" in the ISDA Definitions;
- (iv) "**Relevant Financial Centre Day**" means, in the case of any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments in the Relevant Financial Centre (which in the case of Australian dollars shall be Melbourne and which in the case of New Zealand dollars shall be Wellington) and in any other place specified in the relevant Final Terms and in the case of payment in euro, a day which is a TARGET Business Day;
- (v) "**TARGET Business Day**" means any day on which the TARGET2 System, or any successor thereto, is open for the settlement of payments in euro; and
- (vi) "**TARGET2 System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) payment system which utilises a single shared platform and which was launched on 19 November 2007.

9. **Prescription**

9.1 Claims against the Issuer for payment of principal and interest in respect of Notes will be prescribed and become void unless made, in the case of principal, within ten years or, in the case of interest, five years after the Relevant Date for payment thereof.

9.2 In relation to Definitive Notes initially delivered with Talons attached thereto, there shall not be included in any Coupon sheet issued upon exchange of a Talon any Coupon which would be void upon issue pursuant to Condition 8A.5 or the due date for the payment of which would fall after the due date for the redemption of the relevant Note or which would be void pursuant to this Condition 9 (*Prescription*) or any Talon the maturity date of which would fall after the due date for redemption of the relevant Note.

10. **The Paying Agents and the Determination Agent**

10.1 The initial Paying Agents and their respective initial specified offices are specified below. The Determination Agent in respect of any Notes shall be specified in the Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Issue and Paying Agent) or the Determination Agent and to appoint additional or other Paying Agents or another Determination Agent **provided that** it will at all times maintain (i) an Issue and Paying Agent, (ii) a Paying Agent (which may be the an Issue and Paying Agent) with a specified office in a continental European city, (iii) so long as the Notes are listed on any listing authority, stock exchange and/or quotation system, a Paying Agent (which may be the Issue and Paying Agent) with a specified office in such place as may be required by the rules of such listing authority, stock exchange and/or quotation system, (iv) in the circumstances described in Condition 8A.3, a Paying Agent with a specified office in New York City, and (v) a Determination Agent where required by the Terms and Conditions applicable to any Notes (in the case of (i), (ii) and (v) with a specified office located in such place (if any) as may be required by the Terms and Conditions). The Paying Agents and the Determination Agent reserve the right at any time to change their respective offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of the Paying Agents or the Determination Agent will be given promptly by the Issuer to the Holders of the Notes in accordance with Condition 13 (*Notices*).

10.2 The Paying Agents and the Determination Agent act solely as agents of the Issuer and, save as provided in the Issue and Paying Agency Agreement or any other agreement entered into with respect to its appointment, do not assume any obligations towards or relationship of agency or trust for any Holder of any Note or Coupon and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Issue and Paying Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.

11. **Replacement of Notes**

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Issue and Paying Agent or such Paying Agent or Paying Agents as may be specified for such purpose in the relevant Final Terms (in the case of Notes and Coupons), subject to all applicable laws and the requirements of any listing authority, stock exchange and/or quotation system on which the relevant Notes are listed and/or quoted, upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer and the Issue and Paying Agent or the relevant Paying Agent may require. Mutilated or defaced Notes and Coupons must be surrendered before replacements will be delivered therefor.

12. Meetings of Noteholders; Modification and Waiver

- 12.1 The Issue and Paying Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Terms and Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution (as defined in the Issue and Paying Agency Agreement). Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Voters (as defined in the Issue and Paying Agency Agreement) being or representing Noteholders whatever the principal amount of the Notes held or represented; **provided, however, that** Reserved Matters (as defined in the Issue and Paying Agency Agreement) may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Holders of Notes and/or Coupons, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders 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 Noteholders.

- 12.2 The Notes, these Terms and Conditions and the Deed of Covenant may be amended without the consent of the Holders of Notes and/or Coupons to correct a manifest error. In addition, the parties to the Issue and Paying Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

13. Notices

Notices to Holders of Notes will be deemed to be validly given if published in an English language daily newspaper in London (which is expected to be the *Financial Times*) or on the website of the Irish Stock Exchange if the Notes are listed on the Irish Stock Exchange (and, so long as such Notes are listed on the Irish Stock Exchange and the rules of that exchange so require), in a leading newspaper having general circulation in Ireland or, in either case if such publication is not practicable, if published in a leading English language daily newspaper having general circulation in Europe or, in the case of a Temporary Global Note or Permanent Global Note, if delivered to Euroclear and Clearstream, Luxembourg and any other relevant clearing system for communication by them to the persons shown in their respective records as having interests therein **provided that**, in the case of Notes admitted to listing on any listing authority, stock exchange and/or quotation system, the requirements of such listing authority, stock exchange and/or quotation system, have been complied with. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the first date on which publication is made) or, as the case may be, on the fourth day after the date of such delivery to Euroclear and Clearstream, Luxembourg and any other relevant clearing system. Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Notes in accordance with this Condition 13.

14. **Further Issues**

The Issuer may, from time to time without the consent of the Holders of any Notes or Coupons create and issue further instruments, bonds or debentures having the same terms and conditions as such Notes in all respects (or in all respects except for the first payment of interest, if any, on them and/or the denomination thereof) so as to form a single series with the Notes of any particular Series.

15. **Currency Indemnity**

The currency in which the Notes are denominated or, if different, payable, as specified in the relevant Final Terms (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 of a Note or Coupon 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 in 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 in the Contractual Currency expressed to be due to any Holder of a Note or Coupon 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 of a Note or Coupon 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 aforesaid shall be deemed to constitute a loss suffered by the relevant Holder of a Note or Coupon and no proof or evidence of any actual loss will be required by the Issuer.

16. **Waiver and Remedies**

No failure to exercise, and no delay in exercising, on the part of the Holder of any Note, any right hereunder 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.

17. **Law and Jurisdiction**

17.1 The status of the Subordinated Notes is governed by Norwegian law. Save as aforesaid, the terms and conditions of the Notes, the Issue and Paying Agency Agreement, the Deed of Covenant and all non-contractual obligations arising out of or in connection with the terms and conditions of the Notes, the Issue and Paying Agency Agreement and the Deed of Covenant are governed by, and shall be construed in accordance with, English law.

17.2 The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising from or in connection with the Notes including a dispute regarding the existence, validity or termination of the Notes or any non-contractual obligation arising out of or in connection with the Notes or the consequences of their nullity.

17.3 The Issuer irrevocably waives any objection which they might now or hereafter have to the courts of England being nominated as the forum to hear and determine any proceedings

and to settle any Disputes and agrees not to claim that any such court is not a convenient or appropriate forum.

17.4 Without prejudice to any other mode of service allowed under any relevant law, the Issuer (a) appoints Banco Santander, S.A., London branch at 2 Triton Square, Regent's Place, London, NW1 3AN as its agent for service of process in relation to any proceedings or, if different, at any other address of the Issuer in Great Britain at which service of process may from time to time be served on it and (b) agree that failure by an agent for service of process to notify the Issuer of the process will not invalidate the proceedings concerned. If the appointment of the person mentioned in this Condition 17.4 ceases to be effective, the Issuer shall forthwith appoint a further person in England to accept service of process on its behalf in England and notify the name and address of such person to the Issuer and Paying Agent and, failing such appointment within fifteen days, any Holder of Notes shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the specified office of the Issuer and Paying Agent. Nothing contained herein shall affect the right of any Holder of Notes to serve process in any other manner permitted by law. This Condition 17.4 applies to proceedings in England and to proceedings elsewhere.

17.5 The submission to the exclusive jurisdiction of the courts of England is for the benefit of the Holders of the Notes only and therefore shall not (and shall not be construed so as to) limit the right of the Holders of the Notes or any of them to take proceedings in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

18. **Rights of Third Parties**

No person shall have any right to enforce any term or condition of any Series of Notes under the Contracts (Rights of Third Parties) Act 1999.

FORM OF FINAL TERMS

Set out below is the form of Final Terms in respect of each Tranche of Notes, duly completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

Final Terms dated [•]

Santander Consumer Bank AS
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €2,500,000,000
Euro Medium Term Note Programme

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Notes are not intended, from 1 January 2018, to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[PART A — CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 26 June 2017 [and the supplemental Base Prospectus dated [insert date] which [together] constitute[s] a base prospectus for the purposes of the Directive 2003/71/EC and amendments thereto including Directive 2010/73/EU (the "**Prospectus Directive**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [and the supplemental Prospectus dated [insert date]]. [The Base Prospectus [and the supplemental Base Prospectus dated [insert date]] [is] [are] available for viewing at [address] [and] on www.ise.ie and copies may be obtained from [address].¹

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

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated [original date] [and the supplement(s) to it dated [insert date] which are incorporated by reference in the Base Prospectus dated 26 June 2017. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated 26 June 2017 [and the supplement(s) to it dated [insert date], which [together] constitute[s] a

¹ *In the case of Notes to be listed on a non-regulated market, references to the Prospectus Directive to be removed.*

base prospectus for the purposes of the Prospectus Directive (the "**Base Prospectus**"), save in respect of the Conditions which are extracted from the Base Prospectus dated [*original date*] [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus [and the supplement(s) dated [*insert date*]]. However, a summary of the issue of the Notes is annexed to these Final Terms. The Base Prospectus is available for viewing [at [*website*]] [and] during normal business hours at [*address*] [and copies may be obtained from [*address*]].]

[In accordance with the Prospectus Directive, no prospectus is required in connection with the issuance of the Notes described herein.]

[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 sub- paragraphs. [Italics denote guidance for completing the Final Terms.]]

1. (i) Series Number:
- [(ii)] Tranche Number:
- [(iii)] Date on which the Notes become fungible: [Not applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [*insert description of the Series*] on [*insert date*/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 18 below [which is expected to occur on or about [*insert date*]]].]

2. Specified Currency or Currencies:
3. Aggregate Principal Amount:
- [(i)] Series:
- [(ii)] Tranche:
4. Issue Price: per cent. of the Aggregate Principal Amount [plus accrued interest from [*insert date*] (if applicable)]
5. Specified Denominations:
6. [(i)] Issue Date:
- [(ii)] Interest Commencement Date: [*Specify*/Issue Date/Not applicable]]
7. Maturity Date: [*Specify date or (for Floating Rate — Notes) Interest Payment Date falling in the relevant month and year*]
8. Interest Basis: [per cent. Fixed Rate]]
[[LIBOR/EURIBOR +/- per cent. Floating Rate]
(further particulars specified at points 12 and 13 below)
9. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal

- amount.
10. Put/Call Options: [Investor Put]²
[Issuer Call]³
[(further particulars specified at points 14 and 15 below)][Not applicable]
11. [(i)] Status of the Notes: [Senior/Subordinated]
- [(iii)] [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

12. 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 [adjusted in accordance with [specify Business Day Convention/not adjusted].
- (iii) Fixed Coupon Amount[(s)]: [] per [] Principal Amount
- (iv) Day Count Fraction: [30/360]/[30E/360 (ISDA)]/[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/365(Fixed)]/[Actual/360]
- (v) Determination Dates: [] in each year (insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon).
(N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))
- (vi) Broken Amount(s): *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s)]*
13. Floating Rate Note Provisions: [Applicable/Not applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Interest Period(s): []
- (ii) Interest Payment Dates: []
- (iii) First Interest Payment [] Date:

² *Not applicable in the case of Subordinated Notes. When applicable Euroclear must be given a minimum of 5 business days' notice and Clearstream, Luxembourg must be given a minimum of 15 business days' notice of exercise of Investor put option.*

³ *Euroclear and Clearstream, Luxembourg must be given 5 business days' notice of Issuer call option.*

- (iv) Business Day Convention: [FRN Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ No adjustment]
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (vi) Party responsible for Interest and/or Interest Amount(s) (if not the[Agent]): [] calculating the Rate(s) of
- (vii) Screen Rate Determination
- Reference Rate: [] month [LIBOR][EURIBOR]
 - Interest Determination Date(s): []
 - Relevant Screen Page: []
- (viii) ISDA Determination:
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (ix) Margin(s): [+/-] [] per cent. per annum
- (x) Minimum Rate of Interest: [] per cent. per annum
- (xi) Maximum Rate of Interest: [] per cent. per annum
- (xii) Day Count Fraction: []

PROVISIONS RELATING TO REDEMPTION

14. Call Option: [Applicable/Not applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
(The clearing systems require a minimum of 5 business days' notice if such an option is to be exercised)
- (i) Optional Early Redemption [] Date(s):
- (ii) Optional Early Redemption Amount (Call) of each Note: [] per Note of [] specified denomination
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: []
 - (b) Maximum Redemption Amount: []
- (iv) Notice period: []

15. Put Option: [Applicable/Not applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (Euroclear require a minimum of 5 business days' notice and Clearstream, Luxembourg require a minimum of 15 business days' notice if such an option is to be exercised)*
- (i) Optional Early Redemption [] Date(s):
- (ii) Optional Early Redemption Amount (Put) of each Note: [] per Note of [] specified denomination
- (iii) Notice period: []
16. Maturity Redemption Amount of each Note: [[] per Note of [] specified denomination
17. Early Redemption Amount (Tax):
- Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default: []

GENERAL PROVISIONS APPLICABLE TO THE NOTES

18. Form of Notes: Bearer
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]*
- [Permanent Global Note exchangeable for Definitive Notes on in the limited circumstances specified in the Permanent Global Note]*
19. New Global Note: [Yes] [No]
20. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes] [No] []
21. Business Day: [Not applicable/[]] *[Specify any additional financial centres necessary for the purposes of Condition [8B.2] or any modification required.]*
22. Relevant Financial Centre: *[Specify any modification required.]*
23. Relevant Financial Centre Day: *[Specify any additional financial centres necessary for the purposes of Condition [8B.2], or [8A.4].]*
24. Details relating to Instalment Notes: [Applicable/Not applicable]
- (i) Instalment Amount(s): []
- (ii) Payment Date(s): []

(iii) Number of Instalments: []

DISTRIBUTION

25. [(i) If syndicated, names and addresses of Managers and underwriting commitments: [Not applicable/[]]
(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)
- (ii) Date of [Subscription Agreement] []
26. If non-syndicated, name and [] address of Dealer/Manager:
27. [Total commission and concession: [] per cent. of the Aggregate Nominal Amount]
28. US Selling Restrictions: [Reg. S Category 2; TEFRA C/TEFRA D]
29. Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]
(If the offer of the Notes is concluded prior to 1 January 2018, or on and after that date the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the offer of the Notes will be concluded on or after 1 January 2018 and the Notes may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified.)

THIRD PARTY INFORMATION

[*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.]

CONFIRMED

Issuer

SANTANDER CONSUMER BANK AS

By: _____
Authorised Signatory

Date

PART B — OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to listing on the Official List of the Irish Stock Exchange and to trading on its regulated market with effect from []

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)

[Not Applicable]

2. RATINGS

The Notes to be issued have been rated:

[Fitch: []]

[Moody's: []]

[[Other]: []]

[Option 1: Credit Rating Agency ("CRA") is (i) established in the EU and (ii) registered under the CRA Regulation: [Insert legal name of particular credit rating agency entity providing rating] *is established in the EU and registered under Regulation (EC) No 1060/2009, as amended (the "CRA Regulation").]*

[Option 2: Credit Rating Agency ("CRA") is not established in the EU nor registered under the CRA Regulation: [Insert legal name of particular credit rating agency entity providing rating] *is not established in the EU and is not registered under Regulation (EC) No 1060/2009, as amended (the "CRA Regulation").]*

[Option 3: CRA is not established in the EU but the relevant rating is endorsed by a CRA which is established in the EU and registered under the CRA Regulations: [Insert legal name of particular credit rating agency entity providing rating] *is not established in the EU but the rating it has given to the Instruments is endorsed by [insert legal name of credit rating agency], which is established in the EU and registered under Regulation (EC) No 1060/2009 (the "CRA Regulation").]*

[Option 4: CRA is not established in the EU and the relevant rating is not endorsed under the CRA Regulation, but the CRA is certified in accordance with the CRA Regulation: [Insert legal name of particular credit rating agency entity providing rating] *is not established in the EU but is certified under Regulation (EC) No 1060/2009 (the "CRA Regulation").]*

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

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

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

[Save as discussed in the section entitled "Subscription and Sale" of the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.]/[•]/[Not applicable]

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

(i) Estimated net proceeds:

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

(ii) Estimated total expenses:

(Include breakdown of expenses.)

5. **[[Fixed Rate Notes only YIELD**

Indication of yield:

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

6. **[Floating Rate Notes only — HISTORIC INTEREST RATES**

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

7. **OPERATIONAL INFORMATION**

ISIN:

Common Code:

Any Clearing System other than Euroclear and Clearstream, Luxembourg the relevant identification numbers: [Not applicable]

Names and addresses of additional Paying Agent(s) (if any):

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 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 ECB being specified that Eurosystem eligibility criteria have been met.]

[No. Whilst the designation is specified as "No" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the

Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

8. **USE OF PROCEEDS**

[The net proceeds of the issue of the Notes will be used for general corporate purposes of the Issuer Group (as such term is defined in the Base Prospectus) / *specify other*]

OVERVIEW OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

Each Global Note will be in bearer form. Consequently, in relation to any Tranche of Notes represented by a Global Note, references in the Terms and Conditions of the Notes to "Noteholder" are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary, in the case of a CGN, or a common safekeeper, in the case of an NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or, as the case may be, common safekeeper.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by the Global Note, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the bearer of the Global Note.

Exchange of Temporary Global Notes

Whenever any interest in a Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure:

- a) in the case of first exchange, the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated and, in the case of an NGN, effectuated, to the bearer of the Temporary Global Note; or
- b) in the case of any subsequent exchange, an increase in the principal amount of such Permanent Global Note in accordance with its terms,

in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Paying Agents against presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Paying Agents within seven days of the bearer requesting such exchange.

Whenever a Temporary 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 Talons attached (if so specified in the relevant Final Terms or Drawdown Prospectus), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Issue and Paying Agent within 30 days of the bearer requesting such exchange.

If:

- a) a Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of a Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or
- b) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Temporary Global Note has requested exchange of the Temporary Global Note for Definitive Notes; or
- c) a Temporary Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of a Temporary 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 to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note or increase the principal amount thereof or deliver Definitive Notes, as the case may be) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under a deed of covenant dated 26 June 2017 (the "**Deed of Covenant**") executed by the Issuer). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Exchange of Permanent Global Notes

Whenever a 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 Talons attached (if so specified in the relevant Final Terms or Drawdown Prospectus), in an aggregate principal amount equal to the principal amount of 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 Issue and Paying Agent within 30 days of the bearer requesting such exchange.

If:

- a) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Permanent Global Note has duly requested exchange of the Permanent Global Note for Definitive Notes; or
- b) a Permanent Global Note (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Notes 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 to the bearer of the Permanent Global Note in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant. Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Permanent Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Conditions applicable to Global Notes

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

Payments: All payments in respect of the Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that in respect of a CGN the payment is noted in a schedule thereto and in respect of an NGN the payment is entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg.

Exercise of put option: In order to exercise the option contained in Condition 5.6 (*Optional Early Redemption (Put)*) the bearer of the Permanent Global Note must, within the period specified in the

Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Issue and Paying 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 5.3 (*Optional Early Redemption (Call)*) in relation to only some of the Notes, the Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the 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 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 13 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a depository or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 13 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, except that, for so long as such Notes are listed on the Irish Stock Exchange and it is a requirement of applicable law or regulations, such notices shall be published in a leading newspaper having general circulation in London (which is expected to be the *Financial Times*) or published on the website of the Irish Stock Exchange, in a leading newspaper having general circulation in Ireland or, in either case if such publication is not practicable, if published in a leading English language daily newspaper having general circulation in Europe.

DESCRIPTION OF THE ISSUER

History and development

The Issuer's legal and commercial name is Santander Consumer Bank AS ("**SCB**").

The Issuer incorporates the three former companies Elcon Finans AS (org.nr. 930 242 101) ("**Elcon**"), Bankia Bank ASA (org. nr. 983 521 592) ("**Bankia**") and GE Money Bank AB (org. nr. 516401-9936) ("**GE Money Bank**"). The Parent Company acquired Elcon in 2004 which, at the time had both auto finance and a factoring and equipment leasing business. As part of the acquisition an agreement was signed with Société Générale to separate, through a demerger, of the factoring and equipment leasing business. The demerger was completed on 2 May 2005, with effect from 1 January 2005. The remaining business, auto finance, was continued in Elcon.

The Parent Company acquired Bankia in 2005. In the same year Bankia merged with Elcon, with Bankia Bank AS (previously named as Bankia) as the acquiring company.

Bankia was incorporated for an indefinite term on 6 June 2001 under the Norwegian Public Limited Liability Companies Act of 13 June 1997 no. 45 and licensed as a bank pursuant to the Norwegian Act on Commercial Banks of 24 May 1961 no. 2. It was registered with the Register of Business Enterprises (*Brønnøysundregistrene*) on 6 July 2001 with the organisation number set out above and began its operations on the same day as its incorporation. In 2005 the Issuer converted from a public limited liability company to a private limited liability company and changed its name from Bankia Bank ASA to Bankia Bank AS and later the same year to Santander Consumer Bank AS.

In June 2014, the Parent Company signed a definitive agreement with GE Money Nordic Holding AB to acquire GE Capital business in the Kingdom of Norway, Sweden and Denmark (GE Money Bank). GE Money Bank's main areas of business at that time were consumer loans, point of sale finance and credit cards offered across the Kingdom of Norway, Sweden, and Denmark. The acquisition took place in November 2014 after regulatory approval from the Swedish Financial Services Authority and Swedish Competition Authority. In board meetings conducted on 16 March 2015, the Boards of Directors of the Issuer and GE Money Bank (at that time renamed to Santander Consumer Bank AB) decided to propose for their respective general meetings that the two companies merge, with the Issuer as the surviving company. The proposed merger and merger plan was finally approved in the respective general meetings on 24 April 2015. Following approval by both the Swedish Financial Services Authority and the FSAN, the merger was completed on 1 July, 2015.

The inclusion of GE Money Bank provides further customer, product and geographical diversification across the Nordic countries.

The Issuer's activities are subject to the Norwegian legislative regime applicable to financial institutions in general and, in particular, the supervision, control and rules of the FSAN.

The Issuer is a commercial bank and a private limited liability company based in the Kingdom of Norway with its registered office at Strandveien 18, PB 177, 1325 Lysaker. The telephone number of its registered office is +47 21 08 30 00.

The Issuer is a wholly owned subsidiary of the Parent Company which is part of the Santander Group. As at 31 December 2015, the Parent Company had 100 per cent. direct and indirect ownership interest in the share capital of the Issuer.

Business overview

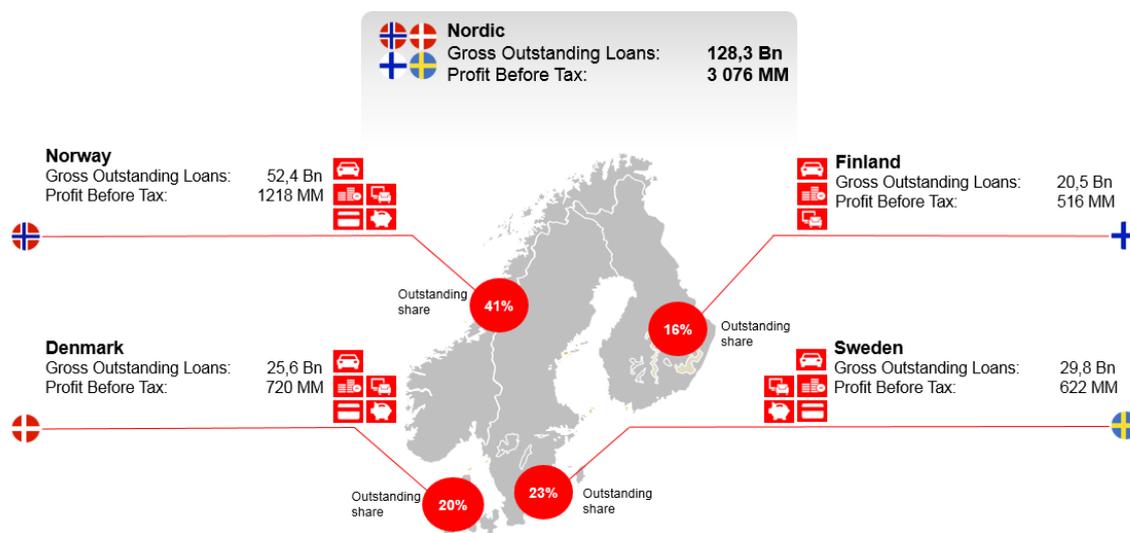
Principal activities of the Issuer

The Issuer's principal object, as set out in its articles, is to engage in all business and services which are normal or customary for banks to carry out including leasing, car financing, consumer loans, deposits and associated activities.

The Issuer's primary activity is related to automobile finance, credit card business, consumer loans and deposits. As at 31 December 2016, the Issuer has branches in both Denmark and Sweden as well as a wholly owned subsidiary in Finland (the "**Issuer Group**"). The Danish and Swedish branches of the Issuer each

offer the same variety of products as the Issuer. The Issuer's Finnish subsidiary offers car financing, consumer loans & sales finance, and does not offer deposits or credit cards at this time.

The following diagram illustrates the distribution of the Issuer's business activities within the Nordic region:



Sources: Santander Consumer Bank AS audited consolidated financial statements for the period ended 31 December 2016

The Issuer's strategy consists of establishing agreements with authorised agents (mainly dealers) in order to deliver finance for automobiles and other consumer goods. The Issuer also seeks to generate loyalty affiliations with final customers by directly offering them other products such as credit cards.

The main management focus during 2016 was centred on both organic and inorganic growth, operating profits, further development of deposit schemes in the Kingdom of Norway, Sweden and Denmark and diversification of the product range offered.

Total Loans of the Issuer

The volume of total gross loans to customers for the year ended 31 December 2016 was NOK 124,625 million, representing an increase of 7.2 per cent. compared to the same period for 2015.

The following table summarises loan balance as at 31 December 2016 by product line compared with the same period in the previous year:

	2016	Percentage of total activity	2015	Variation 2016/2015
	(NOK million)	(percentage)	(NOK million)	(percentage)
Total Gross Loans to Customers				
Auto	93,862	75.3 %	85,051*	10.4 %
Unsecured	24,476	19.6 %	23,460	4.3 %
Credit Card	6,286	5.0 %	7,786	-19.3 %
Total outstanding balance	124,625	100%	116,297	7.2 %

* Differences in the financial information included in this Base Prospectus against the Issuer 2015 Financial Statements are related to the non-material re-classifications performed in order to align presentation with the financial reporting of the Santander Group.

The automotive business of the Issuer Group comprises all of the business related to the financing of vehicles. As at 31 December 2016, the automotive business accounted for NOK 93,862 million representing 75.3 per cent. of the total outstanding balance and an increase of 10.4 per cent. over the same period in 2015.

The Issuer Group's unsecured business consists of unsecured personal loans made to customers. As at 31 December 2016, the unsecured business accounted for NOK 24,476 million representing 19.6 per cent. of the total outstanding balance and an increase of 4.3 per cent. over the same period in 2015. The Issuer's

credit card business accounted for NOK 6,286 million as at 31 December 2016, representing 5.0 per cent. of the total outstanding balance and a decrease of 19.3 per cent. compared to the same period.

Main markets in which the Issuer competes

In 2016, the Issuer carried out its consumer financing business in the Kingdom of Norway, Sweden, Finland and Denmark.

The Kingdom of Norway

In the Kingdom of Norway, the Issuer operates auto loan, consumer loan, credit card financing and deposits.

In the Kingdom of Norway, the Issuer generated NOK 1,218 million in profit before tax for the year ended 31 December 2016, with gross outstanding loans of NOK 52.4 billion in the same period.

Sweden

In Sweden, the Issuer operates auto loans, consumer loans, credit cards and deposits.

In Sweden, the Issuer generated NOK 622 million in profit before tax for the year ended 31 December 2016, with gross outstanding loans of NOK 29.8 billion in the same period.

Denmark

In Denmark, the Issuer operates auto loans, consumer loans, credit cards and deposits.

In Denmark, the Issuer generated NOK 720 million in profit before tax for the year ended 31 December 2016, with gross outstanding loans of NOK 25.6 billion in the same period.

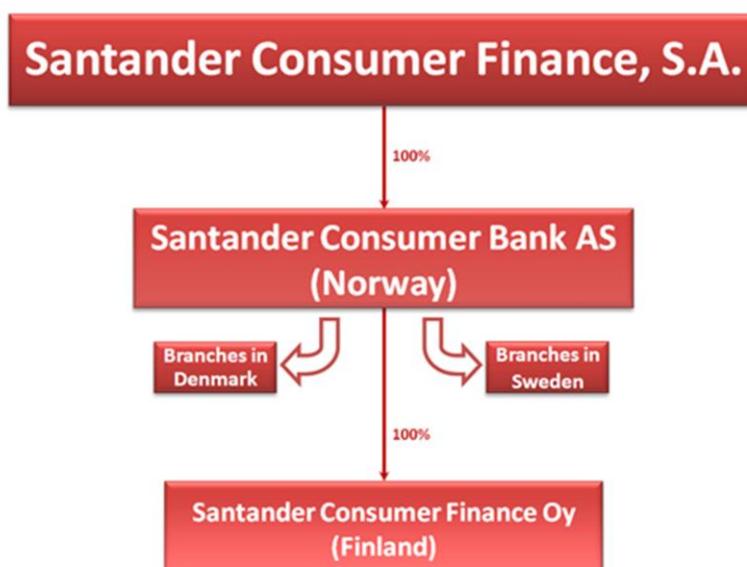
Finland

In Finland, the Issuer operates auto loans, consumer loans and sales finance.

In Finland, the Issuer generated NOK 516 million in profit before tax for the year ended 31 December 2016 with gross outstanding loans of NOK 20.5 billion in the same period.

Organisational Structure

The diagram below summarises the organisational structure of the Issuer Group as at 31 December 2016.



Funding

The main funding pillars of the Issuer are the issuance of asset backed securities, senior unsecured bonds, deposits and parent company funding. The Issuer has during the last years, taken significant steps to diversify its funding sources, and has further developed its deposits and senior unsecured funding capabilities.

The issuance of asset backed securities is an important funding source and the Issuer's Norwegian branch has successfully completed seven auto loan securitisation transactions since 2011. Furthermore, two securitisation transactions have been completed by the Issuer's Swedish branch and five securitisation transactions by the Issuer's Finnish subsidiary. The Issuer's Danish branch has also completed one securitisation transaction.

The Issuer Group is well established in the Norwegian, Swedish and Euro denominated senior unsecured bond market. Since 2013, customer deposits have been a focus area of the Issuer Group and have over the last couple of years become an important funding source for the bank.

The funding initiatives outlined above are part of the Issuer Group's strategy of accessing alternative funding sources in order to secure long term funding at attractive levels and become less dependent on funding from the Parent Company and companies within the Santander Group. The Issuer Group had a self-funding ratio of 70.5 per cent. as at 31 December 2016.

Management of the Issuer

The Issuer's Board of Directors, in accordance with its articles of association, is comprised of no less than three and no more than eight members appointed by the Issuer's General Meeting of shareholders (*generalforsamling*) for a term of two years and re-elected as applicable for a further term of two years.

At the date of this Base Prospectus, the Board of Directors of the Issuer is comprised of nine members, as set out in the table below:

Board of Directors of Santander Consumer Bank AS		Appointment date	Other principal positions held outside of the Issuer
Chairman of the Board	Erik Kongelf	May 2012	-
Deputy Chairman of the Board	Bruno Montalvo Wilmot	July 2012	-
Member of the Board	Manuel Menéndez Barrero	January 2015	-
Member of the Board	Henning Strøm	November 2012	- Chairman of Norbest AS
Member of the Board	Niels Aall	July 2015	Chairman of GE Healthcare AS and GE Energy AS
Member of the Board	Francisco Javier Anton San Pablo	November 2011	-
Member of the Board	Sigrid Dale	February 2016	-
Deputy member of the Board	Bent Ole Petersen	October 2015	-
Deputy member of the Board	Jyri Vilamo	February 2017	-
Observer of the Board	Ole Tillberg	February 2016	-
Chairman of the Board	Erik Kongelf	May 2012	-
Deputy Chairman of the Board	Bruno Montalvo Wilmot	July 2012	-

The address of the Issuer's management is Strandveien 18, PB 177, 1325 Lysaker.

The Board of Directors has extensive powers to manage, administer and govern all matters related to the Issuer's business, subject only to any powers exercisable solely by the General Meeting of shareholders (*generalforsamling*).

The Board of Directors meets at least once every two months and may meet more frequently in certain circumstances.

All Directors are appointed by the Issuer's General Meeting of shareholders - (*generalforsamling*)

Mr. Christoph Reuter was appointed as Chief Controlling Officer by the Managing Director of the Issuer with effect from 20 August 2012. Mr. Reuter has full responsibility for the financial control function, overseeing all activities related to financial reporting, forecasting and budgeting, management information systems, internal control and external audit as well as being a member of the Issuer's Nordic senior management team. The local finance managers in the respective countries are responsible for reporting to Mr. Reuter. Mr. Reuter's appointment as head of Control and Accounting was made with reference to his knowledge and experience in finance. Mr. Reuter is not a member of the Board of Directors.

Mr. Andres Diez was appointed by the Managing Director of the Issuer as Chief Risk Officer ("**CRO**") with effect from 1 January 2017. The primary role and responsibility of Mr. Diez is to secure and control an adequate risk appetite, tuned to the overall strategy of the Issuer, considering market dynamics and business opportunities. Mr. Diez is leading the overall risk function of the Issuer's Nordic branches, which consist of standardised (flow/small ticket) and non-standardised (big ticket) risk, risk controlling, risk analytics and collection/recoveries. He is also a member of the Issuer's Nordic senior management team. Mr. Diez's appointment as CRO was made with reference to his knowledge and experience in risk management. Mr. Diez is not a member of the Board of Directors.

There are no conflicts of interest between the duties to the Issuer of the persons listed above and their private interests or other duties.

Administrative, management and supervisory Bodies

Audit Committee

The Issuer has a separate Audit Committee which meets at least every three months. The Audit Committee is a subcommittee of the Board of Directors and its members, including its chairman, are elected by the Board of Directors from the existing members of the Board of Directors. The Audit Committee consists of four members and an alternate member who are appointed for a period of two years.

The Audit Committee assists the Board of Directors in relation to its administrative and supervisory tasks, control, financial management and reporting duties and follow-up of the external audit of the Issuer. The responsibilities of the Audit Committee include a review of the Issuer's internal controls and risk management, monitoring of external auditors and the audit process, as well as review of the Issuer's procedures to ensure compliance with laws and regulations that affect financial reporting. The members of the Audit Committee are set out below:

- Henning Strøm (Chairman)
- Erik Kongelf
- Niels Aall

Risk Committee

The Issuer also has a separate Risk Committee consisting of three members with knowledge, skills and expertise to understand and monitor the risk strategy and the risk appetite of the Issuer. The objective of the Risk Committee is to advise the Issuer's Board of Directors with the overall current and future risk appetite and strategy, and assist them in overseeing of the implementation of the Issuer's risk strategy.

The members of the Risk Committee are set out below:

- Niels Aall (Chairman)
- Erik Kongelf
- Manuel Menendez

Control functions and "three-line-of-defence" approach

To ensure a sound risk management approach and effective internal control, the Issuer is organised in the so called 'three-lines-of-defence' model. The model creates a clear and transparent division of roles and responsibilities to ensure sound internal control throughout the Issuer. The roles and responsibilities in the Issuer's three lines of defence model are organised as follows:

	<u>1st line of defence</u>	<u>2nd line of defence</u>	<u>3rd line of defence</u>
Function	Business	Risk control and Compliance	Internal Audit
Role	Act risk owner and ensure sound internal control through documented control activities.	Risk control: Ensure sound risk management and internal control in business, on behalf of the CEO. Compliance: Ensure regulatory compliance in business, on behalf of the CEO.	Ensure internal control and regulatory compliance in entire Bank, on behalf of the Board.
Responsibilities	<ul style="list-style-type: none"> • Manage business so that all risks are identified, managed and controlled • Ensure that internal control is developed and maintained in areas of responsibility (e.g. Implement controls to detect non-compliance) • Take ownership and actions on deficiencies identified 	Risk control: <ul style="list-style-type: none"> • Ensure risk level is in line with risk appetite • Monitor and control risk framework Compliance: <ul style="list-style-type: none"> • Ensure compliance with internal/external regulations • Monitor and control Compliance risk framework Both: <ul style="list-style-type: none"> • Risk assessments • Risk reporting with deficiencies and recommendations • Challenge the work and reporting in the first line of 	<ul style="list-style-type: none"> • Audit and evaluate organisational and process effectiveness • Ensure business is in accordance with applicable internal and external regulations • Report deviations to Board on regular basis

1st line of defence

2nd line of defence

3rd line of defence

defence and the risk management work (setting risk appetite etc.) of the SMT and Board

Capital structure

At 31 December 2016, the Issuer's share capital consisted of NOK 9,652,418,420 fully subscribed and paid shares of NOK 10 par value each which, as at 31 December 2016, is 100 per cent. owned by the Parent Company.

Conflicts of interest

There exist no conflicts of interest between the administrative, management and supervisory bodies of the Issuer and there exist no potential conflicts of interest between any duties to the issuing entity of any members of such administrative, management or supervisory bodies and their private interests and/or other duties.

Corporate governance

Pursuant to Section 1-1 of the Issuer's articles of association, the Issuer's corporate purpose is to engage in all business and services which are normal or customary for banks to carry out including leasing, factoring, car financing and associated activities.

The Issuer has adopted corporate governance policies which comply with Norwegian banking and financial institutions legislation.

Financial information concerning the Issuer's assets and liabilities, financial position and profits and losses

The Issuer prepares audited consolidated and non-consolidated annual reports and has prepared audited annual reports for the years ended 31 December 2016 and 31 December 2015. The audited consolidated annual reports of the Issuer for the years ended 31 December 2016 and 31 December 2015 are incorporated by reference in this Base Prospectus.

The audited consolidated annual reports of the Issuer for the 2016 and 2015 financial years were audited by the external audit firm PricewaterhouseCoopers AS of Dronning Eufemias gate 8, NO-0191 Oslo, the Kingdom of Norway for the financial year 2016 (who have been appointed and are the current auditors of the Issuer), and Deloitte AS of Dronning Eufemias gate 14, NO-0191 Oslo, the Kingdom of Norway for the financial year 2015. Both PricewaterhouseCoopers AS and Deloitte AS are members of The Norwegian Institute of Public Accountants (*Den norske Revisorforening*). PricewaterhouseCoopers AS's organisation number is 987009713, and Deloitte AS is registered with the FSAN under number 980211282.

The Issuer also prepares consolidated and non-consolidated interim financial reports.

No other information other than the 2016 consolidated financial statements or 2015 consolidated financial statements relating to the Issuer in this Base Prospectus has been audited by PricewaterhouseCoopers AS or Deloitte AS respectively.

The date of the most recent audited financial information of the Issuer is 31 December 2016. PricewaterhouseCoopers AS has been appointed and are the current auditors of the Issuer.

Litigation

There are not any and have been no governmental, legal or arbitrational proceedings (including any such

proceedings which are pending or threatened of which the Issuer is aware) during the previous 12 months which may have, or have had in the recent past, significant effects on the Issuer and/or the Issuer Group's financial position or profitability.

Credit rating

The Issuer is currently rated A3 outlook stable by Moody's and A- outlook stable by Fitch.

Selected financial information relating to the Issuer

The following tables set out in summary form balance sheet and income statement key information relating to the Issuer. Such information is derived from the audited consolidated financial statements of the Issuer for the years ended 31 December 2016 (the "**Issuer 2016 Financial Statements**") and 31 December 2015 (the "**Issuer 2015 Financial Statements**") respectively. The Issuer's financial statements referred to in this Base Prospectus have been prepared in accordance with International Financial Reporting Standards as adopted by the European Union ("**IFRS**") and the accounting regulations issued by the FSAN. Such financial statements, together with (in the case of the Issuer 2016 Financial Statements and the Issuer 2015 Financial Statements) the reports of PricewaterhouseCoopers AS and Deloitte AS, and in each case the accompanying notes, are incorporated by reference in this Base Prospectus. The financial information presented below should be read in conjunction with such financial statements, reports and the notes thereto, as applicable. The figures below are consolidated figures for the Issuer and its Finnish subsidiary. The consolidated figures below include amounts that are only relevant on a group level.

	As at and for the year ending:		
	31 December 2016	31 December 2015	Variation (%)
	<i>(NOK million)</i>		
Income Statements			
Profit before tax.....	3,076	1,942	58.4%
Profit after tax.....	2,311	1,507	53.4%
	31 December 2016	31 December 2015	Variation (%)
	<i>(NOK million)</i>		
Balance sheet			
Total assets.....	142,729	135,874*	5.0%
Total gross loans to customers.....	124,625	116,297*	7.2%
Total equity	16,993	15,251	11.4%

* Differences in the financial information included in this Base Prospectus against the Issuer 2015 Financial Statements are related to the non-material re-classifications performed in order to align presentation with the financial reporting of the Santander Group.

Trend information

There has been no material, adverse change in the prospects of the Issuer since 31 December 2016, the date of its latest audited consolidated financial statements.

SUPERVISION AND REGULATION

Overview

The most relevant Norwegian legislation applicable to Norwegian commercial banks incorporated as a private limited liability company, such as the Issuer, is:

- the Norwegian Private Limited Liability Companies Act of 13 June 1997 no. 44;
- the Norwegian Financial Undertakings Act of 10 April 2015 no. 17 (the "**Financial Undertakings Act**") and the Regulations of 9 December 2016 no. 1502 on Financial Undertakings and Financial Groups, containing prudential rules for banks and other financial institutions with respect to *inter alia* licensing and organisational requirements, conduct of business, capital requirements, as well as guarantee schemes and public administration of institutions that experience financial difficulties
- the Regulations of 14 December 2006 no. 1506 on capital requirements for financial undertakings and the Regulations of 1 June 1990 no. 435 on calculation of subordinated capital for financial undertakings; and
- the Norwegian Financial Supervision Act of 7 December 1956 no. 1, which regulates supervision by the FSAN of, among other things, financial undertakings such as banks.

Supervisory and Other Regulatory Authorities

Several governmental bodies are responsible for administering legislation governing financial institutions in the Kingdom of Norway.

The Ministry of Finance

The Ministry of Finance (or pursuant to delegation, the FSAN) grants all licenses to engage in banking activities. The Ministry of Finance also issues regulations pursuant to the powers given to it under the Financial Undertakings Act on many important issues relating to financial undertakings, including capital adequacy ratios. The Ministry of Finance may revoke any license to engage in banking activities for violations of applicable laws and regulations.

Finanstilsynet (The Financial Supervisory Authority of the Kingdom of Norway, or FSAN)

The FSAN is an independent governmental entity which objective is to ensure that financial undertakings and financial markets in the Kingdom of Norway function safely and efficiently. It acts as licencing authority, carries out supervision of and establishes general rules and guidelines for participants in the financial services industry in the Kingdom of Norway. The Ministry of Finance oversees the activities of the FSAN and administrative decisions made by the FSAN may be appealed to the Ministry of Finance.

Norges Bank

Norges Bank's, or the Central Bank of the Kingdom of Norway's, primary objective is to promote economic stability in the Kingdom of Norway. It has executive and advisory responsibilities in the area of monetary policy and is responsible for promoting robust and efficient payment systems and financial markets. Norges Bank manages the Kingdom of Norway's foreign exchange reserves and the Government

Pension Fund Global. Norges Bank's activities are regulated by the Norwegian Central Bank Act of 24 May 1985 no. 28, which authorises it to implement measures customarily or ordinarily taken by a central bank.

Regulatory Framework in the Kingdom of Norway

Overview

The Issuer is subject to the supervision of the FSAN. The FSAN is responsible for preparing and/or issuing regulations pertaining to Norwegian financial undertakings, and supervises the operations of Norwegian financial undertakings with regard to, among other things, capital requirements, accounting standards, risk management and compliance. The FSAN has a range of tools to facilitate its supervision, such as the right to carry out site visits, and to interview the employees of an institution under its supervision and inspect the books and records of such institution. In the event that the FSAN considers the operations of an institution to be unsound or that the institution is in breach of applicable laws or regulations within the FSAN's jurisdiction, it may impose administrative sanctions on that institution or, in more grave circumstances, revoke the institution's operating license.

The Kingdom of Norway is not a member of the EU, but as a member of the European Economic Area (the "EEA"), it has, through the EEA Agreement, implemented many of the EEA relevant EU directives and regulations relating to financial services in its national legislation. In order for an EU directive or regulation to be applicable in the Kingdom of Norway, it first has to be incorporated into the EEA Agreement to which the Kingdom of Norway is bound. Once the relevant piece of legislation has been incorporated into the EEA Agreement, it must be transposed into national law before taking effect in the Kingdom of Norway.

Most of EU's new financial legislation is built around a common European supervisory structure whereby the European Supervisory Authorities (ESAs) are given power to regulate market participants in member states directly. The ESAs' powers to regulate entities directly created constitutional issues in the Kingdom of Norway which in turn delayed implementation of this legislation into national law. Following lengthy negotiations between the EU and EFTA countries, a principal solution to this problem was reached in October 2014. In short, the solution entails that the EFTA Surveillance Agency (also called "ESA") will be empowered to regulate Norwegian financial undertakings directly. However, EFTA's ESA will base its decisions on guidance from the EU ESAs, and the EU ESAs will be entitled to give recommendations directly to Norwegian financial undertakings. On 13 June 2016, the Norwegian Parliament approved a proposal to include the relevant EU financial legislative acts into the EEA Agreement with the required 3/4 majority vote. Following similar processes in other EFTA countries, the EEA Joint Committee gave its final approval on 30 September 2016. Following implementation in the EEA Agreement, a substantial part of EU's new financial legislation has been adopted into Norwegian law; however, some legislative acts are still undergoing review by Norwegian authorities and remain subject to the Norwegian parliament's approval.

Authorisations

Pursuant to the Financial Undertakings Act, any institution whose business is to receive deposits or other repayable funds from the public and to grant credits or provide guarantees for its own account, must obtain a banking licence. The Issuer was licensed to operate as a commercial bank in the Kingdom of Norway on 1 January 2006.

Regulation of Banking Activities

The Financial Undertakings Act contains rules on incorporation, articles of association and minimum share capital, governing bodies, business of conduct and dissolution/liquidation of banks. The Financial Undertakings Act also stipulates rules relating to deposits and the maximum amount of total assets which may consist of real estate (including shares in companies which are established to own or develop real estate) and the maximum amount of total assets which may consist of other shares and equity interests.

A commercial bank may only engage in activities customary or natural for banks. Accordingly, a bank may not undertake, or act as a primary participant or primary co-owner in the operation of trading, industry, shipping, insurance or other commercial activities, unless such activity is customary or natural for banks. This does not prevent a bank from temporarily operating or participating in the operation of such business to the extent necessary for the bank to recover a claim.

As a commercial bank, the Issuer is subject to a number of other specific rules under the Financial Undertakings Act. According to these rules, the articles of association of the Issuer must be approved by the FSAN unless exempted by regulation. The same applies to any subsequent amendments to the articles of association. Resolutions regarding a decrease of share capital are only valid following approval by the FSAN, and the consent of the FSAN is required to take up subordinated loans.

Capital Requirements

Norwegian banks are subject to ongoing capital adequacy requirements, which implement EU Directives and Regulations based on the Basel III regime. In line with the recommendations of the Basel Committee on Banking Supervision (the "**Basel Committee**"), the regulatory approach in the Financial Undertakings Act is divided into three pillars;

- Pillar I – Minimum Capital Requirement: banks shall at all times satisfy capital adequacy requirements reflecting credit risk, operational risk and market risk. The current requirement is that equity shall constitute at least 8 per cent of risk-weighted assets. Equity can be in the form of core and supplementary capital. Core capital will typically consist of equity capital, while supplementary capital can be subordinated loan capital. The capital requirements must be complied with at all times. Banks are obligated to document their compliance with these requirements by reporting to the FSAN on quarterly basis;
- Pillar 2 - Assessment of overall capital needs and individual supervisory review: banks must have a process for assessing their overall capital adequacy in relation to their risk profile and strategy for maintaining their capital levels. The FSAN shall review and evaluate such internal capital adequacy assessments and strategies and may take supervisory action if it is not satisfied with the result of such an evaluation process; and
- Pillar 3 - Disclosure of information: banks are required to disclose relevant information on their activities, risk profile and capital situation.

Due to the recent period of financial and economic stress in the financial markets, a number of initiatives have been taken both globally (the Basel Committee and "**G20**") and regionally (EU/EEA) to raise the level and quality of banks' regulatory capital.

In December 2009, the Basel Committee proposed a number of fundamental reforms to the regulatory capital framework. In December 2010, January 2011 and July 2011, the Basel Committee issued its final guidance on proposed changes to the capital requirements ("**Basel III**"). The Basel III reforms include a substantial strengthening of existing capital rules, including by raising the minimum common equity requirement and the total Tier I capital requirement. Banks will be required to maintain, in the form of common equity, a capital conservation buffer. Banks will also be required to build up a countercyclical capital buffer, also consisting of common equity, during periods of excessive credit growth. In addition, a leverage ratio will be introduced, together with a liquidity coverage ratio and net stable funding ratio. The Basel III reforms will also require Tier I and Tier 2 capital instruments to be more loss-absorbing. In the EEA, the Basel III reforms have been implemented by way of Directive no. 36/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms ("**CRD**") and Regulation no. 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms ("**CRR**") (together known as the "**CRD IV package**"), which replace the Directives 2006/48/EC and 2006/49/EC and which *inter alia* include the following:

- an EU/EEA-wide harmonisation of the definition and availability of hybrid capital for banks;
- a binding obligation on banks to have sound remuneration policies;
- a requirement that extra capital must be held if supervisors are concerned about the adequacy of a bank's risk management;
- increased capital requirements for complex resecuritisation transactions;
- non-risk-sensitive measures complementing the Basel II capital requirements; and
- a requirement for banks to build up extra capital buffers in economic upturns, which they can draw on in a downturn ("**dynamic provisioning**").

EU directives and regulations do not have direct effect in the Kingdom of Norway. Neither the CRD nor the CRR have formally been included into the EEA agreement to which the Kingdom of Norway is a party, and the CRD IV package has therefore not been implemented into Norwegian law as such. However, all central provisions contained therein have been, or will be, implemented in the Kingdom of Norway through various implementation acts.

On 1 July 2013 the Norwegian Parliament passed an act which implemented the CRD capital adequacy rules. The minimum capital adequacy requirement of 8 per cent. shall consist of at least 4.5 per cent. common equity Tier 1 capital and the remaining 3.5 per cent. may consist of other eligible capital instruments. In addition, Norwegian banks need to hold a capital conservation buffer of 2.5 per cent. common equity Tier 1 and a systemic risk buffer of 3 per cent. common equity Tier 1. Systemic important financial institutions should hold an additional 1 per cent. buffer of common equity Tier 1 from 1 July 2015 increasing to 2 per cent. from 1 July 2016. The Issuer is currently not considered as a systemic important financial institution in the Kingdom of Norway. In addition, there is a counter cyclical buffer ranging between 0 and 2.5 per cent., which is currently set at 1.5 per cent. In total, the Issuer is required to hold 11.5 per cent. common equity Tier 1 in addition to 3.5 per cent. other capital instruments.

On 12 May 2014 the legislator adopted regulations for implementation of the CRD IV package requirements on systemic important financial institutions. According to the regulations a systemic important financial institution is any financial institution which (a) total assets ("*forvaltningskapital*") constitutes at least 10 per cent. of the GDP mainland ("*BNP innland*" – which means BNP excluding revenues from shipping- and petroleum activities); or (b) has a loan portfolio which constitutes at least 5 per cent. of the Norwegian market. The Ministry of Finance is also authorised to decide that other finance institutions than those encompassed by the terms set out above (in line with the criteria for assessment of O-SIIS by European Banking Authority) shall be regarded as a systemic financial institution.

Changes with regard to legal requirements for subordinated loan capital

On 22 August 2014 the legislator adopted regulations to implement the central provisions of the CRR. The regulations affect the requirements that subordinated loans (Tier 2 capital – such as the Subordinated Notes) must meet in order to count as the institution's "own funds" ("*ansvarlig kapital*"). In line with the CRR, the regulations, *inter alia*, stipulate that the subordinated loan can hold no incentives for repayment, such as a "step-up" on interest payment. Further guidance on the understanding of the requirement for 'no incentives of repayment' is provided in FSAN's circular letter no. 11/ 2014. In circular letters no. 11/2014 and no. 10/2015, the FSAN states that they will rely on the Commission Delegated Regulation (EU) No. 241/2014 and other EU regulations when practising the Norwegian rules.

Limitations on Large Exposures

A Norwegian bank cannot have a risk-weighted engagement with a single customer exceeding an amount corresponding to 25 per cent. of the bank's own funds. The EU has adopted certain amendments to the large exposures rules in the CRD IV package (including restricting exposures in the inter-bank market), which were implemented into Norwegian law in 2011. Furthermore, the provisions on large exposure stipulate that exposures shall be calculated against the institution's "eligible capital", which is the aggregate of the institution's Tier 1 capital and one third of its Tier 2 capital.

Deposit Guarantee Scheme

Pursuant to Chapter 19 of the Financial Undertakings Act, all savings banks and commercial banks incorporated in the Kingdom of Norway are required to be members of the Norwegian Banks' Guarantee Fund. The Norwegian Banks' Guarantee Fund covers deposits up to NOK 2 million per depositor in a member bank. The guarantee is triggered if a member bank fails to repay deposits due to financial difficulties or is placed under public administration. The Norwegian Banks' Guarantee Fund may also grant support measures to member banks in order to ensure going concern. As an alternative to public administration, the Norwegian Bank's Guarantee Fund may grant financial support, for example a loan or guarantee to secure a loan, to a member bank

Payment and Capital Adequacy Problems in a Financial Institution

Part I of Chapter 21 of the Financial Undertakings Act contains various notification and intervention rules that escalate based on the seriousness of the liquidity and capital adequacy problems of a bank (such as the Issuer).

The board of directors and the chief executive officer of a financial institution each have a duty to notify the FSAN if there is reason to suspect that:

- the institution will not be able to fulfil its obligations as they fall due;

- the institution will not be able to satisfy the minimum requirements on capital adequacy or other statutory requirements on solidity and security; or
- events have occurred that may result in a serious loss of confidence or a financial loss which will significantly weaken or threaten the solidity of the institution.

The institution's external auditor is subject to an independent obligation to notify the FSAN of its awareness of any of the above-mentioned circumstances, unless the FSAN confirms to the auditor that such notification has already been given by the institution's board of directors or chief executive officer.

Upon receipt of such notice as referred to above, or if the FSAN itself considers that the conditions for triggering the notification requirement have been met, the FSAN shall, in consultation with the institution, consider what measures are necessary. If such required measures are not implemented by the institution itself, the FSAN may summon a general meeting without observing set notice periods to require a change in the composition of the corporate bodies of the institution, as well as stipulate such conditions and guidelines that it deems necessary for the continued operation of the institution on a sound economic basis and in an otherwise proper way. The FSAN may further require that the institution prepares an 'audited statement of financial position' (*revidert statusoppgjør*), which is a vital policy instrument for determining the institution's financial position. The FSAN is also granted with powers to appoint one or several auditors to conduct a review of the institution's financial position.

If the audited statement of financial position shows that a substantial part of the equity is lost since the last annual financial statements, the board of directors shall immediately call for a general meeting. The same applies if 25 per cent. of the share capital is lost. The general meeting shall determine whether the institution has sufficient funds to ensure continued, sound operations and, if so, whether operations should continue. A resolution to continue operations can only be adopted with at least a two-thirds majority. If it is resolved not to continue operations, the general meeting may decide to transfer the institution's business in its entirety to another financial institution by simple majority. If such resolutions are not reached, the institution shall be liquidated in accordance with the detailed provisions set out in Part II of Chapter 21 of the Financial Undertakings Act.

If the audited statement of financial position shows that 75 per cent. or more of the share capital is lost, the board of directors shall present a proposal to the general meeting for a write-down of the share capital against the losses incurred. If the general meeting does not pass a resolution to effect such write-down within a deadline set by the FSAN, the Norwegian Ministry of Finance may resolve to write down the share capital against losses shown in the audited statement of financial position. Subordinated loan capital may be written down if the audited statement of financial position shows that a substantial part of the institution's subordinated loan capital has been lost. Such write-down may be resolved by a general meeting acting upon a proposal which the board of directors is obliged to submit under such circumstances. If the general meeting does not resolve on a write-down, the Ministry of Finance may decide that the subordinated capital shall be written down to the extent required to cover the loss of such capital. If deemed necessary in order to ensure continued, sound operations, the Ministry of Finance may also decide that the share capital shall be increased by way of new contributions. The Ministry of Finance can specify subscription conditions and may decide to waive pre-emptive rights of existing shareholders on an issue of new shares. A share capital increase is dependent on the availability of and willingness of investors to contribute fresh capital under the prevailing circumstances. If this is not the case, the only viable option will be public administration pursuant to the rules set out in Part II of Chapter 21 of the Financial Undertakings Act.

Public Administration and Winding-up

Norwegian banks are not subject to normal insolvency proceedings, i.e. debt settlement proceedings and/or bankruptcy proceedings initiated pursuant to normal insolvency legislation. Instead, a special regime of proceedings – public administration proceedings – applies to banks as further described in Chapter 21 of the Financial Undertakings Act. In the event of illiquidity, failure to satisfy capital requirements, or insufficiency of assets and earnings to cover the bank's liabilities as they fall due, and the FSAN considers the bank to be unable to secure sufficient financial basis for continued, sound operations, it shall immediately notify the Ministry of Finance. In these circumstances, the Ministry of Finance may decide that the bank shall be placed under public administration, provided that the bank is unable to meet its liabilities as they fall due and that sufficient financial basis for continued, sound operations cannot be secured. The same applies if the bank is unable to meet the capital adequacy requirements unless these are waived by the FSAN. The decision by the Ministry of Finance is made on a discretionary basis. If the Ministry of Finance decides to place a bank under public administration, the further administration and/or liquidation of the bank shall be conducted in accordance with the rules set out in Part II of Chapter 21 of the Financial Undertakings Act.

TAXATION

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in those countries or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This overview is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

Taxation in the Kingdom of Norway

1. General Remarks

Set out below is a general overview of certain Norwegian tax rules relevant for beneficial holders of Notes that are tax resident in the Kingdom of Norway ("**Norwegian Noteholders**").

If the Notes form part of the assets of a permanent establishment in the Kingdom of Norway of a holder of Notes that is not tax resident in the Kingdom of Norway, the Norwegian tax rules applicable to income deriving from such Notes are generally the same as those set out for Norwegian Noteholders below. The mere holding of Notes should not in itself create the existence of a permanent establishment in the Kingdom of Norway.

Noteholders resident outside the Kingdom of Norway will not be liable to tax in the Kingdom of Norway on interests or capital gains from the Notes. The Kingdom of Norway does not impose withholding tax on interests or capital gains. However, in a White Paper to the Norwegian Parliament in October 2015 (Meld. St. 4 (2015-2016)), the Government advised that it will look further into the possible introduction of a Norwegian withholding tax on interest. A detailed proposal is expected to be submitted for public consultation when ready.

Special rules apply for Norwegian Noteholders that cease to be tax resident in the Kingdom of Norway or that for some reason are no longer considered liable to taxation in the Kingdom of Norway in relation to their Notes. Such Noteholders are encouraged to consult their own tax advisors.

The overview below is based on the assumption that the Notes are classified as debentures (*Mengdegjeldsbrev*) for Norwegian tax purposes.

2. Interest Payments On Notes

Norwegian Noteholders are taxable in the Kingdom of Norway for interest payments received on the Notes as ordinary income. The Norwegian tax rate on ordinary income is 24 per cent (with effect from the fiscal year 2017). The interest is normally subject to tax in the Kingdom of Norway in the year of accrual.

For Norwegian Noteholders holding Notes issued at a discount (compared to the nominal value), the imputed interest will be taxed when the Note is realised. Correspondingly, the imputed interest will be deductible for the issuer at the time of maturity.

3. Redemption And Realisation Of Notes

Norwegian Noteholders are taxable in the Kingdom of Norway for capital gains on the redemption or realisation of Notes, and has a corresponding right to deduct losses that arise on such redemption or realisation.

The tax liability applies irrespective of how long the Notes have been owned and the number of Notes that have been redeemed or realised. Gains are taxable as ordinary income in the year of redemption/realisation, and losses can be deducted from ordinary income in the year of redemption/realisation. The Norwegian tax rate on ordinary income is 24 per cent (with effect from the fiscal year 2017).

Gain or loss is calculated per Note, as the difference between the consideration received on the redemption or realisation of the Note and the cost price of the Note. Costs incurred in connection with the acquisition, redemption or realisation of Notes may be deducted in the calculation of the taxable gain/loss in the year of redemption/realisation.

4. *Net Wealth Tax*

Corporate entities are not subject to net wealth taxation in the Kingdom of Norway.

Physical persons are subject to net wealth taxation in the Kingdom of Norway. The maximum aggregated rate of net wealth tax is currently 0.85 per cent. Net wealth below NOK 1,480,000 per person is not liable to net wealth tax.

The value for assessment purposes for Notes listed on a Stock Exchange is the listed value as of 1 January in the year of assessment. Unlisted Notes are generally valued at the market value by the end of the income year.

5. *Transfer tax, VAT etc.*

There are no transfer taxes, stamp duty or similar charges currently imposed in the Kingdom of Norway on the acquisition, redemption or realisation of Notes. Further, there is no VAT on the transfer of Notes.

6. *Inheritance Tax*

The Kingdom of Norway does not impose inheritance tax or similar tax on inheritance or gifts. However, an heir or a recipient of gifts who has received Notes will acquire the donor's tax input value of the Notes based on principles of continuity. Thus, the heir/recipient will be liable to taxation for any increase in value in the donor's time of ownership. The gain will be taxable at the time of the heir's/recipient's realisation of 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 the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's Proposal, 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 the 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. It may therefore be altered prior to any implementation, the timing of which remains unclear. 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.

FATCA

FATCA imposes a new reporting regime and potentially a withholding tax of 30 per cent. on certain payments made by a non U.S. financial institution (a "**foreign financial institution**" or "**FFI**" (as defined by FATCA)) to (i) any FFI 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 a "**U.S. account holder**", which can include non-U.S. entities with substantial U.S. owners, (a "**Recalcitrant Holder**"). The Issuer will be classified as an FFI.

As relevant to payments made by the Issuer, this new withholding regime will apply to "**foreign passthru payments**" (a term not yet defined) no earlier than 1 January 2019. This withholding would potentially apply to any payments of interest or principal in respect of any Notes characterised as debt 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 promulgated, or which are issued before the grandfathering date and materially modified on or after the grandfathering date. If Notes are issued before the grandfathering date, and additional Notes of the same series are issued on or 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 the "**Model 1**" IGA released by the United States, an FFI in an IGA signatory country could be treated as a "**Reporting FI**" and such Reporting FI generally would not be required to withhold from any payments it makes. A Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government. The United States and the Kingdom of Norway have entered into an IGA based largely on the Model 1 IGA.

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 and received by the ICSDs, even after the term "foreign passthru payment" is defined, given that the ICSDs have announced that they are Participating FFIs. Nevertheless, payments made to the participants in the ICSDs and thereafter to any other intermediary FFIs in the custodial chain through to the ultimate investors may constitute in whole or part foreign passthru payments (as eventually defined) which are subject to FATCA withholding, and so investors are encouraged to consider the compliance with FATCA of such participants and intermediaries. Also, it is contemplated, under circumstances that are currently considered remote, that the Global Notes may be exchanged into definitive form and so be taken out of the ICSDs. If this were to happen, a non-FATCA compliant holder or Recalcitrant Holder of a Definitive Note could be subject to FATCA withholding under certain circumstances.

FATCA is particularly complex and its precise application to the Notes is uncertain at this time. 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.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of Banco Santander, S.A., Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Credit Agricole Corporate and Investment Bank, Danske Bank A/S, Deutsche Bank AG, London Branch, DNB Bank ASA, Goldman Sachs International, HSBC Bank plc, Merrill Lynch International, Morgan Stanley & Co. International plc, Natixis, Nordea Bank AB (publ), Skandinaviska Enskilda Banken AB (publ), Société Générale, Swedbank AB (publ), Svenska Handelsbanken AB (publ), The Royal Bank of Scotland plc (trading as NatWest Markets), and UniCredit Bank AG, and any new Dealer appointed from time to time (the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in a dealer agreement dated 26 June 2017 (the "**Dealer Agreement**") and made between the Issuer and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

Prohibition of Sales to EEA Retail Investors

From 1 January 2018, unless the Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "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 has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area.

For the purposes of this provision the expression "retail investor" means a person who is one (or more) of the following:

- a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
- b) a customer within the meaning of Insurance Mediation Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II

United States of America: *Regulation S Category 2, as further described below; TEFRA D or TEFRA C as specified in the relevant Final Terms or neither if TEFRA is specified as not applicable in the relevant Final Terms.*

The 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 this paragraph have the meanings given to them by Regulation S of the Securities Act ("**Regulation S**").

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

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Issue and Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Issue and Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Selling Restrictions Addressing United Kingdom Securities Laws

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

- a) **No deposit-taking:** in relation to any Notes having a maturity of less than one year:
 - i. it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - ii. it has not offered or sold and will not offer or sell any Notes other than to persons:
 - A. whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - B. who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 ("**FSMA**") by the Issuer;

- b) **Financial promotion:** 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 FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- c) **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it has not directly or indirectly, offered or sold and will not, directly or indirectly, offer to sell any Notes in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "**Japanese Person**" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

The Kingdom of Norway

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree that, unless the Issuer has confirmed in writing to each Dealer that the Notes and this Base Prospectus have been filed with the FSAN, it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in the Kingdom of Norway or to residents of the Kingdom of Norway except:

- (a) in respect of an offer of Notes addressed to investors subject to a minimum purchase of Notes for a total consideration of not less than €100,000 per investor;

- (b) to "professional investors" as defined in Section 7-1 in the Norwegian Securities Regulation of 29 June 2007 no. 876;
- (c) to fewer than 150 natural or legal persons (other than "professional investors" as defined in Section 7-1 in the Norwegian Securities Regulation of 29 June 2007 no. 876), subject to obtaining the prior consent of the relevant Dealer or Dealers for any such offer; and
- (d) in any other circumstances provided that no such offer of Notes shall result in a requirement for the registration, or the publication by the Issuer or the Dealer or Dealers of a prospectus pursuant to the Norwegian Securities Trading Act of 29 June 2007.

The Notes shall be registered with the Norwegian Central Securities Depository unless (i) the Notes are denominated in NOK and offered or sold outside of the Kingdom of Norway to non-Norwegian tax residents only, or (ii) the Notes are denominated in a currency other than NOK and offered or sold outside of the Kingdom of Norway.

Further, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes will only be sold in the Kingdom of Norway to investors who have sufficient knowledge and experience to understand the risks involved with investing in the Notes.

The Kingdom of Spain

Each of the Dealers and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes will not be offered, sold or distributed, nor will any subsequent resale of Notes be carried out in the Kingdom of Spain, except in circumstances which do not constitute a public offer of securities in the Kingdom of Spain within the meaning of the Restated Text of the Spanish Securities Market Law of 23 October approved by Legislative Royal Decree 4/2015 (*Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores*), as amended, or without complying with all legal and regulatory requirements under Spanish securities laws.

Neither the Notes nor this Base Prospectus have been registered with the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*) and therefore this Base Prospectus is not intended for any public offer of the Notes of the Kingdom of Spain.

France

Each of the Dealers has represented and agreed, and each further Dealer will be required to represent and agree that it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in the Republic of France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in the Republic of France, this Base Prospectus, the relevant Final Terms or any other offering material relating to Notes, and that such offers, sales and distributions have been and shall only be made in the Republic of France to (a) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or (b) to qualified investors (*investisseurs qualifiés*) acting for their own account as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1, D.744-1, D.754-1 and D.764-1 of the French Code *monétaire et financier*. Accordingly, the offer of Notes does not require a prospectus to be submitted to the *Autorité des Marchés Financiers* (the "AMF") for its prior approval, and this Base Prospectus has not been approved by the AMF.

The direct or indirect resale of Notes to the public in the Republic of France may be made only as provided by and in accordance with Articles L.411-1, L.411-2, L.412-1 and L.621-8 to L.621-8-3 of the French Code *monétaire et financier*.

Italy

The offering of any Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, save as set out below, it has not offered or sold, and will not offer or sell, any Notes in the Republic of Italy in an offer to the public, and that sales of any Notes in the Republic of Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Each of the Dealers 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 any Notes or distribute copies of this Base Prospectus and any other document relating to the Notes in the Republic of Italy except:

- (a) to qualified investors (*investitori qualificati*) referred to under Article 100, paragraph 1, let. (a), of Legislative Decree No. 58 of 24 February 1998, as amended ("**Decree No. 58**"), and as defined under Article 26, paragraph 1, let. (d), of CONSOB Regulation No. 16190 of 29 October 2007, as amended ("**Regulation No. 16190**") which implements Article 34-ter, paragraph 1, let. (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("**Regulation No. 11971**"); or
- (b) that it may offer, sell or deliver Notes or distribute copies of any prospectus relating to such Notes in an offer to the public in the period commencing on the date of publication of such prospectus, provided that such prospectus has been approved in another Relevant Member State and notified to CONSOB, all in accordance with the Prospectus Directive, as implemented in Italy under Decree 58 and Regulation No. 11971, and ending on the date which is 12 months after the date of approval of such prospectus; or
- (c) in any other circumstances where an express exemption from compliance with the offer restrictions applies, as provided under Decree No. 58 or Regulation No. 11971.

Any such offer, sale or delivery of any Notes or distribution of copies of this Base Prospectus or any other document relating to any Notes in the Republic of Italy must be:

- (a) made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of 1 September 1993 as amended, Decree No. 58, CONSOB Regulation No. 16190 of 29 October 2007, as amended and any other applicable laws and regulations; and
- (b) in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy, including Article 129 of Legislative Decree No. 385 of 1 September 1993, as amended, and the implementing guidelines of the Bank of Italy, as amended, with regard, inter alia, to the reporting obligations required.

Provisions relating to the secondary market in the Republic of Italy

Investors should also note that, in any subsequent distribution of any Notes in the Republic of Italy, Article 100-bis of Decree No. 58 may require compliance with the law relating to public offers of securities. Furthermore, where any Notes are placed solely with "qualified investors" and are then systematically resold on the secondary market at any time in the 12 months following such placing, purchasers of Notes who are acting outside of the course of their business or profession may in certain

circumstances be entitled to declare such purchase void and, in addition, to claim damages from any authorised person at whose premises the Notes were purchased, unless an exemption provided for under Decree No. 58 applies.

Switzerland

The Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Base Prospectus nor any other offering or marketing material relating to the offering, nor the Issuer nor the Notes have been or will be filed with or approved by any Swiss regulatory authority. The Notes are not subject to the supervision by any Swiss regulatory authority, e.g., the Swiss Financial Markets Supervisory Authority FINMA, and investors in the Notes will not benefit from protection or supervision by such authority.

General

Each Dealer has represented, warranted and agreed to the best of its knowledge, and each further Dealer appointed under the Programme will be required to represent and agree to the best of its knowledge, that it has complied and will comply with all applicable securities laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus, any Final Terms or a Drawdown Prospectus or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus, any Final Terms or a Drawdown Prospectus comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus, any Final Terms or a Drawdown Prospectus or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) after the date hereof in applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "**General**" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in the subscription agreement applicable to a particular Tranche of Notes and/or in a supplement to this Base Prospectus.

GENERAL INFORMATION

Authorisation

1. The establishment of the Programme was authorised by the Board of Directors of the Issuer on 25 September 2012 and the update of the Programme was authorised by the Board of Directors of the Issuer on 7 June 2017. 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.

Legal and Arbitration Proceedings

2. There are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer is aware), which may have, or have had during the 12 months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Issuer and/or the Issuer Group.

Significant/Material Change

3. Since 31 December 2016 there has been no material adverse change in the prospects of the Issuer and since 31 March 2017 there has been no significant change in the financial or trading position of the Issuer.

Auditors

4. The consolidated and unconsolidated financial statements of the Issuer have been audited without qualification for the year ended 31 December 2016 by the external audit firm PricewaterhouseCoopers AS of Dronning Eufemias gate 8, NO-0191 Oslo, the Kingdom of Norway, the Group's current independent auditors. PricewaterhouseCoopers AS is a member of The Norwegian Institute of Public Accountants (*Den norske Revisorforening*) and is registered with the FSAN under number 987009713.

No other information other than the 2016 consolidated financial statements relating to the Issuer in this Base Prospectus has been audited by PwC AS.

The consolidated and unconsolidated financial statements of the Issuer have been audited without qualification for the years ended 31 December 2015 by the external audit firm Deloitte AS of Dronning Eufemias gate 14, 0191 Oslo, the Kingdom of Norway. Deloitte AS is a member of The Norwegian Institute of Public Accountants (*Den norske Revisorforening*) and is registered with the FSAN under number 980211282. Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, and its network of member firms, each of which is a legally separate and independent entity.

Deloitte conducts business through two legally separate and independent limited liability companies in the Kingdom of Norway; Deloitte AS, providing audit, consulting, financial advisory and risk management services, and Deloitte Advokatfirma AS, providing tax and legal services.

No other information other than the 2015 consolidated financial statements relating to the Issuer in this Base Prospectus has been audited by Deloitte AS.

The audited consolidated and non-consolidated financial statements of the Issuer for each of the years ended 31 December 2016 and 31 December 2015 have been filed with the Registrar of Company Accounts in the Kingdom of Norway.

Documents on Display

5. Electronic or physical copies and, where appropriate, English translations of the following documents may be inspected during normal business hours at the office of the Issue and Paying Agent at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom and at the registered office of the Issuer for the life of this Base Prospectus:

- a) the constitutive documents of the Issuer;

- b) the audited consolidated financial statements of the Issuer as at and for the years ended 31 December 2016 and 31 December 2015;
- c) the unaudited consolidated financial statements of the Issuer for the three month period ended 31 March 2017;
- d) the terms and conditions set out on pages 25 to 50 of the base prospectus dated 15 June 2016 under the heading "*Terms and Conditions of the Notes*";
- e) the terms and conditions set out on pages 28 to 53 of the base prospectus dated 18 May 2015 under the heading "*Terms and Conditions of the Notes*";
- f) the terms and conditions set out on pages 30 to 56 of the base prospectus dated 12 May 2014 under the heading "*Terms and Conditions of the Notes*";
- g) the Issue and Paying Agency Agreement;
- h) the Deed of Covenant;
- i) the Programme Manual; and
- j) the Issuer-ICSDs Agreement (which is entered into between the Issuer and Euroclear and/or Clearstream, Luxembourg with respect to the settlement in Euroclear and/or Clearstream, Luxembourg of Notes in New Global Note form).

Material Contracts

- 6. During the past two years the Issuer has not been a party to any contracts that were not entered into in the ordinary course of business of the Issuer and which was material to the ability of the Issuer to meet its obligations in respect of the Notes.

Conditions for determining price

- 7. Notes may be issued at any price and either on a fully or partly paid basis, as specified in the relevant Final Terms or Drawdown Prospectus. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

Yield

- 8. The yield of each Tranche of fixed rate Notes will be calculated on an annual or semi-annual basis using the relevant Issue Price at the relevant Issue Date or as otherwise specified in the relevant Final Terms.

Maturities

- 9. Notes issued may have any maturity, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank consents. Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the FSMA by the Issuer.

Clearing of the Notes

- 10. The Notes have been accepted for clearance through Euroclear (1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium) and Clearstream, Luxembourg (42 Avenue J.F. Kennedy, L-1855 Luxembourg). The appropriate common code and the International Securities Identification Number in relation to the Notes of each Tranche will be specified in the relevant Final Terms or Drawdown

Prospectus. The relevant Final Terms or Drawdown Prospectus shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

Dealers' Interests

11. 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. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

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 its respective affiliates. Certain of the Dealers or their affiliates that have lending relationships 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 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.

REGISTERED OFFICE OF THE ISSUER

Santander Consumer Bank AS

Strandveien 18
PB 177
1325 Lysaker
Norway

ARRANGER

Barclays Bank PLC

5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

DEALERS

Banco Santander, S.A.

Ciudad Grupo Santander Edificio Encinar,
Avenida de Cantabria s/n
28660, Boadilla del Monte, Madrid, Spain

Barclays Bank PLC

5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

BNP Paribas

10 Harewood Avenue
London
NW1 6AA
United Kingdom

Citigroup Global Markets Limited

Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Commerzbank Aktiengesellschaft

Kaiserstrasse 16 (Kaiserplatz)
60311 Frankfurt am Main
Federal Republic of Germany

**Crédit Agricole Corporate and Investment
Bank**

12, Place des Etats-Unis
CS 70052
92547 Montrouge Cedex
France

Danske Bank A/S

Holmens Kanal 2-12
DK 1092 Copenhagen
Denmark

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

DNB Bank ASA

Dronning Eufemias gate 30
0191 Oslo
Norway

HSBC Bank plc

8 Canada Square
London E14 5HQ
United Kingdom

Goldman Sachs International

Peterborough Court
133 Fleet Street
London EC4A 2BB
United Kingdom

Merrill Lynch International

2 King Edward Street
London EC1A 1HQ
United Kingdom

Morgan Stanley & Co. International plc

25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

Natixis

30 avenue Pierre Mendès-France
75013 Paris
France

Nordea Bank AB (publ)

Smålandsgatan 17
105 71 Stockholm
Sweden

Société Générale

29 boulevard haussmann
75009 Paris
France

Svenska Handelsbanken AB (publ)

Kungsträdgårdsgatan 2
SE-106 70 Stockholm
Sweden

Skandinaviska Enskilda Banken AB (publ)

Kungsträdgårdsgatan 8
106 40 Stockholm
Sweden

Swedbank AB (publ)

SE – 105 34
Stockholm
Sweden

The Royal Bank of Scotland plc

(trading as NatWest Markets)
250 Bishopsgate
London EC2M 4AA
United Kingdom

UniCredit Bank AG

Arabellastrasse 12
81925 Munich
Germany

ISSUE AND PAYING AGENT

Citibank, N.A., London Branch

Citigroup Centre,
Canada Square,
Canary Wharf,
London E14 5LB,
United Kingdom

LISTING AGENT

A&L Listing Limited

International Financial Services Centre
North Wall Quay
Dublin 1
Ireland

LEGAL ADVISERS

To the Dealers as to Norwegian law

Advokatfirmaet BA-HR DA

Tjuvholmen allé 16
P.O. Box 1524 Vika
NO-0117 Oslo
Norway

To the Dealers as to English law

Clifford Chance, S.L.P.

Paseo de la Castellana 110
28046 Madrid
Spain

*To the Issuer
as to Spanish law*

Internal Legal Department

Santander Consumer Finance, S.A.
Ciudad Grupo Santander
Avda. de Cantabria s/n
28660 Boadilla del Monte
Madrid
Spain

*To the Issuer
as to Norwegian law*

Internal Legal Department

Santander Consumer Bank AS
Strandveien 18,
P.O. box 177, 1325
Lysaker
Norway

AUDITORS TO THE ISSUER

PricewaterhouseCoopers AS

Dronning Eufemias gate 8, NO-0191 Oslo
Norway

Deloitte AS

Dronning Eufemias gate 14 0191 Oslo
Norway