BASE PROSPECTUS

DNB Bank ASA

(incorporated in Norway)

€45,000,000,000
Euro Medium Term Note Programme

*On 6th April, 1998, Union Bank of Norway entered into a U.S.$1,500,000,000 Euro Medium Term Note Programme, as supplemented and amended (the "**Programme**"). The Programme was subsequently converted into euro and increased to €45,000,000,000. On 12th September, 2002, Union Bank of Norway converted into a public limited company and following such conversion the obligations of Union Bank of Norway became the obligations of a new entity, Union Bank of Norway ASA, which from such date became the issuer under the Programme. On 19th January, 2004, Union Bank of Norway ASA merged with Den norske Bank ASA and, as of such date, Union Bank of Norway ASA was renamed DnB NOR Bank ASA. On 11th November, 2011, DnB NOR Bank ASA was renamed DNB Bank ASA (the "**Issuer**" or the "**Bank**").*

Pursuant to the Programme, the Issuer may from time to time issue notes ("**Notes**") denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below). Any Notes issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions herein. This does not affect any Notes issued prior to the date of this Base Prospectus.

As more fully described herein, Notes may be issued (i) on an unsubordinated basis ("**Senior Preferred Notes**"); (ii) on a non-preferred basis as provided in "Terms and Conditions of the Notes" herein ("**Senior Non-Preferred Notes**"); or (iii) on a subordinated basis as provided in "Terms and Conditions of the Notes" herein ("**Subordinated Notes**"). The Terms and Conditions of Subordinated Notes will not contain any events of default.

Notes may be issued in bearer form ("**Bearer Notes**"), registered form ("**Registered Notes**") or uncertificated book-entry form cleared through the Norwegian Central Securities Depository, the *Verdipapirsentralen* ("**VPS Notes**" and the "**VPS**", respectively).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €45,000,000,000 (or its equivalent in other currencies calculated as described herein). A description of the restrictions applicable at the date of this base prospectus (the "**Base Prospectus**") relating to the maturity of certain Notes is set out in "Overview of the Programme – Maturities".

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

This Base Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**") as competent authority under the Prospectus Directive (as defined below). The Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish law and the European Union ("**EU**") law pursuant to the Prospectus Directive. Such approval relates only to the Notes which are to be admitted to trading on a regulated market for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**") and/or which are to be offered to the public in any Member State of the European Economic Area ("**EEA**"). Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for the Notes to be issued under the Programme (other than Exempt Notes (as defined below) and Swiss Domestic Notes) within the period of 12 months from the date of this Base Prospectus to be admitted to the official list (the "**Official List**") and trading on its regulated market (the "**Main Securities Market**"). The Main Securities Market is a regulated market for the purposes of MiFID II. In addition, application has been made to register the Programme on the SIX Swiss Exchange Ltd (the "**SIX Swiss Exchange**"). Upon specific request, Notes issued under the Programme may be listed on the SIX Swiss Exchange. References in this Base Prospectus to Notes being "**listed**" (and all related references) shall mean that such Notes are intended to be (i) admitted to trading on the Main Securities Market and are intended to be listed on the Official List or (ii) admitted to trading on the standard for bonds of the SIX Swiss Exchange, as the case may be. The applicable pricing supplement (the "**Pricing Supplement**") in respect of the issue of any Exempt Notes will specify whether or not such Exempt Notes will be admitted to listing or trading on any non-EEA stock exchanges and/or markets, if applicable.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "Terms and Conditions of the Notes") of Notes will be set forth in a Final Terms document ("**Final Terms**") or, in the case of Exempt Notes, a Pricing Supplement. Each Final Terms, with respect to Notes to be listed on Euronext Dublin, will be delivered to the Central Bank and Euronext Dublin. Each Pricing Supplement, with respect to Notes to be listed on the SIX Swiss Exchange, will be delivered to the SIX Swiss Exchange.

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue Notes which are not listed or admitted to trading on any market.

The requirement to publish a prospectus under the Prospectus Directive only applies to Notes which are to be admitted to trading on a regulated market in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the relevant Member State(s)). References in this Base Prospectus to "**Exempt Notes**" are to Notes (including Swiss Domestic Notes) for which no prospectus is required to be published under the Prospectus Directive. The Central Bank has neither reviewed nor approved any information in this Base Prospectus pertaining to Exempt Notes and the Central Bank assumes no responsibility in relation to issues of Exempt Notes.

The Programme has been rated AA- (Senior Preferred Notes), A (Senior Non-Preferred Notes), A- (Subordinated Notes) and A-1+ (short-term) by S&P Global Ratings Europe Limited ("**S&P**"), and (P)Aa2 (Senior Preferred Notes), (P)Baa1 (Subordinated Notes) and (P)P-1 (short-term) by Moody's Investors Service Limited ("**Moody's**"). Each of S&P and Moody's is established in the EU and is registered under Regulation (EC) No. 1060/2009, as amended (the "**CRA Regulation**"). Notes issued pursuant to the Programme may be rated or unrated. Where a Tranche of Notes is rated, its rating will be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement and will not necessarily be the same as the rating applicable to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Arranger

Deutsche Bank

Dealers

Barclays	**BNP PARIBAS**
BofA Merrill Lynch	**Citigroup**
Commerzbank	**Deutsche Bank**
DNB Bank	**Goldman Sachs International**
HSBC	**J.P. Morgan**
Nomura	**UBS Investment Bank**

UniCredit Bank

The date of this Base Prospectus is 28th January, 2019.

This Base Prospectus constitutes a base prospectus in respect of all Notes other than Exempt Notes issued under the Programme for the purposes of Article 5.4 of the Prospectus Directive. When used in this Base Prospectus, "Prospectus Directive" means Directive 2003/71/EC (as amended or superseded), and includes any relevant implementing measure in a relevant Member State of the EEA.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms or, as the case may be, the Pricing Supplement relating to any Tranche of Notes issued under the Programme. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Copies of Final Terms relating to Notes which are admitted to the Official List and to trading on the Main Securities Market will be published on the website of the Central Bank at http://www.centralbank.ie/regulation/securities-markets/prospectus/Pages/approvedprospectus.aspx and the website of Euronext Dublin at www.ise.ie and will be available from the registered office of the Issuer and the specified offices of the Paying Agent (as defined below) for the time being in London.

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

Certain information under "Description of the Issuer" has been extracted from publicly available sources and references to any such third-party sources of information are included herein. 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 such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Neither the Dealers nor the Trustee (as defined below) have separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers or the Trustee as to the accuracy or completeness of the information contained in this Base Prospectus or any other information provided by the Issuer in connection with the Programme or the Notes or their distribution. The statements made in this paragraph are made without prejudice to the responsibility of the Issuer under the Programme.

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

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

The delivery of this Base Prospectus does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme. Investors should review, *inter alia*, the documents deemed to be incorporated herein by reference when deciding whether or not to purchase any Notes.

The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. None of the Issuer, the Dealers and the Trustee represents that this document may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Dealers or the Trustee which is intended to permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Base Prospectus or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the EEA, the United Kingdom, Norway and Japan (see "Subscription and Sale" below).

The Bearer Notes of each Tranche (other than Swiss Domestic Notes) will initially be represented by a temporary global Note in bearer form (a "Temporary Bearer Global Note") which will (i) if the global Notes are intended to be issued in new global note ("NGN") form, as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the "Common Safekeeper") for Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking S.A. ("Clearstream, Luxembourg"); and (ii) if the global Notes are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the "Common Depositary") for Euroclear and Clearstream, Luxembourg. A Temporary Bearer Global Note will be exchangeable, as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, for either a permanent global Note in bearer form (a "Permanent Bearer Global Note") or Bearer Notes in definitive form, in each case upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations. The applicable Final Terms or, as the case may be, the applicable Pricing Supplement will specify that a Permanent Bearer Global Note (other than in respect of Swiss Domestic Notes) either (i) is exchangeable (in whole but not in part) for definitive Notes upon not less than 60 days' notice or (ii) is only exchangeable (in whole but not in part) for definitive Notes following the occurrence of an Exchange Event (as defined under "Form of the Notes"), all as further described in "Form of the Notes" below. In respect of each Tranche of Notes denominated in Swiss Francs, the Issuer may deliver a permanent global Note in bearer form (a "Swiss Global Note") in respect of such Notes ("Swiss Domestic Notes"), which will be deposited on or about the issue date of the Tranche with SIX SIS Ltd, the Swiss Securities Services Corporation located in Olten, Switzerland ("SIS") or, as the case may be, with any other intermediary in Switzerland recognised for such purpose by the SIX Swiss Exchange Ltd (the "SIX Swiss Exchange") (SIS or any such other intermediary, the "Intermediary"). Subject to certain exceptions, Bearer Notes may not be offered, sold or delivered within the United States to, or for the account or benefit of, United States persons (as defined the U.S. Internal Revenue Code of 1986 and U.S. Treasury regulations thereunder). See "Subscription and Sale" below.

This Base Prospectus has been prepared on a basis that Notes other than Exempt Notes will have a minimum denomination of at least €100,000 (or its equivalent in any other currency). The Notes have not been, and will not be, registered under the United States

Securities Act of 1933, as amended (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 (as defined in Regulation S under the Securities Act ("Regulation S")) except in accordance with Regulation S or pursuant to an exemption from the registration requirements of the Securities Act. Unless otherwise provided with respect to a particular Series (as defined under "Terms and Conditions of the Notes") of Registered Notes, the Registered Notes of each Tranche of such Series sold outside the United States in reliance on Regulation S under the Securities Act will be represented by a permanent global Note in registered form, without interest coupons (a "Reg. S Global Note"), which will either (i) be deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("DTC") for the accounts of Euroclear and Clearstream, Luxembourg for the accounts of their respective participants or (ii) be deposited with a common depositary or common safekeeper, as the case may be for Euroclear and Clearstream, Luxembourg, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg or in the name of a nominee of the common safekeeper, as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. Prior to expiry of the period that ends 40 days after completion of the distribution of each Tranche of Notes, as certified by the relevant Dealer, in the case of a non-syndicated issue, or the lead manager, in the case of a syndicated issue (the "Distribution Compliance Period"), beneficial interests in the Reg. S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person except in accordance with Rule 144A under the Securities Act, Rule 903 or 904 of Regulation S, or pursuant to another applicable exemption from the registration requirements of the Securities Act. The Registered Notes of each Tranche of such Series sold in private transactions to qualified institutional buyers ("QIBs") within the meaning of Rule 144A under the Securities Act will be represented by a restricted permanent global Note in registered form, without interest coupons (a "Restricted Global Note", and, together with a Reg. S Global Note, "Registered Global Notes"), deposited with a custodian for, and registered in the name of a nominee of, DTC. The Registered Notes of each Tranche of such Series sold to "accredited investors" (as defined in Rule 501(a)(1), (2), (3) and (7) under the Securities Act) which are institutions ("Institutional Accredited Investors") will be in definitive form, registered in the name of the holder thereof. Registered Notes in definitive form will, at the request of the holder, be issued in exchange for interests in the Registered Global Notes upon compliance with the procedures for exchange as described in "Form of the Notes".

Each Tranche of VPS Notes will be issued in uncertificated book-entry form, as more fully described under "Form of the Notes" below. On or before the issue date of each Tranche of VPS Notes entries may be made with the VPS to evidence the debt represented by such VPS Notes to accountholders with the VPS. VPS Notes will be issued in accordance with the laws and regulations applicable to VPS Notes from time to time.

Notes may not be offered or sold within the United States or to U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. Registered Notes may be offered and sold in the United States exclusively to persons reasonably believed by the Dealers to qualify as QIBs (as defined herein) or placed privately pursuant to section 4(a)(2) of the Securities Act with institutions that are accredited investors as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act. Each U.S. purchaser of Registered Notes is hereby notified that the offer and sale of any Registered Notes to it may be made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A. To permit compliance with Rule 144A under the Securities Act in connection with the resales of Registered Notes, the Issuer is required to furnish, upon request of a holder of a Registered Note and a prospective purchaser designated by such holder, the information required to be delivered under Rule 144A(d)(4) under the Securities Act. Registered Notes are not transferable to other holders within the United States except upon satisfaction of certain conditions as described under "Subscription and Sale".

The Notes have not been recommended by or approved or disapproved by the United States Securities and Exchange Commission (the "SEC") or any other federal or state securities commission in the United States nor has the SEC or any other federal or state

securities commission confirmed the accuracy or determined the adequacy of this Base Prospectus. Any representation to the contrary is a criminal offence in the United States. The Notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under applicable federal or state securities laws pursuant to a registration statement or an exemption from registration. Investors should be aware that they may be required to bear the financial risks of this investment for an indefinite period of time.

IMPORTANT – EEA RETAIL INVESTORS - If the Final Terms (or Pricing Supplement, as the case may be) in respect of any Notes includes a legend titled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the 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 MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the "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; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, 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.

An investment in the Notes is not an equivalent to an investment in a bank deposit. Although an investment in Notes may give rise to higher yields than a bank deposit placed with the Issuer or with any other investment firm in the DNB Group (as defined below), an investment in Notes carries risks which are very different from the risk profile of such a deposit. Notes are expected to have greater liquidity than a bank deposit since bank deposits are generally not transferable. However, Notes may have no established trading market when issued, and one may never develop.

Notes are unsecured and (in the case of Subordinated Notes) are subordinated obligations of the Issuer. Investments in Notes do not benefit from any protection provided pursuant to Directive 2014/49/EU of the European Parliament and of the Council on deposit guarantee schemes or any national implementing measures implementing this Directive in any jurisdiction. Therefore, if the Issuer becomes insolvent or defaults on its obligations, investors investing in the Notes in a worst case scenario could lose their entire investment.

Amounts payable under the Notes may be calculated by reference to one or more "benchmarks" for the purposes of Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June, 2016 (the "Benchmarks Regulation"). In this case, a statement will be included in the applicable Final Terms as to whether or not the relevant administrator of the "benchmark" is included in ESMA's register of administrators under Article 36 of the Benchmarks Regulation. The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the applicable Final Terms to reflect any change in the registration status of the administrator.

MiFID II product governance / target market – The Final Terms in respect of any Notes (or Pricing Supplement, as the case may be) will include a legend titled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the "MiFID Product Governance Rules"), any Dealer subscribing for any Notes is a manufacturer in respect of

such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

FORWARD-LOOKING STATEMENTS

This Base Prospectus contains forward-looking statements, which reflect management's current expectations with respect to future events, financial and operating performance and future market conditions. Words such as "believe", "anticipate", "expect", "aim", "project", "expect", "intend", "predict", "target", "may", "might", "assume", "could", "will" and "should" or other variations or comparable terminology are intended to identify forward-looking statements. Forward-looking statements appear in a number of places in this Base Prospectus including, without limitation, the documents referred to in "Documents Incorporated by Reference", "Risk Factors" and "Description of the Issuer". These forward-looking statements address matters such as:

- **the Bank's business strategy and financial targets;**
- **performance of the financial markets;**
- **future prospects of the Bank such as growth prospects, cost development under the cost programme and future write-downs on loans; and**
- **future exposure to credit, market, liquidity and other risks.**

By their nature, forward-looking statements involve risk and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. While the Bank has prepared these forward-looking statements in good faith and on the basis of assumptions it believes to be reasonable, any such forward-looking statements are not guarantees or warranties of future performance. the Bank's actual financial condition, results of operation and cash flows, and the development of the markets in which it operates, may differ materially from those expressed or implied in the forward-looking statements contained in this Base Prospectus.

All references in this document to "U.S. dollars", "U.S.$" and "$" refer to United States dollars, those to "CHF" refer to Swiss Francs, those to "NOK" refer to Norwegian kroner, those to "Yen" refer to Japanese yen, those to "Sterling" and "£" refer to pounds sterling and those to "euro", "EUR" and "€" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

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

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

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

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

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

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

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

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

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) acting as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement 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 necessarily 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 Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

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RISK FACTORS

In this Base Prospectus, "the Bank" and "the Issuer" refer to DNB Bank ASA, a subsidiary of DNB ASA. The "DNB Bank Group" refers to the Bank together with the Bank's subsidiaries. The "DNB Group" refers to DNB ASA together with its subsidiaries. Before investing in the Notes, prospective investors should consider carefully the following risks and uncertainties in addition to the other information presented in this Base Prospectus. If any of the following risks actually occurs, the DNB Bank Group's business, results of operations, financial condition or prospects could be materially adversely affected. In that event, the value of the Notes could decline, and you may lose part or all of your investment. The risks and uncertainties described below are those that the DNB Bank Group believes are material, but these risks and uncertainties are not the only ones the DNB Bank Group faces. Additional risks and uncertainties not presently known to the DNB Bank Group or that the DNB Bank Group currently deems immaterial may also have a material adverse effect on the business, results of operations, financial condition or prospects of the DNB Bank Group and could negatively affect the price of the Notes.

Prospective investors should carefully review the entire Base Prospectus and should reach their own views and decisions on the merits and risks of investing in the Notes in light of the investor's personal circumstances. Furthermore, investors should consult their financial, legal and tax advisors to carefully review the risks associated with an investment in the Notes.

Risks Related to the Issuer

Risks Related to the Macroeconomic Conditions

Disruptions and volatility in the global financial markets may adversely impact the DNB Bank Group.

The global capital and credit markets have been characterised by volatility in recent years. Challenging market conditions have resulted in greater volatility but also in reduced liquidity, widening of credit spreads and lack of price transparency in credit markets. Global markets and economic conditions have been negatively impacted for several years by various factors including market perceptions regarding the ability of certain EU Member States to service their sovereign debt obligations, including Greece, Ireland, Italy, Portugal and Spain. Concerns about credit risk (including that of sovereign governments) are influenced by the market's perception of the global economy generally, as well as perceptions of the strength of the European banking sector. Slower growth and higher unemployment than expected in Europe, in China and in other large economies could trigger heightened credit risk in the financial markets.

Although Norway is not a member of the EU, economic developments within the EU significantly affect Norway and the DNB Bank Group as the EU is one of Norway's principal trading partners and Norway is a member of the broader EEA. Economic conditions in the EU are further subject to the risks of slowdown and volatility as a result of the considerable uncertainty surrounding the United Kingdom's public vote on 23rd June, 2016 to leave the EU and uncertainty as to whether and to what extent this exit may also negatively impact the European markets.

The precise nature of all the risks and uncertainties that the DNB Bank Group faces as a result of the global economic outlook cannot be identified and many of these risks are outside DNB Bank Group's control. No assurance can be given as to future economic conditions in any market or as to the sustainability of the improvement in any market.

Any further turbulence in credit or other markets could have a material adverse effect on, among others, the DNB Bank Group's ability to access capital and liquidity on financial terms

acceptable to it. Any of the foregoing factors could have a material adverse effect on the DNB Bank Group's business, financial condition and results of operations.

Negative economic developments and conditions in the markets in which the DNB Bank Group operates may adversely affect the DNB Bank Group's business and results of operations and are likely to continue to do so if those conditions persist or recur.

The DNB Bank Group's business activities are dependent on the level of banking, finance and financial services required by its customers. In particular, borrowing levels are heavily dependent on customer confidence, employment trends, the state of the economy and market interest rates at the time. The DNB Bank Group's performance is significantly influenced by general economic conditions in Norway and, to a lesser extent, the other countries where it operates, as well as general global economic conditions as they may affect particular sectors of the economy that are important to the DNB Bank Group's business. As the DNB Bank Group currently conducts the majority of its business in Norway, its performance is influenced by the level and cyclical nature of business activity in Norway, which, in turn, is affected by both domestic and international economic factors (for example, fluctuations in the price of oil and gas) and political events including those which have a negative impact on the global financial markets as described above under "*—Disruptions and volatility in the global financial markets may adversely impact the DNB Bank Group*".

In particular, the state of the Norwegian economy depends on the performance of the oil and gas industry. After reaching a peak in 2014, oil prices fell significantly in the second half of that year resulting in a significant depreciation of the Norwegian kroner and widening credit spreads. Although fluctuating somewhat in the following years, oil prices have stabilised at average levels well below the 2014 peak. Mainland GDP growth in Norway fell from 2.2 per cent. in 2014 to 1.4 per cent. in 2015 and to 1.1 per cent. in 2016. In 2017, growth gathered momentum and, was up at 2.0 per cent. for 2017. GDP growth is projected at 2.3 per cent. for 2018 and at 2.4 per cent. for 2019. (Source: *Statistics Norway, September 2018*). Due to significantly lower oil prices and slow growth in the international economy, investments and activity in the oil and gas sector have decreased. In the period from 2014 to 2016, oil investments fell by approximately 31 per cent. In 2017, oil investments decreased by approximately 2 per cent., but in 2018, oil investments are expected to increase by 2-3 per cent. (Source: *Central Bank's Monetary Policy Report September 2018*). There can be no assurance that this will be the case or that the volume of investments will not decrease further. Accordingly, continued low oil prices and reduced oil related investments may have an adverse effect on the Norwegian economy and the DNB Group's customers. The impact of these conditions could have a material adverse effect on the DNB Bank Group's business, financial condition and results of operations.

Stimulated by substantial cuts in interest rates, housing prices in Norway started to increase in early 2009. Following a moderate downturn in 2013, prices increased strongly from 2014 to 2016 and reached a peak in April 2017 (February 2017 in Oslo). According to Real Estate Norway, housing prices in Norway decreased by 1.1 per cent. in the 12 months ended December 2017, after having increased by about 28 per cent. over the three years ended 31st December, 2016. In Oslo, increases in housing prices were particularly strong, which was a major reason why the Ministry of Finance tightened the rules for home mortgage lending effective as of 1st January, 2017. The decrease in housing prices that followed was particularly significant in Oslo, which saw a decrease over 10.5 per cent. in 2017. Since the end of 2017, housing prices increased again towards the summer and have reduced slightly again after the summer. Currently housing prices for Norway are 4.5 per cent. higher than in the year 2017 and housing prices in Oslo are 7.3 per cent higher. Housing prices are now 1.8 per cent. below all time high in Norway and 6.2 per cent. below all time high in Oslo. Despite the increase in housing prices so far this year, high housing price levels combined with increased building activity and slow growth in household incomes suggest uncertainty regarding further developments in housing prices and a further correction in housing prices may occur. Interest rates are expected to increase and the stricter regulation of home mortgages may also continue to dampen housing price

growth. A correction in housing prices, if accompanied by weakened economic conditions and/or higher unemployment, could have a material adverse effect on the Norwegian economy and a material adverse effect on the DNB Bank Group's financial condition.

The unemployment rate in Norway has been at a historically low level in a European context. The unemployment rate in Norway at 31st December, 2008 (based on the Labour Force Survey; source: *Statistics Norway and Norges Bank*) amounted to 2.9 per cent. Unemployment rose sharply from spring 2014 to autumn 2015 and reached a peak of 5 per cent. in mid-2016, reflecting the decline in activity in the petroleum sector and weaker growth in the Norwegian economy. However, since then, the unemployment rate has decreased reaching 4.0 per cent. in October 2018 (based on the Labour Force Survey; source: *Statistics Norway and Norges Bank*).

Adverse economic developments of the kind described above, along with market turmoil and recessionary economic conditions, especially in European countries, have affected the DNB Bank Group's business in a number of ways and such developments may continue to affect, among other things, the income, wealth, liquidity, businesses and/or financial condition of the DNB Bank Group's customers, which, in turn, could further reduce the credit quality of the DNB Bank Group's loan portfolio and demand for the DNB Bank Group's financial products and services. In addition, in a context of continued market turmoil, recessionary economic conditions and increasing unemployment coupled with declining consumer spending, the value of assets collateralising the DNB Bank Group's secured loans could decline significantly, which could result in increased impairments. See "*—The DNB Bank Group is exposed to the risk of material deterioration in the quality of its loan portfolio and resulting impairments*".

Any or all of the conditions described above may have a material adverse effect on the DNB Bank Group's business, financial condition and results of operations, and measures implemented by the DNB Bank Group might not be adequate to reduce any credit, market and liquidity risks.

Risks Related to the DNB Bank Group's Loan Portfolio

The DNB Bank Group's business is significantly affected by credit risk.

The DNB Bank Group is subject to credit risk (the risk that the DNB Bank Group's borrowers and other counterparties are unable to fulfil their payments obligations). Adverse changes in the credit quality of the DNB Bank Group's borrowers or counterparties, a general deterioration in Norwegian, United States, European or global economic conditions or adverse changes arising from systemic risk in the global financial system could affect the recoverability and value of the DNB Bank Group's assets and require an increase in the DNB Bank Group's impairments. Any significant increase in the DNB Bank Group's credit risk may have a material adverse effect on its results of operations, financial condition or prospects.

The DNB Bank Group is exposed to the risk of material deterioration in the quality of its loan portfolio and resulting impairments.

The DNB Bank Group records impairments of its loans and guarantees in accordance with IFRS (as defined below). However, the impairments made are based on available information, estimates and assumptions, are subject to uncertainty and there can be no assurance that they will be sufficient to cover the amount of actual losses as they occur. Adverse changes in the credit quality of the DNB Bank Group's borrowers and counterparties or a decline in collateral values would likely require an increase in individual impairments and/or in collective impairments, which, in turn, would adversely affect the DNB Bank Group's financial performance.

The DNB Bank Group's exposure to corporate customers is particularly subject to adverse changes in credit quality in the current economic environment in the DNB Bank Group's markets. Further, actual loan losses and losses on other commitments vary over the business cycle. For

example, as some of the economies of the markets in which the DNB Bank Group operates have deteriorated over the past three years, credit risk associated with certain borrowers and counterparties in these markets has increased. A significant increase in the size of the DNB Bank Group's impairments, or write-offs of loans and guarantees not covered by impairments, would have a material adverse effect on the DNB Bank Group's business, financial condition and results of operations.

Oil-related exposures

As of 30th September, 2018, the DNB Bank Group's oil, gas and offshore portfolios together represented 5.2 per cent. of the total exposure at default. The significant drop in oil prices since the second half of 2014 has increased the risk related to this portfolio. The average day rates for deep water rigs have decreased since then and so has rig utilisation. There is a risk that the overall market balance will not improve for several years. The reduced rig activity has also led to reduced OSV (offshore supply vessel) demand and an increasing part of the fleet is in lay-up. The DNB Bank Group's increased losses in 2016 were mainly in oil-related industries and shipping. However, impairment losses were lower in 2017 than in 2016, with reduction in both impairment and collective impairment losses, reflecting more stable economic conditions and some recoveries on loans and guarantees previously written off. In the first three quarters of 2018, net impairment losses have had a positive impact on the Group's results due to recoveries on loans and guarantees previously written off. Reduced oil prices will continue to impact the oil-related industry, which could result in a material adverse effect on the cash flows of the companies operating in this industry. This could have a significant impact on oil, gas and offshore companies' profitability and, consequently, on their respective credit quality, thus leading to a material increase in impairments and/or losses experienced by the DNB Bank Group on its loan portfolio within this sector.

The shipping industry

As of 30th September, 2018, loans to customers in the shipping sector represented 3.7 per cent. of the total exposure at default. The DNB Bank Group is a major supplier of credit to the shipping industry. The shipping industry is driven, among other things, by growth in international trade. The downturn in the global economy has negatively impacted world trade and this has, in turn, resulted in material decreases in freight volumes and rates in the shipping industry as well as corresponding material decreases in the revenues of businesses in the shipping industry. The tanker, dry bulk and container sectors have been particularly affected with significant downward pressure on rates. Although rate pressures in the dry bulk and container markets seem to have significantly lessened, the tanker market remained challenging due to high deliveries of new ships coming into the market in 2017. Even though the DNB Bank Group bases its internal credit analysis of the shipping industry on low expected rate estimates, actual rates for the DNB Group's shipping segments have historically been volatile and could be lower than expected. There is a risk that a deterioration in economic conditions may continue to impact the shipping industry, resulting in a material adverse effect on the cash flows of the companies operating in this industry as well as the ship values and values of other assets that serve as collateral for credit provided to lenders within this industry. Any of these adverse effects could have a significant impact on shipping companies' profitability and, consequently, on their respective credit quality, thus leading to a material increase in impairments and/or losses experienced by the DNB Bank Group on its loan portfolio within this sector.

The real estate market

The DNB Bank Group provides mortgage lending both in the retail and corporate markets. More than half of the DNB Bank Group's total loan exposure is towards real estate (commercial real estate and residential mortgages). Accordingly, a decline in the value of real estate, whether as a result of developments in the broader economy, a reduction in the availability of credit or otherwise, could significantly reduce the value of the collateral for these loans and, if accompanied by weakened economic conditions and/or higher unemployment, could have a material adverse effect on the quality of the DNB Bank Group's real estate loans. This could, in turn, lead to a material increase in impairments recorded by the DNB Bank Group on its loan portfolio within this sector.

Counterparty defaults could have a material adverse effect on the DNB Bank Group.

The DNB Bank Group routinely executes transactions with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, funds and other institutional and corporate customers. Many of these transactions expose the DNB Bank Group to the risk that its counterparty in a foreign exchange, interest rate, commodity, equity or credit derivative contract will default on its obligations prior to maturity when the DNB Bank Group has an outstanding claim against that counterparty. Due to volatility in foreign exchange and fixed income markets since 2007, this risk has remained at an elevated level compared to the period preceding the global financial and economic crisis. This counterparty risk may also be exacerbated when the collateral held by the DNB Bank Group cannot be realised or is liquidated at prices insufficient to recover the full amount of counterparty exposure. As a consequence of its transactions in financial instruments, including foreign exchange rate and derivative contracts, the DNB Bank Group is also exposed to settlement risk and transfer risk. Settlement risk is the risk of losing the principal on a financial contract due to default by the counterparty or after the DNB Bank Group has given irrevocable instructions for a transfer of a principal amount or security, but before receipt of the corresponding payment or security has been finally confirmed. Transfer risk is the risk attributable to the transfer of money from a country other than the country where a borrower is domiciled, which is affected by the changes in the economic conditions and political situation in the relevant countries. Any of the foregoing could have a material adverse effect on the DNB Bank Group's business, financial condition and results of operations.

The DNB Bank Group is exposed to sectoral and individual borrower credit concentration risks.

The DNB Bank Group has significant credit exposure to certain sectors, with the largest sector being residential mortgages, followed to a lesser extent by commercial real estate, oil, gas and offshore and shipping. In the event that any of these sectors experiences increasingly difficult business or operating conditions, it could have a material impact on the DNB Bank Group's asset quality and results of operations, financial condition or prospects.

In addition, the DNB Bank Group has significant credit exposure to certain individual borrowers. In the event that any of these borrowers experiences increasingly difficult business or operating conditions, it could have a material impact on the DNB Bank Group's results of operations.

Risks Related to Market Exposure

The DNB Bank Group's business is sensitive to volatility in interest rates and to changes in the competitive environment affecting spreads on its lending and deposits.

The DNB Bank Group is subject to the risks typical of banking activities, including interest rate fluctuations. Changes in interest rate levels, yield curves and spreads may affect the DNB Bank Group's lending and deposit spreads. The DNB Bank Group is exposed to changes in the spread

between the interest rates payable by it on deposits or its wholesale funding costs and the interest rates that it charges on loans to customers and other banks. Although both the interest rates payable by DNB Bank Group on deposits and the interest rates that it is able to charge on loans to customers and credit institutions are, in each case, mainly floating rates or swapped into floating rates, there is a risk that the DNB Bank Group will not be able to reprice its floating rate assets and liabilities at the same time, giving rise to repricing gaps in the short or medium term. As applicable interest rates on several deposits are close to zero, it may not be possible in the future to offset in full or in part a decrease in interest rates on loans to customers by a corresponding decrease in interest rates on deposits.

The DNB Bank Group is also subject to intense competition for customer deposits and the current low interest rate environment puts pressure on the DNB Bank Group's deposit spreads. The DNB Bank Group may not be able to lower its funding costs, whether relating to deposits or wholesale funding, in line with decreases in interest rates on its interest-bearing assets.

Interest rates are sensitive to several factors that are out of the DNB Bank Group's control, including fiscal and monetary policies of governments and central banks, as well as domestic and international political conditions. An increase in interest rates could reduce the demand for credit, as well as contribute to an increase in defaults by the DNB Bank Group's customers. Conversely, a reduction in the level of interest rates may adversely affect the DNB Bank Group through, among other things, a decrease in demand for deposits and an increase in competition in deposit-taking and lending to customers. As a result of these factors, significant changes or volatility in the interest rates could have a material adverse impact on the business, financial condition or results of operations of the DNB Bank Group.

The DNB Bank Group has implemented risk management methods to mitigate and control these and other market risks and exposures are constantly measured and monitored. However, it is difficult to predict changes in economic or market conditions and to anticipate the effects that such changes could have on the DNB Bank Group's financial performance and results of operations. While the DNB Bank Group undertakes hedging operations in order to reduce its exposure to interest rate risk, it does not hedge all of its risk exposure and there can be no assurance that its hedging strategies will be successful. If the DNB Bank Group is unable to adjust the interest rate payable on deposits in line with the changes in market interest rates receivable by it on loans or if the DNB Bank Group's monitoring procedures are unable to manage adequately the interest rate risk, its interest income could rise less or decline more than its interest expense, in which case the DNB Bank Group's results of operations and financial condition or prospects could be negatively affected.

The DNB Bank Group is exposed to foreign exchange rate risk and the risk of devaluation or depreciation of any of the currencies in which it operates.

Changes in exchange rates, particularly in the NOK-USD and NOK-EUR exchange rates, affect the value of assets and liabilities denominated in foreign currencies and may affect income from foreign exchange lending and trading. Lower oil prices towards the end of 2014 resulted in a significant depreciation of the Norwegian kroner. During 2015, oil prices continued to decrease and the Norwegian kroner weakened further. Although the oil prices have increased somewhat in 2016, in 2017 and so far in 2018, the Norwegian kroner has not strengthened correspondingly. The DNB Bank Group's reporting currency is the Norwegian kroner. However, a substantial portion of its assets and liabilities are denominated in currencies other than the Norwegian kroner, giving rise to translation risk. Balance sheet items, including monetary assets and liabilities, of foreign branches and subsidiaries in currencies other than the NOK are translated into Norwegian kroner according to exchange rates prevailing on the balance sheet date, while profit and loss items are translated according to exchanges rates on the transaction date. Changes in net assets resulting from exchange rate movements are recognised in the income statement. A devaluation or depreciation of any such other currency in which the DNB Bank Group operates or in which it has credit exposures may result

in significant losses for the DNB Bank Group. In addition, a depreciation of the NOK against other currencies in which loans are made to customers would result in an increase in the DNB Bank Group's loan portfolio, which would result in an increase in risk-weighted assets and have a negative impact on capital ratios. In order to mitigate this translation risk, the DNB Bank Group seeks to hedge foreign exchange risk by seeking to match the currency of its assets with the currency of the liabilities that fund them. However, there can be no assurance that these hedging activities will be effective in part or in full, and hedge counterparties are subject to credit risk.

The DNB Bank Group is exposed to market risk.

Market risk includes both risk which arises through ordinary trading activities and risk which arises as part of banking activities and other business operations. Trading activities in the Bank mainly include market making, facilitation of corporate financing and proprietary trading. Market risk in banking activities can be broadly divided into risk related to the management of equity investments and risks stemming from the Group Treasury function. The Group Treasury is responsible for managing market risk stemming from funding activities, liquidity management, as well as asset and liability management. The most significant market risk factors are interest rate risk, credit spread risk arising in the bond portfolios and basis swap spread risk from the hedging of currency risk in connection with funding in foreign currencies. The fair value of financial instruments held by the DNB Bank Group, including bonds (government, corporate and mortgage), equities, cash in various currencies, investments in private equity, hedge and credit funds, commodities and derivatives (including credit derivatives), is sensitive to volatility of and correlations between various market variables, including interest rates, credit spreads, equity prices and foreign exchange rates. To the extent volatile market conditions persist or recur, the fair value of the DNB Bank Group's bond, derivative and structured credit portfolios, as well as other classes of assets, could decrease, and therefore cause the DNB Bank Group to record mark-to-market losses. Future valuations of the assets for which the DNB Bank Group has already recorded or estimated mark to market losses, which will reflect the then prevailing market conditions, may result in significant changes in the fair values of these assets. Further, certain financial instruments are recorded at fair value, which is determined by using financial models incorporating assumptions, judgments and estimations that are inherently uncertain and which may change over time or may ultimately be inaccurate. Any of these factors could require the DNB Bank Group to recognise further mark-to-market losses, which may have a material adverse effect on the DNB Bank Group's business, financial condition and results of operations. In addition, because the DNB Bank Group's trading and investment income depends to a great extent on the performance of financial markets, volatile market conditions could result in a significant decline in the DNB Bank Group's trading and investment income or result in a trading loss, which, in turn, could have a material adverse effect on the DNB Bank Group's business, financial condition and results of operations.

Moreover, the fair value of certain of the DNB Bank Group's exposures could be difficult to estimate due to illiquid markets for certain asset classes. Valuations in future periods, reflecting then-prevailing market conditions, may result in significant changes in the fair values of the DNB Bank Group's exposure, even in respect of exposures such as credit market exposures, for which the DNB Bank Group has previously recorded valuation losses. In addition, the values of financial instruments are subject to uncertainty as they are based on estimates, assumptions and available information. As a result, estimates of fair value may differ materially both from estimates made by other financial institutions and from the values that would have been used if a market for these assets had been readily available. Thus, the value ultimately realised by the DNB Bank Group may be materially different from the current or estimated fair value. Any such difference could have a material adverse effect on the financial condition and/or liquidity of the DNB Bank Group.

To mitigate its exposure to the volatility in market pricing of certain of its assets, the DNB Bank Group uses fair value hedging to manage interest rate risk on long-term borrowings. In dislocated markets, hedging and other risk management strategies have proven not to be as effective as they are under normal market conditions due in part to the decreasing credit quality of hedge counterparties, including credit derivative product companies. Any deterioration in economic and financial market conditions could lead to impairment charges and mark-downs and an illiquid market for financial instruments could cause spreads to widen, thus adversely affecting the pricing of financial instruments.

The DNB Bank Group has implemented risk management methods to mitigate and control these and other market risks to which it is exposed and exposures are constantly measured and monitored. However, it is difficult to predict changes in economic or market conditions and to anticipate the effects that such changes could have on the DNB Bank Group's financial performance and business operations.

Risks Related to Liquidity and Funding

Liquidity risk is inherent in the DNB Bank Group's operations; this risk may be exacerbated by current conditions in the global financial markets.

The DNB Bank Group is dependent on access to sufficient liquidity on acceptable terms in order to be able to meet its obligations as they fall due. This liquidity risk is inherent in banking operations and can be heightened by a number of enterprise-specific factors, including over-reliance on a particular source of funding (including, for example, short-term and overnight funding), changes in credit ratings or market-wide phenomena such as market dislocation and major disasters.

The DNB Bank Group is dependent on sufficient funding in order to carry out its lending business. The Bank's funding requirements are, as for most commercial banks, largely covered through customer deposits. Deposits are subject to fluctuation due to certain factors outside the DNB Bank Group's control, such as competitive pressures, loss of customer confidence, depositors' concerns relating to the economy in general, the financial services industry or the DNB Bank Group specifically, ratings downgrades, deterioration in economic conditions and the existence and extent of deposit guarantees which, under Norwegian law, currently apply to deposits up to NOK 2 million. The Norwegian government has stated that it will maintain the limit of NOK 2 million (and not decrease the limit to EUR 100,000) and is still in discussions with the EU in this regard. Any future decrease in the deposit guarantee limit following these discussions and any of the other above-mentioned factors on their own or in combination could lead to a reduction in the DNB Bank Group's ability to access customer deposit funding on acceptable terms in the future and to sustained deposit outflows within a short period of time, both of which would have an impact on the DNB Bank Group's ability to fund its operations and meet its minimum liquidity requirements. In addition, any uncertainty regarding the DNB Bank Group's financial position may lead to withdrawals of deposits, resulting in a funding deficit for the DNB Bank Group.

A substantial part of the DNB Bank Group's liquidity and funding requirements is also met through ongoing access to wholesale lending markets, including issuance of long-term debt market instruments such as covered bonds. The volume of these funding sources, in particular long-term funding, may be constrained during periods of reduced liquidity. Even a perception among market participants that a financial institution is experiencing greater liquidity risk can cause significant damage to the institution.

The DNB Bank Group's liquidity could also be impaired by an inability to sell assets or redeem its investments, other outflows of cash or deterioration in the value of its collateral. These situations may arise due to circumstances that the DNB Bank Group is unable to control, such as general market disruption, loss of confidence in financial markets, uncertainty and speculation

regarding the solvency of market participants, credit rating downgrades or operational problems that affect third parties. Although the DNB Bank Group expends significant effort in liquidity risk management and focuses on maintaining liquidity surplus in the short term, the DNB Bank Group is exposed to the general risk of liquidity shortfalls and cannot ensure that the procedures in place to manage such risks will be suitable to eliminate liquidity risk. Turbulence in the global financial markets and economy may adversely affect the DNB Bank Group's liquidity and the willingness of certain counterparties and customers to do business with the DNB Bank Group. The inability of the DNB Bank Group to anticipate and provide for unforeseen decreases or changes in funding sources could have a material adverse effect on the DNB Bank Group's business, results of operations, financial condition or prospects.

The DNB Bank Group's funding costs and its access to the debt capital markets depend significantly on its credit ratings.

As of the date of this Base Prospectus, the Bank is rated "Aa2" (negative outlook) by Moody's, "A+" (positive outlook) by S&P and "AA (low)" by DBRS Rating Limited. The negative outlook from Moody's primarily reflects the potential rating pressure from the upcoming implementation of the BRRD (as defined below) in Norway, which will trigger a reassessment of Moody's government support assumptions. Consequently, Moody's may downgrade the DNB Bank Group's rating to "Aa3" following implementation. In addition, the negative outlook reflects the receding negative pressure on DNB Bank Group's asset risk profile related to challenges in the oil-related portfolio.

The DNB Bank Group's business is also significantly affected by the credit rating of the Bank's subsidiary DNB Boligkreditt AS ("**DNB Boligkreditt**"). As of 30th September, 2018, DNB Boligkreditt's outstanding covered bonds were rated "Aaa" by Moody's and "AAA" by S&P. There can be no assurance that the rating agencies will not downgrade the ratings of the Bank or the ratings of the Bank's or DNB Boligkreditt's debt instruments (including the Programme and Notes issued under the Programme) either as a result of the DNB Bank Group's or DNB Boligkreditt's financial position or changes to applicable rating methodologies used by Moody's, S&P and any other relevant rating agency. A rating agency's evaluation of the DNB Bank Group or DNB Boligkreditt may also be based on a number of factors not entirely within the control of the DNB Bank Group or DNB Boligkreditt, such as conditions affecting the financial services industry generally. Any reduction in the Bank's credit ratings or the ratings of its or DNB Boligkreditt's debt instruments could adversely affect the DNB Bank Group's liquidity and competitive position, undermine confidence in the DNB Bank Group, increase its borrowing costs, limit its access to the capital markets or limit the range of counterparties willing to enter into transactions with it. Such developments could have a material adverse effect on the DNB Bank Group's business, financial situation, results of operations, liquidity and/or prospects.

Other Risks Related to the DNB Bank Group's Business

The DNB Bank Group's success depends on its ability to maintain its customer base.

The DNB Bank Group's success depends on its ability to maintain its customer base and to offer its customers a wide range of high quality and competitive products as well as consistently high levels of service, delivered through channels acceptable to its customers. The DNB Bank Group has sought to achieve this objective by segmenting its branch networks to better serve the diverse needs of each industry segment through, among other things, cross-selling the products and services of the DNB Group's subsidiaries through its marketing and distribution networks and investing in digital delivery channels while closing little-used branches. Any failure to maintain the DNB Bank Group's customer base or to offer the DNB Bank Group's customers a wide range of high quality and competitive products or consistently high levels of service and competitive delivery channels could have a material adverse effect on the DNB Bank Group's results of operations, financial condition or prospects.

The DNB Bank Group is exposed to systemic risk.

Given the high level of interdependence between financial institutions, the DNB Bank Group is and will continue to be subject to the risk of deterioration in the commercial and financial soundness, or perceived soundness, of other financial institutions. Within the financial services industry, the default of any one institution could lead to defaults by other institutions. Concerns about, or a default by, one institution could lead to significant liquidity problems, losses or defaults by other institutions, because the commercial and financial soundness of many financial institutions may be closely related as a result of their credit, trading, clearing or other relationships. Even the perceived lack of creditworthiness of, or questions about, a counterparty may lead to market-wide liquidity problems and losses or defaults by the DNB Bank Group or by other institutions. This risk is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with whom the DNB Bank Group interacts on a daily basis. Systemic risk could have a material adverse effect on the DNB Bank Group's ability to raise new funding and on its business, financial condition, results of operations, liquidity and/or prospects.

The DNB Bank Group is exposed to operational risks, including network interruptions and other failures or inadequacies in risk management and internal control procedures.

The DNB Bank Group's business is dependent on its ability to process a very large number of transactions efficiently and accurately. Operations are carried out through a number of entities and also through internet banking platforms. Internet banking is increasingly important to the DNB Bank Group, as its customers shift away from branch operations and towards internet banking platforms, including mobile banking. Increased digitalisation increases the risk of operational disruptions and cybercrime, which can pose a threat to financial stability.

Operational risk and losses, including monetary damages, reputational damage, costs and direct and indirect financial losses and/or impairments, can result from a variety of causes, including: inadequacies or failures in internal processes, systems (e.g., information technology systems) or licenses from external suppliers; fraud or other criminal actions; employee errors; failure of outsourced services; failure to properly document transactions or agreements with customers, vendors, sub-contractors, co-operation partners and other third parties, failure to obtain or maintain proper authorisation; customer complaints; failure to comply with regulatory requirements, including but not limited to anti-money laundering, data protection and antitrust regulations or conduct of business rules; equipment failures; failure to protect the DNB Bank Group's assets, including intellectual property rights and collateral; failure of physical and security protection; natural disasters or the failure of external systems, including those of the DNB Bank Group's suppliers or counterparties; and failure to fulfil the DNB Bank Group's obligations, contractual or otherwise. In particular, the DNB Bank Group and its customers have recently been, and may continue to be, affected by a number of serious network problems, which have affected certain of the DNB Bank Group's internet banking and cash machine functions, resulting in intermittent service interruptions. See also "*—The DNB Bank Group is increasingly dependent on information technology systems, which may fail, may not be adequate to the tasks at hand or may no longer be available*".

Although the DNB Bank Group has implemented risk controls and loss mitigation precautions and substantial resources are devoted to developing efficient procedures and to staff training, it is not possible to implement procedures which are fully effective in controlling operational risks. Some of the risk mitigating measures used by the DNB Bank Group are based on historical information and the DNB Bank Group's current policies may not comprehensively address the full impact of any financial crisis or other unforeseen circumstances. Thus, as future development may significantly differ from observed historical development, there is a risk that such measures are inadequate in predicting future risk exposure. Furthermore, risk management methods may rely on estimates, assumptions and available information that may be incorrect or outdated. Any failure to successfully execute the

DNB Bank Group's operational risk management and control policies could have a material adverse effect on the DNB Bank Group's financial condition and results of operations.

The DNB Bank Group is increasingly dependent on information technology systems, which may fail, may not be adequate to the tasks at hand or may no longer be available.

Banks and their activities are increasingly dependent on highly sophisticated information and communication technology ("**ICT**") systems, including a significant shift away from physical bank branches and towards greater reliance on internet websites and the development and use of new applications on smartphones. ICT systems are vulnerable to a number of problems, such as software or hardware malfunctions, interruptions in network availability, hacking, human error, physical damage to vital ICT centres and computer viruses. Harmonising ICT systems across the DNB Bank Group to create a consistent ICT architecture poses significant challenges.

ICT systems need regular upgrading to meet the needs of changing business and regulatory requirements and to keep pace with possible expansion into new markets and the greater use, development and reliance on information and communication technology more broadly. The DNB Bank Group may not be able to implement necessary upgrades on a timely basis and upgrades may fail to function as planned. In addition to costs that may be incurred as a result of any failure of its ICT systems or technical issues associated with, as well as the general cost of, upgrading its ICT systems, the DNB Bank Group could face fines from bank regulators if its ICT systems fail to enable it to comply with applicable banking or reporting regulations, including data protection regulations.

The DNB Bank Group maintains back-up systems for its operations, with one of those back-up systems being located in Norway, outside of its premises. However, there are limited scenarios, for example in the event of a major catastrophe resulting in the failure of its ICT systems, where the DNB Bank Group could lose certain recently entered data with regard to its Norwegian operations or could lose more significant portions of data with regard to its international operations.

The DNB Bank Group is reliant on its outsourcing contracts for the maintenance and operation of its ICT systems. Should these companies become unwilling or unable to fulfil their obligations under the relevant outsourcing contract, the DNB Bank Group could find the effective functioning of its ICT systems compromised. In particular, the DNB Bank Group and its customers have been, and may in the future become, affected by network problems which relate to third-party suppliers and which have affected and might affect in the future certain of the DNB Bank Group's internet banking and cash machine functions, resulting in service interruptions. A major disruption to the DNB Bank Group's ICT systems, whether under the scenarios outlined above or under other scenarios, could have a material adverse effect on the normal operation of the DNB Bank Group's business and thus on its financial condition and results of operations.

Cybercrime

Similar to all major financial institutions, the DNB Bank Group's activities have been, and are expected to continue to be, subject to an increasing risk of ICT crime in the form of Trojan attacks and denial of service attacks, the nature of which is continually evolving. Cybersecurity risks are foremost related to the DNB Bank Group's internet bank users and include potential unauthorised access to privileged and sensitive customer information, including internet bank credentials as well as account and credit card information. The DNB Bank Group has made investments to address threats from cyber attacks, but there can be no assurance that these investments will be successful in part or in full or without significant additional expenditures. The DNB Bank Group may experience security breaches or unexpected disruptions to its systems and services in the future, which could, in turn, result in liabilities or losses to the DNB Bank Group, its customers and/or third parties and have an adverse effect on the DNB Bank Group's business, reputation and results of operations.

The DNB Bank Group is subject to a variety of risks as a result of its operations outside the Nordic markets.

The DNB Bank Group's operations outside the Nordic markets (e.g., in Poland, India and China) present various emerging market risks that do not apply, or apply to a lesser degree, to its businesses in the Nordic markets. In particular, the DNB Bank Group faces increased economic and political risk, including economic volatility, recession, inflationary pressure, exchange rate fluctuation risk and interruption of business, as well as increased risk of civil unrest, moratorium, imposition of exchange controls, sanctions relating to specific countries, expropriation, nationalisation, renegotiation or nullification of existing contracts, sovereign default and changes in law or tax policy.

Competition in Norway and in the international markets in which the DNB Bank Group operates could have a negative effect on the DNB Bank Group's business.

The DNB Bank Group faces intense competition in all of its areas of operation (including, among others, corporate and retail banking, investment banking and real estate brokering), both in Norway and the international markets in which it operates. Competition for customer lending and deposits is affected by customer demand, technological changes, the impact of consolidation in the banking industry, regulatory actions and other factors. The DNB Bank Group's competitors are principally commercial and investment banks. The reoccurrence of a financial crisis could introduce additional competitive challenges, as during such crises many national governments seek to provide support in a variety of forms to banks organised in their jurisdictions. Depending on the level of government support and the financial strength of the banks in question, this support could strengthen the competitive position of these banks and intensify the competition faced by the DNB Bank Group. Mergers and acquisitions involving the largest Norwegian banks have resulted in a significant concentration of market share, a trend which may continue. Competition has further increased with the emergence of additional distribution channels such as internet and mobile telephone banking. If the DNB Bank Group is unable to provide competitive product and service offerings, it may fail to attract new customers and/or retain existing customers, experience decreases in its interest income and fee and commission income and/or lose market share, the occurrence of any of which could have a material adverse effect on its business, financial condition and results of operations. Although the DNB Bank Group believes it is in a strong position to continue to compete in the markets in which it operates, there can be no assurance that it will be able to continue to do so.

The DNB Bank Group could fail to attract or retain suitably qualified senior management or other key employees.

The DNB Bank Group's performance is, to a large extent, dependent on the talents and efforts of highly skilled individuals and the continued ability of the DNB Bank Group to compete effectively and implement its strategy depends on its ability to attract new employees and retain and motivate existing employees. Competition from within the financial services industry, including from other financial institutions, as well as from businesses outside the financial services industry for key employees is intense. Any loss of the services of key employees, particularly to competitors, or the inability to attract and retain highly skilled personnel in the future or the need to replace any senior management as a result of failures or perceived failures in management of the DNB Bank Group could have an adverse effect on the DNB Bank Group's business.

Risks Related to the Legal and Regulatory Environments in which the DNB Bank Group Operates

The financial services industry is subject to intensive regulation, including capital adequacy regulation, and the regulatory framework is undergoing major changes.

The DNB Bank Group's business is subject to ongoing regulatory and associated risks. The DNB Bank Group is subject to financial services laws and regulation (including, but not limited to, those relating to capital adequacy, conduct of business, anti-money laundering, payments, consumer credits, reporting and corporate governance), as well as administrative actions and policies in Norway and in each other jurisdiction in which the DNB Bank Group carries on business. The Financial Supervisory Authority of Norway (in Norwegian: *Finanstilsynet*) (the "**Norwegian FSA**") is the DNB Bank Group's primary regulator, although DNB Bank Group is also subject to the supervision of regulators in each country where it has a branch or representative office, including Poland.

The DNB Bank Group is required to maintain certain capital adequacy ratios, which are calculated in accordance with Basel III requirements, as implemented in Norwegian law and regulations (including the transitional Basel I floor). Any increase in the DNB Bank Group's risk-weighted assets due to, among other things, a reduction in the internal credit ratings of borrowers, market volatility, widening credit spreads, changes in foreign exchange rates, decreases in collateral values or further deterioration in the economic environment could potentially reduce the DNB Bank Group's capital adequacy ratios. If the DNB Bank Group were to experience a reduction in its capital adequacy ratios for any reason (including due to a change in the regulatory capital framework, as described below), it may have to reduce its lending or investments in other operations or, in more severe circumstances, raise further capital.

Changes in the supervision and regulation of financial institutions, particularly in Norway, could materially affect the DNB Bank Group's business, the products and services offered or the value of its assets. Areas where changes or developments in regulation and/or oversight could have an adverse impact include, but are not limited to (i) general changes in government and regulatory policies or regimes which may significantly influence investor decisions or may increase the costs of doing business in the Nordic markets, other European markets and such other markets where the DNB Bank Group carries out its business, (ii) changes in the capital adequacy framework and imposition of onerous compliance obligations, (iii) changes in competition and pricing environments, (iv) differentiation among financial institutions by governments with respect to the extension of guarantees of customer deposits and the terms attaching to such guarantees and (v) expropriation, nationalisation, confiscation of assets and changes in legislation relating to foreign ownership, producing legal uncertainty, which, in turn, may affect demand for the DNB Bank Group's products and services.

Capital adequacy and liquidity requirements

At the international level, a number of regulatory and supervisory initiatives have been implemented in recent years in order to increase capital requirements, increase the quantity and quality of capital and raise liquidity levels in the banking sector. Among such initiatives are a number of specific measures proposed by the Basel Committee on Banking Supervision (the "**Basel Committee**") and implemented by the EU through CRD IV (as defined below).

In 2013, the EU adopted a legislative package to strengthen the regulations of the banking sector and to implement the Basel III agreement in the EU legal framework, which resulted in increased capital requirements. This package included the directive of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms dated 26th June, 2013 and published in the Official Journal of the European Union on 27th June, 2013 (the "**CRD IV**") and the Regulation 575/2013 of the European Parliament and of the Council of 26th June, 2013 on prudential requirements for credit institutions and investment firms (the "**CRR**").

The CRD IV and the CRR have not yet been implemented into the Agreement on the European Economic Area, which entered into force on 1st January, 1994, (the "EEA Agreement"), meaning that Norway is not yet directly bound by the rules set out therein. The Norwegian authorities have, however, provided for early implementation of the capital requirements. Norway introduced new capital requirements as of 1st July, 2013 by making amendments to the Norwegian Financial Institutions Act of 10 June 1988 No. 40 (the "**Old Financial Institutions Act**"). With effect from 1st January 2016, the Old Financial Institutions Act was replaced by the Act on Financial Institutions and Financial Groups of 10 April, 2015 No. 17 (*Lov om finansforetak og finanskonsern av 10. april 2015 No. 17*) (the "**Financial Institutions Act**"). The Financial Institutions Act consolidated several legislative acts relevant for financial institutions such as banks as the first step in the adaptation to the CRR/CRD IV.

On 30th April, 2018, Finanstilsynet published a proposal for final implementation of the CRR/CRD IV in Norway. The proposal has been subject to public consultation and is expected to be implemented in 2019. According to the proposal, the CRR should be implemented as is, and the provisions of CRD IV not yet implemented in Norway will be reflected in Norwegian legislation.

The capital adequacy requirements for banks consist of two pillars. Pillar 1 encompasses minimum capital requirements determined by the political authorities. As per the provisions of the Financial Institutions Act, banks must hold capital at least equal to 8 per cent. of their risk-weighted assets ("**RWAs**"), within which at least 4.5 per cent. must be common equity tier 1 capital and at least 6 per cent. must be tier 1 capital.

In addition, the Financial Institutions Act imposes various capital buffer requirements which must be met by Norwegian financial institutions, all consisting of common equity tier 1. As of 1st January, 2018, the capital buffer requirements consisted of (i) a conservation buffer of 2.5 per cent. of RWAs, (ii) a systemic risk buffer of 3 per cent. of RWAs and (iii) a counter-cyclical buffer of 2 per cent. of RWAs. Financial institutions (including the DNB Group as a whole and the Bank) which the Norwegian authorities have designated as systemically important must also comply with a buffer for systemically important financial institutions of 2 per cent. of RWAs in order to mitigate systemic risk.

Accordingly, as of 1st January, 2018, the minimum common equity tier 1 capital requirement, including the buffer requirements, was set at 14 per cent. of RWAs for financial institutions which the Norwegian authorities have designated as systemically important and 12 per cent. of RWAs for other Norwegian banks.

Under CRD IV, each EU Member State is responsible for setting a counter-cyclical buffer rate applicable to exposures in its own jurisdiction. The relevant authorities in the other EU Member States are required to apply such rate to the exposures in that jurisdiction of the banks which they regulate (with discretion whether to recognise a rate higher than 2.5 per cent. of RWAs). The counter-cyclical buffer rate applicable to a particular bank will be the weighted average of the counter-cyclical buffer rates in those jurisdictions where such bank has exposures from time to time (with the bank's home relevant authority determining the applicable counter-cyclical buffer rate for exposures in jurisdictions outside the EU or in any EU jurisdiction where the relevant authority has not set a counter-cyclical buffer rate).

On 28th September, 2016, the Ministry of Finance passed a regulation proposed by the Norwegian FSA amending the regulation on the buffer requirement and providing that the Norwegian counter-cyclical buffer rate will be applicable in relation to a Norwegian bank's exposure both in Norway and in any EEA jurisdiction or any other jurisdiction which has not set a counter-cyclical buffer rate and that for a bank's exposure in any EEA jurisdiction or any other jurisdiction where the relevant local authority has set a counter-cyclical buffer rate such rate shall be applied unless the Norwegian Ministry of Finance decides otherwise. The regulation became effective as of 1st October, 2016. As a result, the Bank's effective counter-cyclical buffer rate as of 1st October, 2018 was approximately 1.6 per cent. of RWAs.

The level of the counter-cyclical buffer will be re-assessed by the Ministry of Finance and the relevant authorities in each other Member State each quarter and may result in an increase or a decrease in the rate. A decision to increase the requirement may normally enter into force no earlier than 12 months following such decision.

CRD IV permits regulators to require the banks which they regulate to hold additional capital, often referred to as "**Pillar 2**" capital requirements. The Norwegian FSA's Pillar 2 requirements are in addition to the Pillar 1 requirements and are expected to reflect institution-specific capital requirements relating to risks which are not covered or only partly covered by Pillar 1. Further to the Norwegian FSA's Supervisory Review and Evaluation Process ("**SREP**") for 2018, the Pillar 2 requirement for the Bank, the DNB Bank Group and the DNB Group has been set at 1.8 per cent. of RWAs and must be met with common equity tier 1 capital. Thus, the total common equity tier 1 capital requirement was approximately 15.4 per cent. as of 1st October, 2018. The Pillar 2 requirement is the supervisory authority's assessment of many factors at a given point in time and may be revised upwards or downwards on an ongoing basis to address the specific risk profile of the institution being regulated. In its 2018 SREP letter to the Bank, the DNB Bank Group and the DNB Group, the Norwegian FSA also advised the Bank, the DNB Bank Group and the DNB Group to hold a common equity tier 1 capital buffer of approximately 1.0 per cent. on top of the total common equity tier 1 capital requirement.

Based on this, the DNB Bank Group has set a target for its common equity tier 1 capital ratio of 16.3 per cent. As of 30th September, 2018 the DNB Bank Group reported a total common equity tier 1 capital ratio of 16.5 per cent.[1] and a total capital ratio of 20.9 per cent[2].

The Basel III framework also provided for capital requirements based on total (i.e., non-risk weighted) assets, referred to as leverage ratio requirements. On 20th December, 2016, the Ministry of Finance resolved to impose a requirement for leverage ratio of 3 per cent. for banks, finance companies, holding companies in financial groups and investment firms who provides certain investment services, as well as a general buffer requirement of 2 per cent. for banks and an additional buffer requirement of 1 per cent. for systemically important banks. Any entity which does not comply with the leverage ratio requirements must send a plan to the Norwegian FSA within five business days with a timetable for the required increase of the leverage ratio. If the Norwegian FSA does not consider the plan to be sufficient, it can order the entity to implement various types of measures to remedy the situation. The regulation setting out the leverage ratio requirements has been effective as of 1st January, 2017 and states that the requirements have been applicable as of 30th June, 2017. Under the requirements, the Bank and the DNB Bank Group (on a consolidated basis) is required to have a leverage ratio of 6 per cent. and DNB ASA and the DNB Group (on a consolidated basis) will be required to have a leverage ratio of 6 per cent. As at 30th September, 2018, the leverage ratio of the DNB Group was 7.1 per cent. and the leverage ratio of the DNB Bank Group was 7.0 per cent.

In December 2017, the Basel Committee adopted changes to several parts of the Basel III standards for capital adequacy assessments, aiming, among other things, to ensure greater consistency between banks' reported capital adequacy figures and capital requirements. The changes include adjustments to the standardised approach and the internal ratings-based approach, as well as the introduction of a new capital floor. The new capital floor requirement will reduce differences in risk weights and result in more harmonised capital requirements across national borders. However, the changes to Basel III are not planned to take effect until 1st January, 2022, with a five-year phase-in period. The EU is expected to adopt the recommendations by amending its legislation. This legislation will also be applicable in Norway through the EEA Agreement.

The nature of the DNB Bank Group's business as well as external conditions are constantly changing. As a result and to ensure compliance with the changing regulatory landscape, the DNB

[1] Including 50 per cent. of profit for the period.
[2] Including 50 per cent. of profit for the period.

Bank Group may need to increase its capital ratios in the future by reducing its lending or investment in other operations or raising additional capital. Such capital, whether in the form of debt financing, hybrid capital or additional equity, may not be available on attractive terms or at all. In addition, it is difficult to predict what regulatory requirements relating to capital may be imposed in the future or accurately estimate the impact that any currently proposed regulatory changes may have on the business, the products and services offered by DNB Bank Group and the values of its assets. For example, if any entity of the DNB Bank Group is required to make additional provisions, increase its reserves or capital, or exit or change its approach to certain businesses as a result of the initiatives to strengthen the regulation of credit institutions, this could materially adversely affect the DNB Bank Group's and/or the DNB Group's results of operations or financial condition.

The Basel III framework also aimed to raise liquidity levels in the banking sector. CRD IV includes requirements relating to the liquidity coverage ratio (the "**LCR**"). The Norwegian Ministry of Finance has introduced a LCR requirement of 100 per cent. for each significant currency. Due to the limited size of the domestic capital market, the minimum requirement for LCR in NOK is set at 50 per cent. for banks that have U.S.$ and/or euro as other significant currencies. The lack of NOK LCR should be fulfilled by either U.S.$ or euro. The LCR requirement for euro and U.S.$ is, thus, in practice, 100 per cent. plus the lack of NOK LCR. As a result and to ensure compliance with changes in these rules, the DNB Bank Group and the DNB Group may need to hold additional liquid assets, which may have an adverse effect on its results of operations or financial condition.

A net stable funding ratio ("**NFSR**") has also been proposed with the Basel III framework. This funding seeks to calculate the proportion of long-term assets which are funded by long-term stable funding. Norway has so far not implemented NSFR liquidity rules pending further developments in EU regulations governing NSFR.

On 23rd November, 2016, the European Commission published legislative proposals for amendments to the CRR, the CRD IV, the BRRD and Regulation (EU) No. 806/2014 establishing a Single Resolution Mechanism for the Banking Union and proposed an amending directive to facilitate the creation of a new asset class of "non-preferred" senior debt (the "**Proposals**"). The Proposals cover multiple areas, including the Pillar 2 framework, the leverage ratio, the mandatory restrictions on distributions, the permission for reducing own funds and eligible liabilities, the macroprudential tools, a new category of "non-preferred" senior debt, the MREL (as defined below) framework and the integration of the Financial Stability Board's proposed minimum total loss-absorbing capacity into EU legislation. The Proposals are to be considered by the European Parliament and the Council of the EU and therefore remain subject to change. The final package of new legislation may not include all elements of the Proposals and new or amended elements may be introduced through the course of the legislative process.

The new category of "non-preferred" senior debt mentioned above is included in the Proposals by virtue of a draft amending directive facilitating the creation of such new asset class of "non-preferred" senior debt which was published in final form on 12th December, 2017 (the "**Creditor Hierarchy Directive**"). The Creditor Hierarchy Directive is yet to be implemented as a matter of domestic law in Norway. It is unclear when the Norwegian implementation of the Creditor Hierarchy Directive will take place.

Until the Proposals are in final form, it is uncertain how the Proposals will affect the DNB Bank, the DNB Bank Group, the DNB Group or holders of the Notes.

Bank winding up and crisis management

On 2nd 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 relevant entity ("**relevant entities**" being credit institutions, investment firms, certain financial institutions and certain holding companies) so as to ensure the continuity of the relevant entity's critical financial and economic functions, while minimising the impact of a relevant entity's failure on the economy and financial system.

The BRRD, under its terms, was required to be applied by EU Member States from 1st January, 2015, except for the general bail-in tool (see below) which was required to be applied from 1st January, 2016. The BRRD was incorporated in the EEA Agreement in February 2018 and legislation implementing the BRRD in Norway was passed in the Norwegian Parliament in March 2018 and entered into force 1st January, 2019. The legislation set forth that any further possible supplements and regulation of the details for the implementation of the BRRD and related technical standards can be determined through regulations passed by the Ministry under the Financial Institutions Act. The Norwegian FSA, on behalf of the Ministry, on 29th June, 2018 published a proposal for changes in the the Regulations on financial institutions and financial groups of 9th December, 2016 No. 1502 (the 'Financial Institutions Regulation'). After a public consultation, the Ministry of Finance adopted the final rules 19th December, 2018 with entry into force 1st January, 2019. With respect to Norwegian rules in force regarding loss absorption, please see "*The Subordinated Notes may also be written down by the Issuer's shareholders or the Norwegian authorities under the Financial Institutions Act*".

The Bank, the DNB Bank Group and the DNB Group is subject to BRRD's resolution tools and powers. The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) a relevant entity is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such relevant entity 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 relevant entity 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 relevant entity 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 relevant entity to meet its repayment obligation; (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, which would include claims in respect of securities such as the Notes, of unsecured creditors of a failing relevant entity and/or to convert certain unsecured debt claims, which would include securities such as the Notes, to equity (the "**general bail-in tool**"), with such equity also being subject to any future application of the general bail-in tool.

The BRRD also provides for a Member State, in the event that the above resolution tools alone are insufficient to maintain 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.

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

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

conversion into equity may also be subject to any application of the general bail-in tool or other powers under the BRRD.

For the purposes of the application of any non-viability loss absorption measure, the point of non-viability under the BRRD is the point at which (i) the relevant authority determines that the relevant entity meets the conditions for resolution (but no resolution action has yet been taken) or (ii) the relevant authority or authorities, as the case may be, determine(s) that the relevant entity or its group will no longer be viable unless the relevant capital instruments (such as the Subordinated Notes) are written down or converted or (iii) extraordinary public financial support is required by the relevant entity other than, where the entity is an institution, for the purposes of remedying a serious disturbance in the economy of a Member State and to preserve financial stability.

Holders of Notes may be subject to write down or conversion into equity on any application of the general bail-in tool, which may result in such holders losing some or all of their investment in the Notes or their rights in respect of the Notes and/or the value of their investment may otherwise be materially adversely affected. 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 under implementing measures in Norway or any suggestion of such exercise could materially adversely affect the rights of Noteholders.

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

Under the BRRD, there is also a requirement for EU financial institutions to hold certain minimum levels of own funds and other eligible liabilities ("**MREL**") which would be available to be written down or bailed-in in order to facilitate the rescue or resolution of a failing bank. Such requirements came into effect (subject to transitional provisions) in the EU from 1st January, 2016. Regulation (EU) 2016/1450 of 23rd May, 2016 supplementing Directive 2014/59/EU of the European Parliament and of the Council sets forth draft regulatory technical standards specifying the criteria relating to the methodology for setting the minimum requirement for own funds and eligible liabilities. In Norway, the MREL requirement will be set by the Norwegian FSA. On 19th December, 2018 the Norwegian Ministry of Finance passed and published the final Norwegian MREL requirements (the "**MREL Rules**"). According to the MREL Rules, Norwegian financial institutions (excluding credit institutions issuing covered bonds) which Norwegian authorities have designated as systemically important must have eligible debt instruments of approximately 17 per cent. of RWAs (excluding RWAs stemming from covered bond entities) on top of the current own funds requirement. Further, according to the MREL Rules, after 31st December, 2022, the requirement must be fulfilled with debt intstruments that rank junior to ordinary debt instruments issued by the institution.

Under Norwegian law, there is a distinction between (i) instruments that are eligible and qualify for the fulfilment of the MREL requirement and (ii) instruments that may be bailed in (which is a broader concept). For example, instruments with an original maturity or a remaining maturity of less than one year may be bailed-in (but would not count as fulfilling the MREL requirement). Similarly, Senior Preferred Notes (which, as noted above, are not expected to be eligible towards the MREL requirement after 31st December, 2022) may be bailed-in. Noteholders should therefore be aware that a broad range of debt instruments may be liable to bail-in and Noteholders may lose all or some of their investment in any Notes that are bailed-in.

Any of the changes in the supervision and regulation of financial institutions, or any other future changes, may have a material adverse effect on the DNB Bank Group's business and

operations, liquidity, results of operations and financial condition. Although the DNB Bank Group works closely with its regulators and continually monitors the regulatory framework and compliance, the timing and form of future changes in regulation can be unpredictable and are beyond the control of the DNB Bank Group. No assurance can be given that laws and regulations will be adopted, enforced or interpreted in a manner that will not have a material adverse effect on the DNB Bank Group's business, financial situation, results of operations, liquidity and/or prospects.

In addition, there can be no assurance that debt and equity investors, analysts and other market professionals will not expect higher capital buffers and that any such market expectations will not increase the DNB Bank Group's borrowing costs, limit its access to the capital markets or result in a downgrade of its ratings.

The Dodd-Frank Act

In the United States, the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, of 2010 (the "**Dodd-Frank Act**") has led to significant structural reforms affecting the financial services industry, including non-U.S. banks, by addressing, among other issues, systemic risk oversight, bank capital standards, the orderly liquidation of failing systemically significant financial institutions and over-the-counter derivatives. The Dodd-Frank Act also contains the Volcker Rule, which broadly prohibits banking entities, including the Bank and all of its global affiliates, from proprietary trading and sponsoring or investing in hedge, private equity and similar funds, subject to a number of exceptions.

The Department of Treasury, the Financial Stability Oversight Council, the Securities and Exchange Commission, the Commodity Futures Trading Commission, the Federal Reserve Board, the Office of the Comptroller of the Currency and the Federal Deposit Insurance Corporation are engaged in extensive rule-making mandated by the Dodd-Frank Act. While many of the regulations under Dodd-Frank have been finalised or proposed, significant uncertainty remains on the overall impact that the Dodd-Frank Act could have on the Bank or the financial services industry as a whole.

No assurance can be given that the Dodd-Frank Act and related regulations or any other new legislative changes enacted will not have a significant impact on the Bank.

Governmental responses to market disruptions may be inadequate and may have unintended consequences.

The DNB Bank Group may be adversely affected by governmental responses to market disruptions in the countries where it operates. As a result of the global financial crisis and subsequent government intervention, there has been, and there may continue to be, a substantial increase in governmental policy responses to market disruptions, including reductions in public spending and the imposition of further fiscal austerity measures, and changes in monetary and interest rate policies.

The DNB Bank Group has no control over governmental policy changes or over changes in the interpretation of fiscal legislation by any tax authority. The measures taken by various European governments to stimulate the economy and/or support the banking system, including, among other things, the bank bail-out plans and austerity measures, may, if enacted, lead to an increase in the tax burden or to a reduction in tax benefits. Significant changes in governmental policy responses in Norway or in the other countries where the DNB Bank Group operates, or difficulties in implementing such responses or with the type and effectiveness of the impact of such responses, may have a relevant adverse impact on the activity, financial situation and operating results of the DNB Bank Group.

The DNB Bank Group is exposed to risks related to bribery, money laundering activities and sanctions violations, especially in its operations in emerging markets, and compliance with anti-money laundering and anti-terrorism financing rules involves significant cost and effort.

The DNB Bank Group is subject to rules and regulations regarding anti-bribery, anti-money laundering, anti-terrorist financing and economic sanctions. In general, the risk that banks will be subjected to or used for bribery or money laundering has increased worldwide. These risks are higher in emerging markets than in Norway and other more developed markets where the DNB Bank Group operates. The high turnover of employees, the difficulty in consistently implementing related policies and technology systems and the general business conditions in emerging markets mean that the risk of the occurrence of money laundering is higher in these countries. Monitoring compliance with anti-money laundering and anti-terrorism financing rules can put a significant financial burden on banks and other financial institutions and pose significant technical problems. Although the DNB Bank Group believes that its current policies and procedures are sufficient to comply with applicable rules and regulations, it cannot guarantee that its group-wide anti-money laundering and anti-terrorism financing policies and procedures prevent instances of money laundering or terrorism financing, or that there will not be instances of employee non-compliance with such policies. Any violation of anti-money laundering or anti-terroism financing rules, or even the suggestion of violations, may have severe legal and reputational consequences for the DNB Bank Group and could, as a result, have a material adverse effect on the DNB Bank Group's financial condition and results of operations.

The legal relationships between the DNB Bank Group and its customers are based on standardised contracts and forms created for a large number of commercial transactions; as a result, problems with the conditions in this documentation, or errors in it, could affect a large number of contracts with customers.

The DNB Bank Group maintains contractual relationships with a large number of customers and uses general terms and conditions and standard templates for contracts and forms in the majority of its business areas and departments. The use of standard contracts and forms poses a significant risk due to the large number of contracts. As a result of ordinary evolution of laws and new judicial decisions, and the growing influence of European legislation on national laws, it is possible that not all the general terms and conditions, standard contracts and forms used by the DNB Bank Group comply with all of the applicable legal requirements at all times. If there are drafting errors, interpretive issues or if the individual contractual terms or the contracts are deemed invalid in whole or in part, a large number of customer relationships may be adversely affected, which may result in claims for compensation or other legal consequences that may have an adverse effect on the financial condition and operating results of the DNB Bank Group.

Legal and regulatory claims arise in the conduct of the DNB Bank Group's business.

In the ordinary course of its business, the DNB Bank Group is subject to regulatory oversight and liability risk. The DNB Bank Group is subject to regulation in each jurisdiction in which it operates. Regulation and regulatory requirements are continuously amended and new requirements are imposed on the DNB Bank Group, including, but not limited to, regulations on conduct of business, anti-money laundering, payments, consumer credits, capital requirements, reporting and corporate governance.

Furthermore, as part of its banking activities, the DNB Bank Group provides its customers with investment advice, other investment services and investment products and access to internally as well as externally managed funds, and serves as custodian of third-party funds. In the event of losses incurred by its customers due to investment advice, other services or products from the DNB Bank Group, or misconduct or fraudulent actions in connection with the provision of investment services or the sale of investment products or otherwise, the DNB Bank Group's customers may seek compensation from or otherwise take legal action against the DNB Bank Group. See "*Description of*

the DNB Bank Group—Litigation". In certain cases, compensation might be sought from the DNB Bank Group even if the DNB Bank Group has no direct exposure to such risks or has not recommended such counterparties to its customers.

The DNB Bank Group is involved in a variety of claims, disputes, legal proceedings and governmental investigations in jurisdictions where it operates. See "*Description of the DNB Bank Group—Litigation*". Such claims, disputes and legal proceedings are subject to many uncertainties and their outcomes and ultimate consequences are often difficult to predict, particularly in the earlier stages of a case or an investigation. These types of claims and proceedings may expose the DNB Bank Group to monetary damages, direct or indirect costs (including legal costs), direct or indirect financial loss, civil and criminal penalties, loss of licenses or authorisations or loss of reputation, as well as the potential for regulatory restrictions on its businesses, any of which could have a material adverse effect on the DNB Bank Group's business, financial condition and results of operations.

In particular, the Norwegian Consumer Council filed in June 2016 a class action against DNB Asset Management AS ("**DNB Asset Management**"), a wholly-owned subsidiary of DNB ASA offering asset management services. The Consumer Council claimed compensation for up to NOK 690 million on behalf of 180,000 investors in a fund managed by DNB Asset Management, as well as two funds merged into that fund, based on allegations that the fund was charging high fees for active management, but was actually simply tracking an index. The main hearing of the merits of the case took place in the Oslo City Court over a three-week period from 20th November, 2017. On 12th January, 2018 the Oslo City Court ruled in favour of DNB Asset Management, rejecting the Norwegian Consumer Council's claim. The verdict was appealed on 12th February, 2018. The Norwegian Consumer Council reduced its claim by approximately NOK 234 million, but, in the event of an unfavourable outcome, this lawsuit could still expose the DNB Group to significant liability (approximately NOK 455 million) and/or reputational damage. The appeal case is scheduled in March 2019. The Norwegian Consumer Council's legal action is likely to take a considerable time to reach a final resolution through the courts and the potential liability of the DNB Group is uncertain. DNB Asset Management rejects the allegations from the Norwegian Consumer Council and no provisions have been made in the accounts.

Even though the DNB Bank Group believes it has appropriately provided for contingent obligations in respect of claims, litigation and other proceedings, the outcome of any such claim, litigation or proceeding may differ from management expectations and expose the DNB Bank Group to unexpected costs and losses, reputational and other non-financial consequences and diversion of management attention.

Any of the above-mentioned factors or any other restrictions or limitations on the operations of financial institutions could have a material adverse effect on the DNB Bank Group's business, financial condition, results of operations, liquidity and/or prospects.

The DNB Bank Group is exposed to the risk of changes in tax and VAT legislation and the interpretation of such legislation as well as changes in such rates.

The DNB Bank Group's activities are subject to tax and VAT at various rates in the jurisdictions in which it operates, computed in accordance with local legislation and practice. Future actions by the Norwegian or other governments to increase tax or VAT rates or to impose additional taxes or duties would reduce the DNB Bank Group's profitability. Revisions of tax or VAT legislation or changes in its interpretation as well as differences in opinion between the DNB Bank Group and tax authorities with respect to interpretation of relevant legislation might also affect the DNB Bank Group's financial condition in the future. Such changes and the outcome of ongoing proceedings where the DNB Bank Group's interpretation of tax and VAT legislation is challenged by tax authorities could have a material adverse effect on the DNB Bank Group's business, financial situation, results of operations, liquidity and/or prospects. Further, there can be no assurance that any such change in tax

and VAT legislation or the interpretation of tax and VAT legislation may not have a retroactive effect on the DNB Bank Group's business, financial situation, results of operations, liquidity and/or prospects.

The DNB Bank Group may be impacted by changes in accounting policies or accounting standards and the interpretation of such policies and standards.

From time to time, the International Accounting Standards Board (the "**IASB**") changes the financial accounting and reporting standards that govern the preparation of the DNB Bank Group's financial statements. Further, changes may take place in the interpretation of, or differences of opinion may arise between the DNB Bank Group and competent authorities with regard to the application of, such standards. These changes can be difficult to predict and can materially impact how the DNB Bank Group records and reports its financial condition and results of operations. In some cases, the DNB Bank Group may be required to apply a new or revised standard, or alter the application of an existing standard, retroactively, rendering a restatement of prior period financial statements necessary. Any such change in the DNB Bank Group's accounting policies or applicable accounting standards could materially affect its reported financial condition and/or results of operations.

In July 2014, the IASB issued the new standard for financial instruments IFRS 9 Financial Instruments ("**IFRS 9**"), which replaced International Accounting Standards ("**IAS**") 39. IFRS 9 became effective on 1st January, 2018. Impairment provisions according to IFRS 9 are measured using an expected loss model instead of an incurred loss model as in IAS 39. IFRS 9 introduces new rules and concepts that require further development of the DNB Bank Group's models and IT systems. The implementation effect of IFRS 9 calculated as of 1st January, 2018 is NOK 2 billion after tax and is recognised as a reduction in "Other equity". This includes the impact of investments accounted for by the equity method. IFRS 9 will affect the capital adequacy ratios of the DNB Bank Group through a reduction in equity which to a large extent will be neutralised by cancelling a deduction related to the level of impairment losses. Therefore, common equity Tier 1 capital is only marginally changed. However, risk-weighted assets will increase due to the Norwegian Basel 1 floor, which is effective for the DNB Bank Group. The deduction referred to above has reduced, and the cancellation will thus increase risk-weighted assets. The total effects of IFRS 9 reduced the common equity Tier 1 capital ratio of the DNB Bank Group by 28 basis points calculated as of 1st January, 2018.

Conflicts of interest, whether actual or perceived, may negatively impact the DNB Bank Group.

As the DNB Bank Group expands the scope of its business and its customer base, it must increasingly implement corporate governance policies on a group-wide level and address potential conflicts of interest, including situations where the DNB Bank Group provides services to a particular customer or its own proprietary investments or other interests conflict, or are perceived to conflict, with the interests of another customer, as well as situations where one or more of the DNB Bank Group's businesses have access to material non-public information that may not be shared with other businesses within the DNB Bank Group. Appropriately identifying and dealing with conflicts of interest is complex, in part because internal breaches of policy can be difficult to discover. The DNB Bank Group's reputation may be damaged and the willingness of customers to enter into transactions in which such a conflict might arise may be affected if the DNB Bank Group fails, or appears to fail, to identify and deal appropriately with conflicts of interest.

Financial services operations involve inherent reputational risk.

The DNB Bank Group's reputation is one of its most important assets. Reputational risk, including the risk to earnings and capital from negative public opinion, is inherent in the financial services business. Negative public opinion can result from any number of causes, including

misconduct by employees, non-compliance by members of the DNB Bank Group with applicable internal policies and regulations, the activities of business partners over which the DNB Bank Group has limited or no control, severe or prolonged financial losses, uncertainty about the DNB Bank Group's financial soundness or reliability (including the reliability of its internet banking platforms) or the DNB Bank Group's conduct of its business. Negative public opinion may adversely affect the DNB Bank Group's ability to keep and attract customers, depositors and investors, as well as its relationships with regulators and the general public.

The Subordinated Notes may also be written down by the Issuer's shareholders or the Norwegian authorities under the Financial Institutions Act.

The Subordinated Notes may also be written down by the shareholders of the Issuer or by the Norwegian authorities pursuant to powers granted to them under Chapter 21 of the Financial Institutions Act.

Pursuant to section 21-5 and 21-6 of the Financial Institutions Act, if:

(a) the Issuer's most recent audited accounts reveal that its net assets are less than or equal to 25 per cent. of its share capital (for the avoidance of doubt, this ratio is measured against issued share capital and not the total equity of the Issuer); or

(b) a substantial part of the Subordinated Loan Capital (as defined below) of the Issuer is lost,

the general meeting of shareholders of the Issuer, failing which the relevant Norwegian authorities, can:

(i) in the case of (a), write down the share capital against losses shown in the audited accounts; and

(ii) in the case of (b), write down, in whole or in part, such subordinated loan capital ("**Subordinated Loan Capital**") (which would include principal in respect of the Subordinated Notes).

Any instruments written down and/or cancelled pursuant to the Financial Institutions Act will not be reinstated in whole or in part at any time.

The write down of the Subordinated Notes under the Financial Institutions Act will affect the claims of the Noteholders in various respects. Firstly, in the event of a winding-up of the Issuer, the claims of the Noteholders will be in respect of the outstanding principal amount of the Subordinated Notes at the time of the winding-up of the Issuer and not for the original principal amount.

Similarly, upon any redemption of the Subordinated Notes by the Issuer, whether at its option pursuant to an Issuer call option under Condition 7*(c)* (if any) or following the occurrence of a redemption for tax reasons in accordance with Condition 7*(b)*, the redemption amount of each Subordinated Note will be its outstanding principal amount (together with accrued and unpaid interest) and not its original principal amount. The Issuer is not able to reinstate any principal amount of the Subordinated Notes which has been written down pursuant to the Financial Institutions Act and, if applicable, the Issuer would be entitled to redeem the Subordinated Notes pursuant to Condition 7*(c)* (subject to compliance with the conditions to such redemption) notwithstanding that the outstanding principal amount of the Subordinated Notes is less than their original principal amount by virtue of such write-down under the Financial Institutions Act.

In addition, interest will accrue only on the outstanding principal amount of the Subordinated Notes from time to time and, accordingly, for so long as the outstanding principal amount of the Subordinated Notes is less than their original principal amount, the maximum amount of interest which

may be paid by the Issuer on any Interest Payment Date shall be less than if the Subordinated Notes had not been written down.

Noteholders will not be entitled to any compensation or other payment as a result of any write down of the Subordinated Notes pursuant to the Financial Institutions Act. Accordingly, if the Subordinated Notes are written down under the Financial Institutions Act, Noteholders could lose all or part of the value of their investment in the Subordinated Notes. In addition, any actual or anticipated use of the powers under the Financial Institutions Act to write down the Subordinated Notes will be likely to have a severe adverse effect on the market price of the Subordinated Notes.

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

Risks related to the structure of a particular issue of Notes

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

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

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of such Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

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

*If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa (any such Notes, "**Fixed/Floating Rate Notes**"), this may affect the secondary market and the market value of the Notes concerned.*

Fixed/Floating Rate are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the relevant 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. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

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

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium to their nominal amount 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.

Reform and regulation of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"

Benchmarks such as LIBOR, EURIBOR, referenced swap rates and other indices which are deemed “benchmarks” (each a “**Benchmark**” and together, the “**Benchmarks**”), to which the interest on securities may be linked, have become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented.

International proposals for reform of Benchmarks include the Benchmarks Regulation, which was published in the Official Journal of the EU on 29th June, 2016. In addition to the aforementioned regulation, there are numerous other proposals, initiatives and investigations which may impact Benchmarks. In addition, in July 2017 the Chief Executive of the Financial Conduct Authority (the “**FCA**”) in the United Kingdom questioned the sustainability of LIBOR in its current form and advocated a transition away from LIBOR to alternative reference rates. He noted that there is wide support among the LIBOR panel banks for voluntarily sustaining LIBOR until the end of 2021 in order to faciliate this transition. At the end of this period, the FCA considers that it will not be necessary to sustain LIBOR through its influence or legal powers by persuading or obliging banks to submit to LIBOR. Therefore, the continuation of LIBOR in its current form (or at all) after 2021 cannot be guaranteed.

Additionally, in March 2017, the European Money Markets Institute (“**EMMI**”) published a position paper referring to certain proposed reforms to EURIBOR, which reforms aim to clarify the EURIBOR specification, to develop a transaction-based methodology for EURIBOR and to align the relevant methodology with the Benchmarks Regulation, the IOSCO Principles for Financial Benchmarks and other regulatory recommendations. In May 2017, EMMI indicated that there had been a “change in market activity as a result of the current regulatory requirements and a negative interest rate environment” and “under the current market conditions it will not be feasible to evolve the current EURIBOR methodology to a fully transaction-based methodology following a seamless transition path”. In March 2018, EMMI launched its first stakeholder consultation on hybrid methodology for calculating the EURIBOR benchmark. The consultation closed on 15th May, 2018 and was followed by an in-depth testing of the proposed methodology under live conditions from May to August 2018. On 17th October, 2018, EMMI published its second stakeholder consultation on hybrid methodology for calculating the EURIBOR benchmark, inviting responses from interested parties by 30th November, 2018. EMMI will publish a summary of the feedback received on the second stakeholder consultation and a view of the final methodological blueprint by early 2019. The hybrid methodology will be launched by the Fourth Quarter 2019 at the latest, in accordance with the transitional period provided by the Benchmarks Regulation. The European Central Bank (the “**ECB**”) is aiming to produce the new rate before 2020 and intends for it to complement existing benchmark rates produced by the private sector and to serve as a backstop reference rate.

These reforms and other pressures may cause one or more interest rate benchmarks to disappear entirely, to perform differently than in the past (as a result of a change in methodology or otherwise), create disincentives for market participants to continue to administer, have other consequences which may have a material adverse effect on the value of the amount payable under the Notes or have other consequences that cannot be predicted.

Based on the foregoing, prospective investors should in particular be aware that:

(a) any of these reforms or pressures described above or any other changes to a relevant interest rate benchmark (including LIBOR and EURIBOR) could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be;

(b) if LIBOR or EURIBOR is discontinued or is otherwise unavailable, then the rate of interest on the Notes will be determined for a period by the fallback provisions provided for under Condition 5 of the Terms and Conditions of the Notes, although such provisions, being dependent in part upon the provision by reference banks of offered quotations for leading

banks in the London interbank market (in the case of LIBOR) or in the Euro-zone interbank market (in the case of EURIBOR), may not operate as intended (depending on market circumstances and the availability of rates information at the relevant time) and may in certain circumstances result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR or EURIBOR was available; and

(c) if LIBOR, EURIBOR or any other relevant interest rate benchmark is discontinued, there can be no assurance that the applicable fallback provisions under the Swap Agreements would operate to allow the transactions under the Swap Agreements to effectively mitigate interest rate risk in respect of the Notes.

In addition, it should be noted that broadly divergent interest rate calculation methodologies may develop and apply as between the Notes and/or the Swap Agreements due to applicable fallback provisions or other matters and the effects of this are uncertain but could include a reduction in the amounts available to the Issuer to meet its payment obligations in respect of the Notes.

Moreover, any of the above matters or any other significant change to the setting or existence of LIBOR, EURIBOR or any other relevant interest rate benchmark could affect the ability of the Issuer to meet its obligations under the Notes and/or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes. No assurance may be provided that relevant changes will not occur with respect to LIBOR, EURIBOR or any other relevant interest rate benchmark and/or that such benchmarks will continue to exist. Investors should consider these matters when making their investment decision with respect to Floating Rate Notes or Reset Notes.

Benchmark Discontinuation

If “Benchmark Discontinuation” is specified to be applicable in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) for a Floating Rate Note or Reset Note, in the event that a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate. If any such Successor Rate or Alternative Rate is determined in such manner and the Issuer, following consultation with the Independent Adviser and acting in good faith, determines that amendments to the Terms and Conditions of the Notes and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate and/or Alternative Rate, then the Issuer shall, subject to giving notice thereof, without any requirement for the consent or approval of Noteholders, vary the Terms and Conditions of the Notes and/or Trust Deed to give effect to such amendments with effect from the date specified in such notice.

If a Successor Rate or Alternative Rate is determined by the Issuer, the Terms and Conditions of the Notes also provide that an Adjustment Spread may be determined by the Issuer to be applied to such Successor Rate or Alternative Rate, as the case may be. The aim of the Adjustment Spread is to reduce or eliminate, so far as is practicable, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of LIBOR or the relevant Original Reference Rate (as applicable) with the Successor Rate or the Alternative Rate. However, there is no guarantee that such an Adjustment Spread will be determined or applied, or that the application of an Adjustment Spread will either reduce or eliminate economic prejudice to Noteholders. If no Adjustment Spread is determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest.

If an Independent Adviser is not appointed or a Successor Rate, Alternative Rate or any Benchmark Amendment is not determined pursuant to the Terms and Conditions of the Notes, other fallback provisions under the Terms and Conditions of the Notes may be required to be used, which may in certain circumstances result in the Rate of Interest for an Interest Period continuing to apply at the Rate of Interest applicable to the immediately preceding Interest Period, resulting in the relevant Floating Rate Notes or Reset Notes becoming, in effect, fixed rate securities. Even if a Successor Rate or Alternative Rate and associated Benchmark Amendments are determined pursuant to the

Terms and Conditions of the Notes, the overall Rate of Interest payable on the relevant Floating Rate Notes or Reset Notes may be less than it would have been had no Benchmark Event occurred, for example, if the Successor Rate or Alternative Rate is (unlike LIBOR) a "risk free" rate.

Any of the above changes or any other consequential changes to benchmarks as a result of EU, United Kingdom, or other international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes could have a material adverse effect on the trading market for, liquidity of, value of and return on any such affected Floating Rate Notes or Reset Notes.

The Issuer's obligations under Subordinated Notes are subordinated. An investor in Subordinated Notes assumes an enhanced risk of loss in the event of the Issuer's insolvency.

The Issuer's obligations under Subordinated Notes are unsecured and subordinated.

On a liquidation, dissolution or winding-up of the Issuer by way of public administration (except, in any such case, a solvent liquidation, dissolution, or winding up solely for the purposes of reorganisation, reconstruction or amalgamation of the Issuer, the terms of which reorganisation, reconstruction or amalgamation have previously been approved by an Extraordinary Resolution (as defined in the Trust Deed) of the holders of the Notes of the relevant Series and do not provide that the Notes thereby become redeemable or repayable) (referred to herein as a "**winding-up of the Issuer**"), all claims in respect of the Subordinated Notes will rank *pari passu* without any preference among themselves, *pari passu* with claims in respect of Subordinated Parity Securities, in priority to claims in respect of Subordinated Junior Securities and junior to any present or future claims of Specified Senior Creditors. If, on a winding-up of the Issuer, the assets of the Issuer are insufficient to enable the Issuer to repay the claims of the more senior-ranking creditors in full, the Noteholders will lose their entire investment in the Subordinated Notes. If there are sufficient assets to enable the Issuer to pay the claims of senior-ranking creditors in full but insufficient assets to enable it to pay claims in respect of its obligations in respect of the Subordinated Notes and all other claims that rank *pari passu* with the Subordinated Notes, Noteholders will lose some (which may be substantially all) of their investment in the Subordinated Notes.

There is no restriction on the amount of securities or other liabilities that the Issuer may issue, incur or guarantee and which rank senior to, or *pari passu* with, the Subordinated Notes. The issue or guaranteeing of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by Noteholders during a winding-up of the Issuer and may limit the Issuer's ability to meet its obligations under the Subordinated Notes.

Although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a significant risk that an investor in such Notes will lose all or some of his investment should a winding-up of the Issuer occur.

There are limited events of default in relation to Senior Non-Preferred Notes and certain Senior Preferred Notes

There are limited events of default in relation to Senior Non-Preferred Notes and Senior Preferred Notes (unless Unrestricted Events of Default and Enforcement is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement), as described in Condition 11. Accordingly, the rights of the holders of such Notes are restricted by the limited events of default.

There are no events of default in relation to Subordinated Notes

In the event that the Issuer fails to pay interest or principal when due on any Subordinated Note, the holders of such Notes shall not be entitled to bring proceedings against the Issuer for payment of such amounts.

There is no right of set-off or counterclaim in relation to Senior Non-Preferred Notes, Subordinated Notes and certain Senior Preferred Notes

In the case of (i) Senior Preferred Notes where No Right of Set-Off or Counterclaim is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, (ii) Senior Non-Preferred Notes and (iii) Subordinated Notes, no holder of such Notes who becomes, in the event of a liquidation, dissolution or winding-up of the Issuer by way of public administration, indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of such Notes held by the relevant Noteholder.

Senior Non-Preferred Notes and Senior Preferred Notes: MREL Disqualification Event Redemption

Where the applicable Final Terms or, as the case may be, the applicable Pricing Supplement specify that Condition 7(k) applies, if a MREL Disqualification Event (as defined in the Terms and Conditions of the Notes) occurs, the Issuer may, at its option, but subject to obtaining the prior written permission of the Relevant Regulator (if applicable), on giving not less than 30 nor more than 60 days' notice to the Trustee and the Agent and, in accordance with Condition 17, the Noteholders (which notice shall be irrevocable), as further provided in Condition 7(k), redeem all (but not some only) of the outstanding Notes comprising the relevant Series at the amount specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, together (if appropriate) with interest accrued to (but excluding) the date of redemption.

There can be no assurance that holders of such Notes will be able to reinvest the amounts received upon redemption at a rate that will provide the same rate of return as their investments in such Notes, as the case may be.

Subordinated Notes: Capital Event Redemption

Where the applicable Final Terms or, as the case may be, the applicable Pricing Supplement specify that Condition 7(j) applies, if a Capital Event (as defined in the Terms and Conditions of the Notes) occurs, the Issuer may, at its option, but subject to obtaining the prior written permission of the Relevant Regulator (if applicable), on giving not less than 30 nor more than 60 days' notice to the Trustee and the Agent and, in accordance with Condition 17, the Noteholders (which notice shall be irrevocable), as further provided in Condition 7(j), redeem all (but not some only) of the outstanding Notes comprising the relevant Series at the amount specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, together (if appropriate) with interest accrued to (but excluding) the date of redemption.

There can be no assurance that holders of Subordinated Notes will be able to reinvest the amounts received upon redemption at a rate that will provide the same rate of return as their investments in the Subordinated Notes, as the case may be.

Call options are, in certain circumstances, subject to the prior consent of the Relevant Regulator

In addition to the call rights described above under *"Subordinated Notes: Capital Event Redemption"*, Subordinated Notes may also contain provisions allowing the Issuer to call them after a minimum period of, for example, five years. To exercise such a call option, the Issuer must (if, and to the extent, then required by the Relevant Regulator) obtain the prior written permission of the Relevant Regulator.

Any early redemption by the Issuer of Senior Non-Preferred Notes or Restricted Senior Preferred Notes is also subject to the prior written permission of the Relevant Regulator (if, and to the extent, then required by the Relevant Regulator and by the Applicable MREL Regulations).

Holders of such Notes should not invest in such Notes in the expectation that such a call will be exercised by the Issuer. The Relevant Regulator must agree to permit such a call, based upon its evaluation of the regulatory capital position of the Issuer and certain other factors at the relevant time. There can be no assurance that the Relevant Regulator will permit such a call. Holders of such Notes should be aware that they may be required to bear the financial risks of an investment in such Notes

for a period of time in excess of the minimum period (if applicable). There can be no assurance that holders of such Notes will be able to reinvest the amounts received upon redemption at a rate that will provide the same rate of return as their investments in such Notes, as the case may be.

In certain circumstances, the Issuer can substitute or vary the terms of the Notes

Where the applicable Final Terms or, as the case may be, the applicable Pricing Supplement specify that Condition 7(l) (in the case of Subordinated Notes) or Condition 7(m) (in the case of Senior Preferred Notes and Senior Non-Preferred Notes) applies, if at any time a Capital Event (in the case of Subordinated Notes) or a MREL Disqualification Event (in the case of Senior Preferred Notes and Senior Non-Preferred Notes) occurs or in order to ensure the effectiveness and enforceability of Condition 24, the Issuer may, subject to obtaining the prior written permission of the Relevant Regulator (if applicable), (without any requirement for the consent or approval of the relevant Noteholders or, subject as provided in Condition 7(l) or Condition 7(m), as the case may be, the Trustee) either substitute all (but not some only) of the relevant Notes, as the case may be, for, or vary the terms of the relevant Notes (including changing the governing law of Condition 24 from English law to Norwegian law), as the case may be, and/or the terms of the Trust Deed so that they remain or, as appropriate, become, Qualifying Subordinated Securities (in the case of Subordinated Notes) or Qualifying MREL Securities (in the case of Senior Preferred Notes or Senior Non-Preferred Notes) as further provided in Condition 7(l) or Condition 7(m), as the case may be. The Terms and Conditions of such substituted or varied Notes may have terms and conditions that contain one or more provisions that are substantially different from the terms and conditions of the original Notes, provided that the relevant Notes remain or, as appropriate, become, Qualifying Subordinated Securities or Qualifying MREL Securities, as the case may be, in accordance with the Terms and Conditions.

While the Issuer cannot otherwise make changes to the terms of Notes that, in its reasonable opinion, are materially less favourable to the holders of the relevant Notes as a class, the governing law of Condition 24 may be changed from English law to Norwegian law in order to ensure the effectiveness and enforceability. No assurance can be given as to whether any of these changes will negatively affect any particular holder. In addition, the tax and stamp duty consequences of holding such substituted or varied Notes could be different for some categories of Noteholders from the tax and stamp duty consequences for them of holding the Notes prior to such substitution or variation.

The gross-up obligation in relation to Senior Non-Preferred Notes, Subordinated Notes and certain Senior Preferred Notes is limited to payments of interest only

The Issuer's obligation under Condition 8 to pay additional amounts in the event of any withholding or deduction in respect of taxes on any payments under the terms of (i) Senior Preferred Notes where Restricted Gross-Up Senior Preferred Notes is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, (ii) Senior Non-Preferred Notes and (iii) Subordinated Notes applies only to payments of interest and not to payments of principal. As such, the Issuer would not be required to pay any additional amounts under the terms of such Notes to the extent any withholding or deduction applied to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal under any such Notes, Noteholders may receive less than the full amount of principal due under such Notes upon redemption, and the market value of such Notes may be adversely affected.

The qualification of the Senior Non-Preferred Notes and certain Senior Preferred Notes as "eligible liabilities" is subject to uncertainty

The Senior Non-Preferred Notes and certain Senior Preferred Notes are intended to be MREL Eligible Liabilities which are available to meet any MREL Requirement (however called or defined by the Applicable MREL Regulations then applicable) of the Issuer and the DNB Bank Group. However, there is uncertainty regarding the final substance of the Applicable MREL Regulations and how those regulations, once enacted, are to be interpreted and applied and the Issuer cannot provide any assurance that such Notes will be (or thereafter remain) MREL Eligible Liabilities. There is therefore a risk that a MREL Disqualification Event may occur.

Upon the occurrence of a MREL Disqualification Event, the Issuer may, at its option but subject to Condition 7(i) (if applicable), (i) where the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement specify Condition 7(k) to be applicable, redeem all (but not some only) of such Series of Notes and (ii) where the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement specify Condition 7(m) to be applicable, either substitute all (but not some only) of such Series of Notes for, or vary the terms of such Series of Notes and/or the terms of the Trust Deed so that they remain or, as appropriate, become Qualifying MREL Securities. See "*Senior Non-Preferred Notes and Senior Preferred Notes: MREL Disqualification Event Redemption*" and "*In certain circumstances, the Issuer can substitute or vary the terms of the Notes*" for a description of the risks related to an early redemption of Notes or the substitution or variation, as the case may be, of Notes.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

The Terms and Conditions of the Notes contain provisions which may permit their modification without the consent of all investors and confer significant discretions on the Trustee which may be exercised without the consent of the Noteholders and without regard to the individual interests of particular Noteholders.

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

The Terms and Conditions of the Notes also provide that the Trustee may, without the consent of Noteholders and without regard to particular Noteholders, (i) agree to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the Trust Deed or (ii) determine that any Event of Default or potential Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders so to do. In addition, the Trustee may, without the consent of the Noteholders, agree with the Issuer to the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in Condition **Error! Reference source not found.** of the Notes including the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution.

The Notes may be subject to withholding taxes in circumstances where the Issuer is not obliged to make gross up payments and this would result in holders receiving less interest than expected and could significantly adversely affect their return on the Notes. Furthermore governments may collect data in relation to the Notes

Proposed Amendment of Swiss Federal Withholding Tax Act and collection of data by Switzerland in relation to financial assets

Swiss Federal Withholding Tax

At present, payment of interest on the Notes and repayment of principal of the Notes are not subject to Swiss federal withholding tax, provided that the Issuer is at all times resident and managed outside Switzerland for Swiss tax purposes.

On 4th November, 2015 the Swiss Federal Council announced a mandate to the Swiss Federal Finance Department to institute a group of experts tasked with the preparation of a new proposal for a reform of the Swiss withholding tax system. The new proposal is expected to include in respect of interest payments the replacement of the existing debtor-based regime by a paying agent-based regime for Swiss withholding tax similar to the one published on 17th December, 2014 by the Swiss Federal Council and repealed on 24th June, 2015 following the negative outcome of the legislative consultation with Swiss official and private bodies. Under such a new paying agent-based regime, if enacted, a paying agent in Switzerland may be required to deduct Swiss withholding tax on any payments or any securing of payments of interest in respect of a Note for the benefit of the

beneficial owner of the payment unless certain procedures are complied with to establish that the owner of the Note is not an individual resident in Switzerland.

Automatic Exchange of Information in Tax Matters

The Automatic Exchange of Information in Tax Matters ("**AEI**") is a global initiative led by the Organization of Economic Co-Operation and Development ("**OECD**"). It aims to establish a universal standard for automatic exchange of tax information and to increase tax transparency. Jurisdictions that are committed to implement or have implemented the AEI (such as Switzerland, the EU member countries and many other jurisdictions worldwide) require their Reporting Financial Institutions in accordance with the respective local implementing law to determine the tax residence(s) of their account holders and controlling persons (as applicable) and, in case of reportable accounts, report certain identification information, account information and financial information (including the account balance and related payments such as interest, dividends, other income and gross proceeds) to the local tax authority which will then exchange the information received with the tax authorities in the relevant reportable jurisdictions.

More specifically, Switzerland has concluded a multilateral AEI agreement with the EU (replacing the EU savings tax agreement) and has concluded bilateral AEI agreements with several non-EU countries. In accordance with such multilateral agreements and bilateral agreements and the implementing laws of Switzerland, Switzerland has begun exchange data so collected, and such data may include data about payments made in respect of the Notes.

Possible Introduction of Withholding Tax in Interest Payments/Potential Issuer Redemption for Tax Reasons - Norway

The Norwegian government in October 2015 issued a white paper describing a tax reform for the period 2016 to 2018, which includes introduction of withholding tax on interest payments from Norway. The white paper was discussed in the Norwegian Parliament in May 2016, without any specific decision related to the withholding tax. The Norwegian Ministry of Finance is still considering the introduction of withholding tax on interest. The white paper will be subject to a public hearing, but the timing of the hearing has so far not been announced.

In the event of such withholding tax being implemented and if the payments of interest in respect of an issue of Notes are subject to withholding tax, the Issuer will, subject to certain exceptions, be required to gross up the payments in accordance with Condition 8 and may exercise its right to redeem the Notes in accordance with Condition 7.

In the national budget for 2019, the Norwegian government announced that a proposal for a withholding tax on interest bearing instruments would be published before the end of 2018 with expected implementation in 2019. The proposal was not published before the end of 2018, though it is expected that a proposal will be published by the Norwegian government shortly and that such proposal will be implemented during 2019.

The value of the Notes could be adversely affected by a change in English or Norwegian law or administrative practice.

The Terms and Conditions of the Notes are based on English law and, to the extent specified in Condition 23(a), Norwegian law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English law, Norwegian law or administrative practice after the date of issue of the relevant Notes and any such change could materially adversely impact the value of any Notes affected by it.

Investors who purchase Notes in denominations that are not an integral multiple of the Specified Denomination may be adversely affected if definitive Notes are subsequently required to be issued.

In relation to any issue of Bearer Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is

possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive bearer Note in respect of such holding (should definitive bearer Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

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

Risks related to the market generally

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

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

Notes may have no established trading market when issued, and one may never develop. If a market for the Notes does develop, it may not be liquid and may be sensitive to changes in financial markets. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case should the Issuer be in financial distress, which may result in any sale of the Notes having to be at a substantial discount to their principal amount or for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

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

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

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

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

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

In addition, a holder of Reset Notes is also exposed to the risk of fluctuating interest rate levels and uncertain interest income.

Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes.

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

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, subject to transitional provisions that apply in certain circumstances). 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, subject to transitional provisions that apply in certain circumstances). Certain information with respect to the credit rating agencies and ratings will be disclosed in the Final Terms or, as the case may be, the Pricing Supplement.

OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions of the Notes, in which event, in the case of Notes other than Exempt Notes and, if appropriate, a supplement to this Base Prospectus or a new Base Prospectus will be published.

This overview also constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No. 809/2004 (as amended) implementing the Prospectus Directive.

Words and expressions defined in "Form of the Notes" and "Terms and Conditions of the Notes" shall have the same meanings in this Overview of the Programme.

Information relating to the Issuer

Description:	DNB Bank ASA, a public limited company (in Norwegian: *allmennaksjeselskap*) incorporated under the laws of the Kingdom of Norway on 10th September, 2002 with registration number 984 851 006. The registered office of the Issuer is at Dronning Eufemias gate 30, N-0021 Oslo, Norway.
Issuer Legal Entity Identifier (LEI):	549300GKFG0RYRRQ1414

Information relating to the Programme

Description:	Euro Medium Term Note Programme
Arranger:	Deutsche Bank AG, London Branch
Dealers:	Barclays Bank PLC BNP Paribas Citigroup Global Markets Limited Commerzbank Aktiengesellschaft Deutsche Bank AG, London Branch DNB Bank ASA Goldman Sachs International HSBC Bank plc J.P. Morgan Securities plc Merrill Lynch International Nomura International plc UBS Limited UniCredit Bank AG
Trustee:	The Law Debenture Trust Corporation p.l.c.
Registrar:	Citigroup Global Markets Europe AG
Issuing and Principal Paying Agent:	Citibank, N.A., London Branch
VPS Account Manager:	DNB Bank ASA, Verdipapirservice
Size:	Up to €45,000,000,000 (or its equivalent in other currencies

calculated as described in "General Description of the Programme") outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.

Distribution: Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

Currencies: Subject to any applicable legal or regulatory restrictions, Notes may be denominated in euro, Sterling, U.S. dollars, Swiss Francs, Yen or any other currency agreed between the Issuer and the relevant Dealer.

Maturities: Subject to compliance with all relevant laws, regulations and directives, any maturity as may be agreed between the Issuer and the relevant Dealer(s). Unless otherwise permitted by then current laws, regulations and directives, Subordinated Notes will have a minimum maturity of at least five years.

Issue Price: Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.

Form of Notes: The Notes will be issued in bearer form, registered form or, in the case of VPS Notes, uncertificated book-entry form, as described in "Form of the Notes" below.

Each Tranche of Bearer Notes (other than Swiss Domestic Notes) will be initially represented by a Temporary Bearer Global Note which will (i) if the global Notes are intended to be issued in NGN form, as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, be delivered on or prior to the Issue Date to a Common Safekeeper for Euroclear and Clearstream, Luxembourg; and (ii) if the global Notes are not intended to be issued in NGN form, be delivered on or prior to the Issue Date to a Common Depositary for Euroclear and Clearstream, Luxembourg. The Temporary Bearer Global Note will be exchangeable, as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, for either a Permanent Bearer Global Note or Bearer Notes in definitive form, in each case upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations.

Each Tranche of Swiss Domestic Notes will initially be represented by a Swiss Global Note which will be deposited on or about the issue date of the Tranche with the Intermediary.

Each Tranche of Registered Notes will be represented by either (i) a Reg. S Global Note, deposited with a custodian for, and registered in the name of a nominee of, DTC for the accounts of Euroclear and Clearstream, Luxembourg for the accounts of their respective participants or deposited with a common depositary or common safekeeper, as the case may be for Euroclear and Clearstream, Luxembourg, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg or in the name of a nominee of the common safekeeper, as specified in the applicable Final Terms or, as the

case may be, the applicable Pricing Supplement, (ii) a Restricted Global Note, deposited with a custodian for, and registered in the name of a nominee of, DTC or (iii) (in the case of Registered Notes sold to Institutional Accredited Investors) Registered Notes in definitive form, registered in the name of the holder thereof.

Bearer Notes will not be exchangeable for Registered Notes and vice versa.

VPS Notes will not be evidenced by any physical note or document of title. Entitlements to VPS Notes will be evidenced by the crediting of VPS Notes to accounts with the VPS.

Fixed Rate Notes:

Fixed Rate Notes will bear interest at a fixed rate of interest specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

Interest on Fixed Rate Notes will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement) and on redemption, and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s).

Floating Rate Notes:

Floating Rate Notes will bear interest at a rate determined:

(i) on the same basis as the floating rate under a notional interest-rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or

(ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or

(iii) in the case of Exempt Notes, on such other basis as may be agreed between the Issuer and the relevant Dealer(s),

as indicated in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer(s) for each Series of Floating Rate Notes and will be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both (as indicated in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement).

Interest on Floating Rate Notes in respect of each Interest

Period, as agreed prior to issue by the Issuer and the relevant Dealer(s), will be payable on such Interest Payment Dates and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s).

Reset Notes:	Notes may have reset provisions pursuant to which the relevant Notes will, in respect of an initial period, bear interest at an initial fixed rate of interest specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. Thereafter, the fixed rate of interest will be reset on one or more date(s) by reference to a Mid-Swap Rate for the relevant Specified Currency, and for a period equal to the Reset Period, in each case as may be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. The margin (if any) in relation to Reset Notes will be agreed between the Issuer and the relevant Dealer(s) for each Series of Reset Notes and will be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. Interest on Reset Notes will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement) and on redemption, and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s).
Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
Exempt Notes:	The Issuer may agree with any Dealer and the Trustee that Exempt Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes, in which event the relevant provisions will be included in the applicable Pricing Supplement.
Redemption:	The applicable Final Terms or, as the case may be, the applicable Pricing Supplement will indicate the redemption amount, the scheduled maturity date (which in the case of Subordinated Notes, must be at least five years after the issue date in respect of such Notes) and will also indicate whether the relevant Notes can be redeemed prior to their stated maturity (other than for taxation reasons or (in the case of Senior Preferred Notes and Senior Non-Preferred Notes) following an Event of Default) or whether the relevant Notes will be redeemable at the option of the Issuer ("**Issuer Call**") (which, in respect of Subordinated Notes, may not take place prior to the fifth anniversary of the Issue Date) and/or (in the case of Senior Preferred Notes) at the option of the Noteholders ("**Investor Put**"), in each case upon giving not less than 15 nor more than 30 days' irrevocable notice (or, if applicable, not less than any other minimum period of notice nor more than any other maximum period of notice as may be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement) to the Noteholders or the Issuer, as the case may be, on a date or dates specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, at the

maturity and at a price or prices and on such terms as are indicated in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

Where the applicable Final Terms or, as the case may be, the applicable Pricing Supplement specify that Condition 7(j) applies, if a Capital Event occurs, the Issuer shall be entitled to redeem Subordinated Notes (subject to the prior written permission of the Relevant Regulator).

Where the applicable Final Terms or, as the case may be, the applicable Pricing Supplement specify that Condition 7(m) applies, if a MREL Disqualification Event occurs, the Issuer shall be entitled to redeem the Senior Preferred Notes or the Senior Non-Preferred Notes, as the case may be (subject, in the case of Restricted Senior Preferred Notes and Senior Non-Preferred Notes, to the prior written permission of the Relevant Regulator).

No early redemption of (i) Restricted Senior Preferred Notes (other than in the case of an Investor Put), (ii) Senior Non-Preferred Notes or (iii) Subordinated Notes may take place without the prior written permission of the Relevant Regulator (if and to the extent such permission is required).

Benchmark Discontinuation:

If "Benchmark Discontinuation" is specified to be applicable in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) in relation to a Floating Rate Note or a Reset Note, in the event that a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, if any, and any Benchmark Amendments as described in Condition 5(d).

Denomination of Notes:

Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement save that the minimum denomination of each Note (other than an Exempt Note) will be at least €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the time of issue) or such other amount as may be allowed or required from time to time by the relevant regulatory authority or any laws or regulations applicable to the relevant Specified Currency.

The minimum denomination of each Note sold, resold or transferred to an Institutional Accredited Investor will be U.S.$500,000 or its equivalent in other Specified Currencies.

Taxation:

All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed within

	the Kingdom of Norway, subject as provided in Condition 8. All payments in respect of the Notes will be made subject to any deduction or withholding required by FATCA, as provided in Condition 6(b), but without prejudice to Condition 8.
Negative Pledge:	The Notes will not contain a negative pledge provision.
Cross-Default:	None. Subordinated Notes will not contain any events of default.
Status of the Senior Preferred Notes:	The Senior Preferred Notes will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu* among themselves and (save for certain debts required to be preferred by law) at least equally with all other unsecured and unsubordinated obligations of the Issuer, present and future, from time to time outstanding. See Condition 2(a).
Status of the Senior Non-Preferred Notes:	The Senior Non-Preferred Notes will constitute direct, unconditional and unsecured obligations of the Issuer, and will at all times rank *pari passu* without any preference among themselves. Subject as set out in the paragraph below, in the event of a liquidation, dissolution or winding-up of the Issuer by way of public administration (except, in any such case, a solvent liquidation, dissolution, or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Issuer, the terms of which reorganisation, reconstruction or amalgamation have previously been approved by the Trustee or an Extraordinary Resolution (as defined in the Trust Deed) of the holders of the Senior Non-Preferred Notes and do not provide that the Senior Non-Preferred Notes thereby become redeemable or repayable), claims of the holders of Senior Non-Preferred Notes (and the Trustee on their behalf) against the Issuer in respect of or arising under the Senior Non-Preferred Notes and the Trust Deed (including any amounts attributable to the Senior Non-Preferred Notes and any damages awarded for breach of any obligations thereunder) shall rank: (i) *pari passu* without any preference among themselves; (ii) *pari passu* with claims in respect of Non-Preferred Parity Securities and Statutory Non-Preferred Claims, if any; (iii) in priority to claims in respect of Non-Preferred Junior Securities; and (iv) junior to any present or future claims of Senior Creditors. At any time after the Creditor Hierarchy Directive has been implemented in Norway, the Issuer may (but is not obliged to), by providing notice (the "**Ranking Notice**") to the relevant Noteholders in accordance with Condition 17, specify that (subject to the laws of Norway) the Senior Non-Preferred Notes

(together with any other outstanding Series of Senior Non-Preferred Notes) shall rank within the class of unsecured debt instruments of the Issuer having the lower priority ranking contemplated by Article 108(2) of the BRRD, as set out in the Creditor Hierarchy Directive with effect from the date specified in the Ranking Notice (for the avoidance of doubt, should there be any inconsistency between any statutory ranking which may be introduced in Norway in order to implement the provisions of Article 108(2) of the BRRD, if any, and the ranking as set out in the paragraph above, such statutory ranking shall prevail).

See Condition 3.

Status of the Subordinated Notes: The Subordinated Notes will constitute dated, unsecured and subordinated obligations (*ansvarlig lånekapital*) of the Issuer, and will at all times rank *pari passu* without any preference among themselves.

In the event of a liquidation, dissolution or winding-up of the Issuer by way of public administration (except, in any such case, a solvent liquidation, dissolution, or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Issuer, the terms of which reorganisation, reconstruction or amalgamation have previously been approved by an Extraordinary Resolution (as defined in the Trust Deed) of the holders of the Subordinated Notes of the relevant Series and do not provide that the Subordinated Notes thereby become redeemable or repayable), claims of the holders of Subordinated Notes (and the Trustee on their behalf) against the Issuer in respect of or arising under the Subordinated Notes and the Trust Deed (including any amounts attributable to the Subordinated Notes and any damages awarded for breach of any obligations thereunder) shall rank:

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

(ii) *pari passu* with claims in respect of Subordinated Parity Securities;

(iii) in priority to claims in respect of Subordinated Junior Securities; and

(iv) junior to any present or future claims of Specified Senior Creditors.

See Condition 4.

Subordinated Notes – Loss Absorption: Under Sections 21-5 and 21-6 of the Financial Institutions Act, if the Issuer's most recent audited accounts reveal that its net assets are less than or equal to 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, write down share capital to compensate for the shortfall and secondly, if any remaining shortfall exceeds a substantial part of the Issuer's subordinated

	loan capital, write down, in whole or in part, such subordinated loan capital (which would include principal in respect of all Subordinated Notes). To the extent that part only of the outstanding principal amount of any Subordinated Notes has been cancelled as provided above, interest will continue to accrue in accordance with the terms thereof on the then outstanding principal amount of such Subordinated Notes, as the case may be, and on any Arrears of Interest (including any Additional Interest Amounts).
No right of set-off or counterclaim:	In the case of (i) Senior Preferred Notes (where the applicable Final Terms or, as the case may be, the applicable Pricing Supplement specify that No Right of Set-Off or Counterclaim is applicable), (ii) Senior Non-Preferred Notes and (iii) Subordinated Notes, no Noteholder who becomes, in the event of a liquidation, dissolution or winding-up of the Issuer by way of public administration, indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of the Notes held by such Noteholder.
Subordinated Notes – Substitution or Variation:	Where the applicable Final Terms or, as the case may be, the applicable Pricing Supplement specify that Condition 7(l) applies, if at any time a Capital Event occurs and is continuing, or in order to ensure the effectiveness and enforceability of Condition 24, the Issuer may, subject to the provisions of Condition 7(i), (if, and to the extent, so required), either substitute all (but not some only) Subordinated Notes for, or vary their terms so that they remain or, as appropriate, become, Qualifying Subordinated Securities (as defined in Condition 7(l)), as further provided in Condition 7(l).
Senior Preferred Notes and Senior Non-Preferred Notes – Substitution or Variation:	Where the applicable Final Terms or, as the case may be, the applicable Pricing Supplement specify that Condition 7(m) applies, if at any time a MREL Disqualification Event occurs and is continuing, or in order to ensure the effectiveness and enforceability of Condition 24, the Issuer may, subject to the provisions of Condition 7(i), (if applicable and to the extent so required), either substitute all (but not some only) Senior Preferred Notes or Senior Non-Preferred Notes (as the case may be) for, or vary their terms so that they remain or, as appropriate, become, Qualifying MREL Securities (as defined in Condition 7(m)), as further provided in Condition 7(m).
Ratings:	The Programme has been rated AA- (Senior Preferred Notes), A (Senior Non-Preferred Notes), A- (Subordinated Notes) and A-1+ (short-term) by S&P and (P)Aa2 (Senior Preferred Notes), (P)Baa1 (Subordinated Notes) and (P)P-1 (short-term) by Moody's. Each of S&P and Moody's is established in the EU and is registered under the CRA Regulation. Notes issued pursuant to the Programme may be rated or unrated. Where a Tranche of Notes is rated, its rating will be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement and will not necessarily be the same as the

rating applicable to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Listing and Admission to Trading: Application has been made to Euronext Dublin for the Notes to be issued under the Programme (other than Exempt Notes and Swiss Domestic Notes) within the period of 12 months from the date of this Base Prospectus to be admitted to the Official List and trading on the Main Securities Market.

Applications may be made to list VPS Notes on the Oslo Stock Exchange. Any such applications will be in accordance with applicable laws and regulations governing the listing of VPS Notes on the Oslo Stock Exchange, Oslo Børs ("**Oslo Stock Exchange**") from time to time.

In addition, application has been made to register the Programme on the SIX Swiss Exchange. Upon specific request, Notes issued under the Programme may be listed on the SIX Swiss Exchange. Swiss Domestic Notes may be listed only on the SIX Swiss Exchange.

Notes issued under the Programme may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer(s) in relation to each Series. Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms or, as the case may be, the applicable Pricing Supplement will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

Exempt Notes may only be admitted to listing or trading on non-EEA stock exchanges and/or markets.

Governing Law: The Notes, and any non-contractual obligations arising therefrom or in connection therewith, will be governed by, and construed in accordance with, English law except for (i) Clause 5 of the Trust Deed; (ii) the provisions of Condition 3; (iii) the provisions of Condition 4; and (iv) any other write-down or conversion of the Notes in accordance with Norwegian law and regulation applicable to the Issuer from time to time, which in each case shall be governed by, and construed in accordance with, Norwegian law.

VPS Notes must comply with the Norwegian Securities Register Act of 5th July, 2002 no. 64, as amended from time to time and the holders of VPS Notes will be entitled to the rights and are subject to the obligations and liabilities which arise under this Act and any related regulations and legislation.

Selling Restrictions:	There are selling restrictions on the offer, sale and transfer of the Notes in the United States, the EEA, the United Kingdom, Norway and Japan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes. See "Subscription and Sale" below.
United States Selling Restrictions:	For United States securities law purposes only, the Issuer is a Category 2 issuer under Regulation S. Notes will be issued in accordance with TEFRA D, TEFRA D (Swiss Exemption) or TEFRA C unless TEFRA is not applicable, as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. VPS Notes must be issued in compliance with TEFRA C unless TEFRA is not applicable.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published and have been filed with the Central Bank, shall be incorporated in, and form part of, this Base Prospectus:

(a) the audited consolidated and non-consolidated annual financial statements of the Issuer for the financial years ended 31st December, 2017 (which can be viewed online at https://www.ir.dnb.no/sites/default/files/results/DNB%20Bank%20annual%20report%202017.pdf) and 31st December, 2016 (which can be viewed online at https://www.dnb.no/portalfront/nedlast/no/om-oss/resultater/2016/annual-report-dnb-bank-2016.pdf), prepared in accordance with International Financial Reporting Standards as approved by the EU (referred to herein as "**IFRS**"), and simplified International Financial Reporting Standards pursuant to the Norwegian Accounting Act § 3-9 including the information set out at the following pages of the Issuer's 'Annual Report 2017' and 'Annual Report 2016', respectively:

	2017	*2016*
Income statement	page 10	page 10
Comprehensive income statement	page 10	page 10
Balance sheet	page 11	page 11
Statement of changes in equity	page 12	page 12
Cash flow statement	page 13	page 13
Accounting principles	pages 14 - 22	pages 14 - 23
Notes to the accounts	pages 23 -116	pages 24 -102
Auditor's report	pages 118 -122	page 104 -108

(b) the unaudited consolidated and non-consolidated interim financial statements of the Issuer as at, and for the period ended, 30th September, 2018 (which can be viewed online at https://www.ir.dnb.no/sites/default/files/results/dnb_bank_3Q18.pdf), prepared in accordance with IAS 34 Interim Financial Reporting, including the information set out at the following pages of the Issuer's 'Third Quarter Report 2018':

Income statements	pages 8 and 10
Balance sheets	pages 9 and 11
Comprehensive income statements	pages 8 and 10
Statement of changes in equity	page 12
Cash flow statement	pages 13 to 14
Notes	pages 15 to 32

(c) the section "*Terms and Conditions of the Notes*" from the following prospectuses/offering circulars relating to the Programme: (i) Offering Circular dated 30th April, 2004 (pages 24-54 inclusive) (which can be viewed online at https://www.bourse.lu/Bourse/application?_flowId=DownloadDocumentFlow&v=ADyMFy5zxNFitbuuk6wDBnvjhuMyZlmRCLRp2blqesr8o3m+6tBMtJDcqtZcrE4a4Z1K0knXZW8ZmbBJ+U8PmD0T4XWeY4aME02fKlhpEFdIQyNeJiOPJnXLKWEyVYwwAxikr5XD2Xcf9a1DAyyOs+13U5qWXVsLcXbVa7vg2IU=&so_timeout=0); (ii) Prospectus dated 12th September, 2005 (pages 35-64 inclusive) (which can be viewed online at https://www.bourse.lu/Bourse/application?_flowId=DownloadDocumentFlow&v=ADyMFy5zxNFitbuuk6wDBqmbazstGbU83j+Hw3Dx2ro5MGNOI6AtODy3GM72OdD7jyQKytsTVx4Y5Lx/lINUOnHtTnPnRutTmxGpdUDv76wIwLtN+l3BDI0F6lZGSBOFwj2sJ7t4D2P7OCIsZ75sPvLlJt9GcxoJLDHJ9kIvQXc=&so_timeout=0); (iii) Prospectus dated 8th September, 2006 (pages 37-66 inclusive) (which can be viewed online at https://www.bourse.lu/Bourse/application?_flowId=DownloadDocumentFlow&v=ADyMFy5zxNFitbuuk6wDBq6jMyXwpPYDZ8phENTSR/PGq/giZoGGvIF1EuB3xJLbaoX9z6q09rM1XBu/r0QMuDUCZIILOfe1xoczSinx4aQnK5DSu4L37RMtXtyidIPpKeLNX/+RIBgeheeVt7oa+H37lfbasB

YiqxLgPKwhqQQ=&so_timeout=0); (iv) Prospectus dated 7th September, 2007 (pages 50-80 inclusive) (which can be viewed online at https://www.bourse.lu/Bourse/application?_flowId=DownloadDocumentFlow&v=ADyMFy5zxNFitbuuk6wDBo4G11tCM2nLERIS96iqUjdApZdcPd+06VOBhy+nOebS+/xYEOUBWC4Q/PZ5vhyW1qvtsZFPoyhj2lc9l9EEEEBk3DDRCph9fu3YptA+RoewnMBYK6JfJjyeH1d4a232jvsSLa2jkHdN3hyk8rvBnIE=&so_timeout=0); (v) Prospectus dated 8th September, 2008 (pages 50-81 inclusive) (which can be viewed online at https://www.bourse.lu/Bourse/application?_flowId=DownloadDocumentFlow&v=ADyMFy5zxNFitbuuk6wDBshRWa8twRD7Ww5Ng4kU6DgSTTN1EmEroTDl/w3IFH8CItNXOk32OH+3Fd44wRhZXkiPtJTnwUUicvweOnhrVrgequ3ya30wPpws/bIZUK8HZpvcCDWpVGx6SgIsj8Xh60HI59M/CSZvamNMhWdDvJM=&so_timeout=0); (vi) Prospectus dated 8th September, 2009 (pages 61-98 inclusive) (which can be viewed online at https://www.bourse.lu/Bourse/application?_flowId=DownloadDocumentFlow&v=ADyMFy5zxNFitbuuk6wDBrHOmhKXmR08espYDIpcSkZ1oS/B7XkF4V9GmEdBgGyu9P2IsFeE8CxZUSed86k05GTlXXq54CPrnkyiGQxM3pDJziEkINyiP68dtevTdfAzX2q1mrwPawU/c0672lHHnD+Q7wmWPDVYjn7l+/Oykuw=&so_timeout=0); (vii) Prospectus dated 7th September, 2010 (pages 60-95 inclusive) (which can be viewed online at https://www.bourse.lu/Bourse/application?_flowId=DownloadDocumentFlow&v=ADyMFy5zxNFitbuuk6wDBvpTuJz2944GkvxwAoVDR21L3qEDP7mBT/pX7p3i39kDBEVj37b3VWEqcNjb9POmY7CVzi1h6yDM/p+/KtQJu9kRmwnCNPvkGvITRduu4XaQ5zIE7oru9SPhOjbbNSxgqLXqE4syBOD2jjkkdZR+bq8=&so_timeout=0); (viii) Prospectus dated 7th September, 2011 (pages 67-104 inclusive) (which can be viewed online at https://www.dnb.no/portalfront/nedlast/en/about-us/ir/funding/emtn_programme_eur45billion_dated_september7_2011.pdf); (ix) Prospectus dated 9th October, 2012 (pages 57-96 inclusive) (which can be viewed online at https://www.dnb.no/portalfront/nedlast/en/about-us/ir/funding/EMTN_PROGRAMME_EUR45BILLION_dated_9_october_2012.pdf); (x) Prospectus dated 9th October, 2013 (pages 61-106 inclusive) (which can be viewed online at https://www.dnb.no/portalfront/nedlast/en/about-us/ir/funding/DNB_Bank_ASA_2013_Base_Prospectus.pdf); (xi) Prospectus dated 14th November, 2014 (pages 60-103 inclusive) (which can be viewed online at https://www.dnb.no/portalfront/nedlast/en/about-us/ir/presentations/2014/DNB_Prospectus_EMTN_program_limit_EUR_45billion_14nov2014.pdf); (xii) Prospectus dated 20th May, 2015 (pages 62-105 inclusive) (which can be viewed online at https://www.dnb.no/portalfront/nedlast/en/about-us/ir/presentations/2015/DNB_Bank_EMTN_programme_2015_Final.pdf); (xiii) Prospectus dated 14th June, 2016 (pages 78-122 inclusive) (which can be viewed online at https://www.dnb.no/portalfront/nedlast/en/about-us/ir/funding/emnt-program-2016.pdf); (xiv) Prospectus dated 16th June, 2017 (pages 81-126 inclusive) (which can be viewed online at http://www.ir.dnb.no/sites/default/files/disclaimer-files/DNB_Bank_ASA-_Final_Prospectus.pdf); and (xv) Prospectus dated 12th September, 2018 (pages 87-136 inclusive) (which can be viewed online at https://www.ir.dnb.no/sites/default/files/DNB_Bank_ASA_-_Final_Base_Prospectus_2018.pdf).

Any other information not listed in (a) and (b) above but incorporated by reference is for information purposes only. Any non-incorporated parts of the documents referred to above are either not relevant for an investor or are covered elsewhere in this Base Prospectus. Following the publication of this Base Prospectus, a supplement to this Base Prospectus may be prepared by the Issuer and approved by the Central Bank in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus can be obtained upon request, free of charge, from the registered office of the Issuer and the specified office of the Paying Agent for the time being in London.

The Issuer has undertaken to the Dealers in the Programme Agreement (as defined in "Subscription and Sale") that, in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Base Prospectus which is capable of affecting the assessment of any Notes or any change in the condition of the Issuer which is material in the context of the Programme or the issue of any Notes, the Issuer will prepare and publish a supplement to this Base Prospectus or publish a new prospectus for use in connection with any subsequent issue of Notes.

GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency, subject as set out herein. An overview of the terms and conditions of the Programme and the Notes is set out in "Overview of the Programme" above. The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer prior to the issue of the Notes and will be set out in the Terms and Conditions of the Notes endorsed on, attached to, or incorporated by reference into, the Notes, as modified by Part A of the applicable Final Terms or, as the case may be, the applicable Pricing Supplement attached to, or endorsed on, such Notes, as more fully described under "Form of the Notes" below.

This Base Prospectus and any supplement to this Base Prospectus will only be valid for listing Notes on Euronext Dublin or any other stock exchange in the EEA or on the SIX Swiss Exchange, in an aggregate nominal amount which, when added to the aggregate nominal amount then outstanding of all Notes previously or simultaneously issued under the Programme, does not exceed €45,000,000,000 or its equivalent in other currencies. For the purpose of calculating the euro equivalent of the aggregate nominal amount of Notes issued under the Programme from time to time:

(a) the euro equivalent of Notes denominated in another Specified Currency (as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement in relation to the relevant Notes) shall be determined, at the discretion of the Issuer, either as of the date on which agreement is reached for the issue of Notes or on the preceding day on which commercial banks and foreign exchange markets are open for general business in London, in each case on the basis of the spot rate for the sale of the euro against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading international bank selected by the Issuer on the relevant day of calculation; and

(b) the euro equivalent of Zero Coupon Notes (as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement in relation to the relevant Notes) and other Notes issued at a discount or a premium shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the relevant issue.

FORM OF THE NOTES

The Notes of each Series will be in bearer form, registered form or, in the case of VPS Notes, uncertificated book-entry form.

Form of Bearer Notes

Bearer Notes (other than Swiss Domestic Notes)

Each Tranche of Bearer Notes (other than Swiss Domestic Notes) will initially be represented by a Temporary Bearer Global Note without Coupons or Talons (each as defined in "Terms and Conditions of the Notes") which will (i) if the global Notes are intended to be issued in NGN form, as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg; and (ii) if the global Notes are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a Common Depositary for Euroclear and Clearstream, Luxembourg. Interests in the Temporary Bearer Global Note will be exchanged either for interests in a Permanent Bearer Global Note or, where specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement (subject to such notice period as is specified in the Final Terms or, as the case may be, the applicable Pricing Supplement), for definitive Bearer Notes on or after the date (the "**Exchange Date**") which is the later of (i) 40 days after the Temporary Bearer Global Note is issued and (ii) 40 days after completion of the distribution of the relevant Tranche, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant lead manager (in the case of a syndicated issue). Such exchange will be made only upon delivery of written certification to Euroclear and/or Clearstream, Luxembourg, as the case may be, to the effect that the beneficial owner of such Notes is not a U.S. person or other person who has purchased such Notes for resale to, or on behalf of, U.S. persons and Euroclear and/or Clearstream, Luxembourg, as the case may be, has given a like certification (based on the certification it has received) to the Issuing and Principal Paying Agent.

If an interest or principal payment date for any Notes occurs whilst such Notes are represented by a Temporary Bearer Global Note, the related interest or principal payment will be made only to the extent that certification of non-U.S. beneficial ownership has been received as described in the last sentence of the immediately preceding paragraph unless such certification has already been given. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest or principal due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note is improperly withheld or refused. Payments of principal or interest (if any) on a Permanent Bearer Global Note will be made through Euroclear or Clearstream, Luxembourg (against presentation or surrender, as the case may be, of the Permanent Bearer Global Note if the Permanent Bearer Global Note is not intended to be issued in NGN form) without any further requirement for certification.

Pursuant to the Agency Agreement (as defined under "Terms and Conditions of the Notes" below) the Issuing and Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued, the Notes of such Tranche shall be assigned a common code and ISIN by Euroclear and Clearstream, Luxembourg which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until at least expiry of the Distribution Compliance Period applicable to the Notes of such Tranche.

The applicable Final Terms or, as the case may be, the applicable Pricing Supplement will specify that either (i) a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, Coupons and Talons attached upon not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) to the Issuing and Principal Paying Agent as described therein or (ii) a Permanent Bearer Global Note (which is not a Swiss Domestic Note) will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, Coupons and Talons attached only upon the occurrence of an Exchange Event as described therein. "**Exchange Event**" means (i) in the case of Senior Preferred

Notes and Senior Non-Preferred Notes, an Event of Default has occurred and is continuing or, in the case of Subordinated Notes, Senior Preferred Notes (unless Unrestricted Events of Default and Enforcement is specified as being applicable in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement) and Senior Non-Preferred Notes, a payment default has occurred and is continuing, (ii) the Issuer has been notified that either Euroclear or Clearstream, Luxembourg has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and no alternative clearing system satisfactory to the Trustee is available, or (iii) the Issuer has or will become obliged to pay additional amounts as provided for or referred to in Condition 8 which would not be required were the Notes represented by the Permanent Bearer Global Note in definitive bearer form and a certificate to such effect signed by two Directors of the Issuer has been given to the Trustee. The Issuer will promptly give notice to Noteholders in accordance with Condition 17 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or the Trustee may give notice to the Issuing and Principal Paying Agent requesting exchange and in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Issuing and Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 30 days after the date of receipt of the first relevant notice by the Issuing and Principal Paying Agent.

The above exchange option should not be expressed to 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 Temporary Bearer Global Notes exchangeable for Definitive Notes.

Swiss Domestic Notes

Swiss Domestic Notes will be issued in bearer form and will be represented upon issue by a Swiss Global Note. The Swiss Global Note shall be signed by the Issuer and authenticated by or on behalf of the Swiss Principal Paying Agent.

The Swiss Global Note will be deposited by the Swiss Principal Paying Agent on or about the issue date of the Tranche with the Intermediary in accordance with standard Swiss market practice until final redemption of the Swiss Domestic Notes or the printing of definitive Bearer Notes in respect thereof. Payments of principal, interest (if any) or any other amounts on a Swiss Global Note will be made through the Intermediary without any requirement for certification.

Once the Swiss Global Note is deposited with the Intermediary and the accounts of one or more participants of the Intermediary have been credited in accordance therewith, the Swiss Domestic Notes will constitute intermediated securities (*Bucheffekten*) ("**Intermediated Securities**") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

Each Noteholder shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Swiss Global Note to the extent of his claim against the Issuer, provided that, for so long as the Swiss Global Note remains deposited with the Intermediary, the co-ownership interest shall be suspended and the Swiss Domestic Notes may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*), i.e., by the entry of the transferred Swiss Domestic Notes in a securities account of the transferee.

The records of the Intermediary will determine the number of Swiss Domestic Notes held through each participant in that Intermediary. In respect of Swiss Domestic Notes held in the form of Intermediated Securities, the holders of the Swiss Domestic Notes will be the persons holding such Swiss Domestic Notes in a securities account in their own name, or in the case of Intermediaries, the Intermediaries holding the Swiss Domestic Notes for their own account in a securities account which is in their name. The terms "**Noteholder**" and "**holder**" of Swiss Domestic Notes and related expressions as used herein and in the Trust Deed shall, in relation to any such Swiss Domestic Notes held in the form of Intermediated Securities, be construed accordingly, other than with respect to the

payment of principal or interest on Swiss Domestic Notes, for which purpose the bearer of the Swiss Global Note shall be treated as the holder of such Swiss Domestic Notes in accordance with and subject to the terms of the relevant Swiss Global Note.

Holders of Swiss Domestic Notes do not have the right to request the printing and delivery of definitive Bearer Notes. Interests in the Swiss Global Note will be exchangeable, in whole but not in part, for definitive Bearer Notes if the Swiss Principal Paying Agent (i) determines that the presentation of definitive Bearer Notes is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights or (ii) deems the printing and delivery of definitive Bearer Notes to be useful or desirable for any other reason. Should the Swiss Principal Paying Agent so determine, it shall provide for the printing of definitive Bearer Notes without cost to the holders. Upon delivery of the definitive Bearer Notes, the Swiss Global Note will be cancelled and the definitive Bearer Notes shall be delivered to the holders against cancellation of the Swiss Domestic Notes in the holders' securities accounts.

General provisions applicable to Bearer Notes

The following legend will appear on all Bearer Notes, Coupons and Talons which have an original maturity of more than one year (other than Temporary Bearer Global Notes):

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States persons, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes, Coupons or Talons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of Bearer Notes, Coupons or Talons.

Form of Registered Notes

Unless otherwise provided with respect to a particular Series of Registered Notes, the Registered Notes of each Tranche of such Series offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a Reg. S Global Note which will either (i) be deposited with a custodian for, and registered in the name of a nominee of, DTC for the accounts of Euroclear and Clearstream, Luxembourg for the accounts of their respective participants or (ii) be deposited with a common depositary or common safekeeper, as the case may be for Euroclear and Clearstream, Luxembourg, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg or in the name of a nominee of the common safekeeper, as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. Prior to expiry of the Distribution Compliance Period applicable to each Tranche of Notes, beneficial interests in a Reg. S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition **Error! Reference source not found.** and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Reg. S Global Note will bear a legend regarding such restrictions on transfer.

Registered Notes of each Tranche of such Series may only be offered and sold in the United States or to U.S. persons in private transactions: (i) to QIBs; or (ii) to Institutional Accredited Investors who agree to purchase the Notes for their own account and not with a view to the distribution thereof. The Registered Notes of each Tranche sold to QIBs will be represented by a Restricted Global Note which will be deposited with a custodian for, and registered in the name of a nominee of, DTC.

Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

The Registered Notes of each Tranche sold to Institutional Accredited Investors will be in definitive form, registered in the name of the holder thereof. The Restricted Global Note and the

Registered Notes in definitive form issued to Institutional Accredited Investors will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Payments of principal on the Registered Notes will be made on the relevant payment date to the persons shown on the Register at the close of business on the business day (being for this purpose a day on which banks are open for business in Brussels) immediately prior to the relevant payment date. Payments of interest on the Registered Notes will be made on the relevant payment date to the person in whose name such Notes are registered on the Record Date (as defined in Condition 6(c)) immediately preceding such payment date.

Payments of the principal of, and interest (if any) on, the Registered Global Notes will be made to the person shown on the register as the registered holder of the Registered Global Notes. None of the Issuer, the Issuing and Principal Paying Agent, any Paying Agent and the Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

No beneficial owner of an interest in a Registered Global Note will be able to exchange or transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

Form of VPS Notes

Each Tranche of VPS Notes will be issued in uncertificated and dematerialised book-entry form. Legal title to the VPS Notes will be evidenced by book entries in the records of the VPS. Issues of VPS Notes will be constituted by the Trust Deed. On the issue of such VPS Notes, the Issuer will send a letter to the Trustee, with copies sent to the Issuing and Principal Paying Agent and the VPS Account Manager (the "**VPS Letter**"), which letter will set out the terms of the relevant issue of VPS Notes in the form of Final Terms or, as the case may be, in the form of Pricing Supplement attached thereto. On notification to the VPS Account Manager of the subscribers and their VPS account details by the relevant Dealer, the VPS Account Manager will credit each subscriber's subscribing account holder with the VPS with a nominal amount of VPS Notes equal to the nominal amount thereof for which it has subscribed and paid.

Settlement of sale and purchase transactions in respect of VPS Notes in the VPS will take place two Oslo business days after the date of the relevant transaction. Transfers of interests in the relevant VPS Notes will take place in accordance with the rules and procedures for the time being of the VPS.

General

Save as provided in the "Terms and Conditions of the Notes" in respect of Swiss Domestic Notes, for so long as any of the Notes is represented by a global Note held on behalf of Euroclear and/or Clearstream, Luxembourg or so long as DTC or its nominee is the registered holder of a Registered Global Note or so long as the Note is a VPS Note, each person (other than Euroclear or Clearstream, Luxembourg or DTC or the VPS, as the case may be) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg or DTC or the VPS, as the case may be, as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by such clearing system as to the nominal amount of such Notes standing to the account of any person shall, save in the case of manifest error, be conclusive and binding for all purposes, including any form of statement or print out of electronic records provided by the relevant clearing system in accordance with its usual procedures and in which the holder of a particular nominal amount of such Notes is clearly identified together with the amount of such holding) shall be treated by the Issuer, the Trustee, the Issuing and Principal Paying Agent and any other Paying Agent as the holder of such nominal amount of such Notes for all purposes other than (in the case only of Notes not being VPS Notes) with respect to the payment of principal or interest on the Notes, for which purpose, in the case of Notes represented by a Bearer Global Note, the bearer of the relevant Bearer Global Note, in the case of Registered Global Notes, the registered holder or, in the case of Notes where DTC or its nominee is the registered holder of a Registered Global Note, DTC or its nominee

shall be treated by the Issuer, the Trustee, the Issuing and Principal Paying Agent and any other Paying Agent as the holder of such Notes in accordance with and subject to the terms of the relevant global Note (and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly).

Notes which are represented by a global Note and VPS Notes will only be transferable in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg and/or DTC and/or the Intermediary, as applicable.

Any reference herein to Euroclear and/or Clearstream, Luxembourg and/or DTC and/or the Intermediary and/or the VPS shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the Trustee and the Issuing and Principal Paying Agent.

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, (i) fails to do so within a reasonable period, or (ii) is unable for any reason so to do, and the failure or inability shall be continuing.

The Issuer has entered into an agreement with the ICSDs in respect of any Notes issued in NGN form or to be held under the New Safekeeping Structure ("**NSS**") that the Issuer may request be made eligible for settlement with the ICSDs (the "**Issuer-ICSDs Agreement**"). The Issuer-ICSDs Agreement provides that the ICSDs will, in respect of any such Notes, *inter alia*, maintain records of their respective portion of the issue outstanding amount and will, upon the Issuer's request, produce a statement for the Issuer's use showing the local nominal amount of its customer holdings of such Notes as of a specified date.

Where the global Notes issued in respect of any Tranche are in NGN form or are to be held under the NSS, the applicable Final Terms or, as the case may be, the applicable Pricing Supplement will also indicate whether such global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon the ECB being satisfied that the Eurosystem eligibility criteria have been met.

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes which are not Exempt Notes issued under the Programme.

MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. 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.]

[*Date*]

DNB Bank ASA

Legal entity identifier (LEI): 549300GKFG0RYRRQ1414

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

under the
€45,000,000,000 Euro Medium Term Note Programme

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 28th January, 2019 [and the supplement[s] to the Base Prospectus dated [*date*]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive ([together,] the "**Base Prospectus**"). 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. Full information on DNB Bank ASA (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. These Final Terms, the Base Prospectus [and the supplement[s]] [has] [have] been published on the website of the [Central Bank of Ireland at https://www.centralbank.ie/regulation/industry-market-sectors/securities-markets/prospectus-regulation/prospectuses] [Euronext Dublin www.ise.ie].

(*The following alternative language applies if the first Tranche of a Series 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*] which are incorporated by reference in the Base Prospectus dated 28th January, 2019. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated 28th January, 2019 [and the supplement[s] to the Base Prospectus dated [*date*]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive ([together,] the "**Base Prospectus**"), including the Conditions incorporated by reference in the Base Prospectus. Full information on DNB Bank ASA (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. These Final Terms, the Base Prospectus [and the supplement[s]] [has] [have] been published on the website of the [Central Bank of Ireland at https://www.centralbank.ie/regulation/industry-market-sectors/securities-markets/prospectus-regulation/prospectuses] [Euronext Dublin www.ise.ie].

(*Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Final Terms.*)

1.	Issuer:		DNB Bank ASA
2.	(i)	Series Number:	[ ]
	(ii)	Tranche Number:	[ ]
	(iii)	Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with (*identify earlier Tranches*) on [the Issue Date/exchange of the Temporary Bearer Global Note for interests in the Permanent Bearer Global Note, as referred to in paragraph [ ] below, which is expected to occur on or about (*date*)] [Not Applicable]
3.	Specified Currency or Currencies:		[ ]
4.	Aggregate Nominal Amount:		
	Series:		[ ]
	Tranche:		[ ]
5.	Issue Price:		[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from (*insert date*) (*if applicable*)]
6.	(i)	Specified Denomination(s):	[ ] [and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].] (*N.B. Include the wording in square brackets above, where Bearer Notes are being issued which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount*) *(In the case of Registered Notes, this means the minimum integral amount in which transfers can be made)*
	(ii)	Calculation Amount:	[ ]

7.	(i)	Issue Date:	[ ]
	(ii)	Interest Commencement Date:	[*specify*/Issue Date/Not Applicable] (*N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.*)
8.	Maturity Date:		(*Fixed rate or reset rate – specify date/Floating Rate –* Interest Payment Date falling in or nearest to (*specify month*))
9.	Interest Basis:		[[ ] per cent. Fixed Rate] [[ ] month [LIBOR / EURIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR / SIBOR / PRIBOR / BBSW] +/- [ ] per cent. Floating Rate] [Floating Rate: CMS Linked Interest] [Reset Notes] [Zero Coupon] (further particulars specified below, see paragraph [14/15/16/17])
10.	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. / [ ] per cent. of their nominal amount
11.	Change of Interest Basis:		(*Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 14 and 15 below and identify there*) [Not Applicable]
12.	Put/Call Options:		[Investor Put] [Issuer Call] [(further particulars specified below, see paragraph [18/19])]
13.	(i)	Status of the Notes:	[Senior Preferred/Senior Non-Preferred/ Subordinated]
	(A)	No Right of Set-Off or Counterclaim:	[Applicable/Not Applicable] (*Only relevant for Senior Preferred Notes*)
	(B)	Regulatory Consent:	[Applicable/Not Applicable] (*Only relevant for Senior Preferred Notes*)
	(C)	Redemption upon occurrence of Capital Event and amounts payable on redemption therefor:	[Applicable – Condition 7(j) applies/Not Applicable (*If applicable, specify the amount payable on redemption following a Capital Event*)] (*Only relevant for Subordinated Notes*)
	(D)	Redemption upon occurrence of MREL Disqualification Event and amounts payable on redemption therefor:	[Applicable – Condition 7(k) applies/Not Applicable (*If applicable, specify the amount payable on redemption following a MREL Disqualification Event*)] (*Only relevant for Senior Preferred Notes and Senior Non-Preferred Notes*)
	(E)	Substitution or variation:	[Applicable – Condition [7(l)/7(m)] applies/Not Applicable] (*Condition 7(l) is relevant for Subordinated Notes and*

		Condition 7(m) is relevant for Senior Preferred Notes and Senior Non-Preferred Notes)
(F)	Restricted Gross-Up Senior Preferred Notes:	[Applicable/Not Applicable] (*Only relevant for Senior Preferred Notes*)
(G)	Unrestricted Events of Default and Enforcement:	[Applicable/Not Applicable] (*Only relevant for Senior Preferred Notes*)
(ii)	Date Board approval for issuance of Notes obtained:	[ ]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate(s) of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date
	(ii)	Interest Payment Date(s):	[ ] in each year up to and including the Maturity Date (*Amend appropriately in the case of irregular coupons*)
	(iii)	Fixed Coupon Amount(s):	[[ ] per Calculation Amount] [Not Applicable]
	(iv)	Broken Amount(s):	[[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]] [Not Applicable]
	(v)	Day Count Fraction:	[Actual/Actual (ICMA)]/[30/360]
	(vi)	Determination Date(s):	[[ ] in each year] [Not Applicable]
15.	Floating Rate Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Specified Period(s)/Specified Interest Payment Dates:	[ ]
	(ii)	First Interest Payment Date:	[ ]
	(iii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
	(iv)	Additional Business Centre(s):	[ ]/[Not Applicable]
	(v)	Manner in which the Rate of Interest and Interest Amount is to be determined:	[Screen Rate Determination/ISDA Determination]
	(vi)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent):	[ ]/[Not Applicable]
	(vii)	Screen Rate Determination:	

–	Reference Rate and Relevant Financial Centre:	Reference Rate: [[ ] month [LIBOR / EURIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR / SIBOR / PRIBOR / BBSW]]/[CMS Reference Rate/Leveraged CMS Reference Rate/Steepner CMS Reference Rate: [Unleveraged/Leveraged]/Call CMS Reference Rate] Relevant Financial Centre: [London / Brussels / Stockholm / Oslo / Copenhagen / Tokyo / Hong Kong / Singapore / Prague / Sydney] Reference Currency: [ ] Designated Maturity: [ ]/[The CMS Rate having a Designated Maturity of [ ] shall be "**CMS Rate 1**" and the CMS Rate having a Designated Maturity of [ ] shall be "**CMS Rate 2**"] (*Where more than one CMS Rate, specify the Designated Maturity for each relevant CMS Rate*) Specified Time: [ ] in the Relevant Financial Centre
–	Interest Determination Date(s):	[ ] (*In the case of LIBOR (other than Sterling or Euro LIBOR)*): [Second London business day prior to the start of each Interest Period] (*In the case of Sterling LIBOR*): [First day of each Interest Period] (*In the case of Euro LIBOR or EURIBOR*): [Second day on which the TARGET2 System is open prior to the start of each Interest Period] (*In the case of STIBOR*): [Second Stockholm business day prior to the start of each Interest Period] (*In the case of NIBOR*): [Second Oslo business day prior to the start of each Interest Period] (*In the case of CIBOR*): [First day of each Interest Period] (*In the case of TIBOR*): [Second Tokyo business day prior to the start of each Interest Period] (*In the case of HIBOR*): [First day of each Interest Period] (*In the case of SIBOR*): [Second Singapore business day prior to the start of each Interest Period] (*In the case of PRIBOR*): [Second Prague business day prior to the start of each Interest Period] (*In the case of BBSW*): [Second Sydney business day prior to the start of each Interest Period]

		(*In the case of a CMS Rate where the Reference Currency is euro*): [Second day on which the TARGET2 system is open prior to the start of each interest Period]
		(*In the case of a CMS Rate where the Reference Currency is other than euro*): [Second (*specify type of day*) prior to the start of each Interest Period]
	– Relevant Screen Page:	[ ] (*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fall back provisions appropriately*)
		(*In the case of a CMS Linked Interest Note, specify relevant screen page and any applicable headings and captions*)
	– CMS Rate definitions:	[Cap means [ ] per cent. per annum]
		[Floor means [ ] per cent. per annum]
		[Leverage means [ ] per cent.]
(viii)	ISDA Determination	
	– Floating Rate Option:	[ ]
	– Designated Maturity:	[ ]
	– Reset Date:	[ ]
		(*In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period. In the case of a CMS Linked Interest Note, if based on euro then the first day of each Interest Period and if otherwise to be checked*)
		(*N.B. The fallback provisions applicable to ISDA Determination under the 2006 ISDA Definitions are reliant upon the provision by reference banks of offered quotations for LIBOR and/or EURIBOR which, depending on market circumstances, may not be available at the relevant time*)
(ix)	Linear Interpolation:	[Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
(x)	Margin(s):	[+/-] [ ] per cent. per annum
(xi)	Minimum Rate of Interest:	[ ] per cent. per annum
(xii)	Maximum Rate of Interest:	[ ] per cent. per annum
(xiii)	Day Count Fraction:	[Actual/Actual (ISDA)] [Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360]

			[30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]
	(xiv)	Benchmark Discontinuation:	[Applicable/Not Applicable]
16.	Reset Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Initial Rate of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date
	(ii)	Initial Mid-Swap Rate:	[ ] per cent.
	(iii)	First Reset Margin:	[+/-][ ] per cent. per annum
	(iv)	Subsequent Reset Margin:	[[+/-][ ] per cent. per annum]/[Not Applicable]
	(v)	Interest Payment Date(s):	[ ] in each year up to and including the Maturity Date
	(vi)	Fixed Coupon Amount up to (but excluding) the First Reset Date:	[[ ] per Calculation Amount][Not Applicable]
	(vii)	Broken Amount(s) up to (but excluding) the First Reset Date:	[ ] per Calculation Amount payable on the Interest Payment Date falling on [ ]] [Not Applicable]
	(viii)	First Reset Date:	[ ]
	(ix)	Second Reset Date:	[[ ]/[Not Applicable]
	(x)	Subsequent Reset Date(s):	[[ ] [and [ ]]/[Not Applicable]
	(xi)	Relevant Screen Page:	[ ]
	(xii)	Mid-Swap Rate:	[Single Mid-Swap Rate/Mean Mid-Swap Rate]
	(xiii)	Original Mid-Swap Rate Basis:	[Annual/Semi-annual/Quarterly/Monthly]
	(xiv)	Mid-Swap Floating Leg Maturity:	[ ]
	(xv)	Reset Determination Date(s):	[ ] (*Specify in relation to each Reset Date*)
	(xvi)	Specified Time:	[ ]
	(xvii)	Prior Rate of Interest or Calculation Agent Determination applicable:	[Prior Rate of Interest/Calculation Agent Determination]
	(xviii)	Day Count Fraction:	[Actual/Actual (ICMA)]/[30/360]
	(xix)	Determination Date(s):	[[ ] in each year] [Not Applicable]
	(xx)	Calculation Agent:	[ ][Not Applicable]
	(xxi)	Benchmark Discontinuation:	[Applicable/Not Applicable]

17.	Zero Coupon Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Accrual Yield:	[ ] per cent. per annum
	(ii)	Reference Price:	[ ]
	(iii)	Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365] (*Consider applicable day count fraction if not U.S. dollar denominated*)

PROVISIONS RELATING TO REDEMPTION

18.	Issuer Call		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[ ]
	(ii)	Optional Redemption Amount(s):	[ ] per Calculation Amount
	(iii)	If redeemable in part:	
		(a) Minimum Redemption Amount:	[ ]
		(b) Higher Redemption Amount:	[ ]
	(iv)	Notice period if other than as set out in Condition 7(c):	[ ] (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)
19.	Investor Put		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[ ]
	(ii)	Optional Redemption Amount(s):	[ ] per Calculation Amount
20.	Final Redemption Amount:		[ ] per Calculation Amount
21.	Early Redemption Amount(s) payable on redemption for taxation reasons or on		[ ] per Calculation Amount

event of default:

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22.	Form of Notes:	
	(i) Form:	[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Bearer Notes [on not less than 60 days' notice given at any time/only upon an Exchange Event]] [Temporary Bearer Global Note exchangeable for Definitive Bearer Notes on and after the Exchange Date]] [Reg. S Global Note registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]] [Restricted Global Note registered in the name of a nominee for DTC] [Definitive Registered Notes] [VPS Notes issued in uncertificated book-entry form]
	(ii) New Global Note:	[Yes] [No]
23.	Additional Financial Centre(s):	[Not Applicable/*give details*] (*Note that this paragraph relates to the place of payment, and not Interest Period end dates to which sub-paragraph 15(iv) relates*)
24.	Talons for future Coupons to be attached to Definitive Notes:	[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form more than 27 coupon payments are still to be made/No]

Signed on behalf of DNB Bank ASA:

By: ....
Duly authorised

PART B – OTHER INFORMATION

1. **LISTING AND ADMISSION TO TRADING:**

(i)	Listing and admission to trading:	[Application has been made for the Notes to be admitted to trading on the regulated market of [Euronext Dublin]/[Oslo Stock Exchange] and listed on the official list of [Euronext Dublin]/[Oslo Stock Exchange] with effect from [ ]] (*Where documenting a fungible issue use*:) [The original Notes were admitted to trading on the regulated market of [Euronext Dublin]/[Oslo Stock Exchange] and admitted to the official list of [Euronext Dublin] [Oslo Stock Exchange] on [ ].
(ii)	Estimate of total expenses related to admission to trading:	[ ]

2. **RATINGS:**

[The Notes to be issued [[have been]/[are expected to be]] rated (*insert details*) by (*insert credit rating agency name(s) and associated defined terms*). Each of (*defined terms*) is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**").]

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

[(*Insert credit rating agency*) is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[(*Insert credit rating agency*) is established in the European Union and is registered under Regulation (EC) No. 1060/2009.]

[(*Insert credit rating agency*) is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009.]

[(*Insert credit rating agency*) is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009. However, the application for registration under Regulation (EC) No. 1060/2009 of (*insert the name of the relevant EU CRA affiliate that applied for registration*), which is established in the European Union, disclosed the intention to endorse credit ratings of (*insert credit rating agency*).]

[(*Insert credit rating agency*) is not established in the

European Union and has not applied for registration under Regulation (EC) No. 1060/2009. The ratings [[have been]/[are expected to be]] endorsed by (*insert the name of the relevant EU-registered credit rating agency*) in accordance with Regulation (EC) No. 1060/2009. (*Insert the name of the relevant EU-registered credit rating agency*) is established in the European Union and registered under Regulation (EC) No. 1060/2009.]

[(*Insert credit rating agency*) is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009, but it is certified in accordance with such Regulation.]

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

[Save for any fees [of [*insert relevant fee disclosure*]] payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.] (*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest.*)

(*When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.*)

4. **YIELD:** (*Fixed Rate Notes and Reset Notes only*)

Indication of yield:	[ ]

5. **OPERATIONAL INFORMATION:**

(i)	ISIN Code:	[ ]
(ii)	Common Code:	[ ]
(iii)	CUSIP Number:	[ ][Not Applicable]
(iv)	CFI:	[ ][Not Applicable]
(v)	FISN:	[ ][Not Applicable] (*If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable"*)
(vi)	Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking S.A. and SIS and the relevant identification number(s):	[Not Applicable/(*give name(s) and number(s)*)/*Verdipapirsentralen*, Norway. VPS identification number: [ ]. The Issuer and the Trustee shall be entitled to obtain certain information from the register maintained by the VPS for the purposes of performing its obligations under the issue of VPS Notes]
(vii)	Delivery:	Delivery [against/free of] payment

(viii)	Names and addresses of additional Paying Agent(s) (if any):	[ ] [Not Applicable]
(ix)	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 registered in the name of a nominee of one of the ICSDs acting as common safekeeper, that is, held under the NSS,] (*include this text for Registered Notes which are to be held under the NSS*) 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 satisfied that the 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[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper, that is, held under the NSS] (*include this text for Registered Notes which are to be held under the NSS*). 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 the Eurosystem eligibility criteria have been met.]] (*If "yes" is specified above, Bearer Notes must be issued in NGN form*)

6. **DISTRIBUTION:**

(i)	If syndicated, names of Managers:	[Not Applicable/*give names*]
(ii)	Date of Subscription Agreement:	[ ][Not Applicable]
(iii)	Stabilisation Manager(s) (if any):	[Not Applicable/*give name(s)*]
(iv)	If non-syndicated, name of relevant Dealer:	[Not Applicable/*give name*]
(v)	U.S. Selling Restrictions:	[TEFRA D/TEFRA C/TEFRA not applicable] (*N.B. VPS Notes must be issued in compliance with TEFRA C unless TEFRA is not applicable*)

[(vi)	Whether sales to QIBs under Rule 144A and/or private placement sales to Institutional Accredited Investors in the United States are permitted to be made:]	[Yes: Rule 144A only/Rule 144A and Institutional Accredited Investors/No]
(vii)	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable] (*If the Notes clearly do not constitute "packaged" products or the Notes do constitute packaged" products and a key information document will be prepared, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)*
(viii)	Prohibition of Sales to Belgian Consumers:	[Applicable/Not Applicable] (*N.B. advice should be taken from Belgian counsel before disapplying this selling restriction*)

7. **EU BENCHMARKS REGULATION:**

EU Benchmarks Regulation: Article 29(2) statement on benchmarks:	[Not applicable] [Applicable: Amounts payable under the Notes are calculated by reference to [LIBOR / EURIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR / SIBOR / PRIBOR / BBSW / [*in the case of Reset Notes, insert name[s] of benchmark(s)*]], which [is/are] provided by [insert name[s] of the administrator[s] – if more than one specify in relation to each relevant benchmark]. [As at the date of these Final Terms, [insert name[s] of the administrator[s]] [is/are] [not] included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority [("**ESMA**")] pursuant to article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) [(the "**BMR**")].] [(*repeat as necessary*)]]

8. **THIRD PARTY INFORMATION:**

[[ ] has been extracted from [ ]. 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 [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading.]/[Not Applicable]

9. **USE OF PROCEEDS:**

[As specified in the Base Prospectus]/[ ]

APPLICABLE PRICING SUPPLEMENT

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt Notes issued under the Programme.

[**MiFID II product governance / target market** – [*appropriate target market legend to be included*]]

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. 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.]

[*Date*]

DNB Bank ASA

Legal entity identifier (LEI): 549300GKFG0RYRRQ1414

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

under the
€45,000,000,000 Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

This document constitutes the Pricing Supplement of the Notes described herein. This document must be read in conjunction with the Base Prospectus dated [*date*] [and the supplement[s] to the Prospectus dated [*date*]] (the "**Base Prospectus**"). Full information on DNB Bank ASA (the "**Issuer**") and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. Copies of the Base Prospectus may be obtained from [*address*].

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*] which are incorporated by reference in the Base Prospectus].[3]

(*Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Pricing Supplement.*)

1.	Issuer:		DNB Bank ASA
2.	(i)	Series Number:	[ ]
	(ii)	Tranche Number:	[ ]

[3] Only include this language where it is a fungible issue and the original Tranche was issued under a Prospectus with a different date.

	(iii)	Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with (*identify earlier Tranches*) on [the Issue Date/exchange of the Temporary Bearer Global Note for interests in the Permanent Bearer Global Note, as referred to in paragraph [ ] below, which is expected to occur on or about (*date*)] [Not Applicable]
3.	Specified Currency or Currencies:		[ ]
4.	Aggregate Nominal Amount:		
	[Series:		[ ]
	[Tranche:		[ ]
5.	Issue Price:		[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from (*insert date*) (*if applicable*)]
6.	(i)	Specified Denomination(s):	[ ] [and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].] (*N.B. Include the wording in square brackets above, where Bearer Notes are being issued which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount*) *(In the case of Registered Notes, this means the minimum integral amount in which transfers can be made)*
	(ii)	Calculation Amount:	[ ]
7.	(i)	Issue Date:	[ ]
	(ii)	Interest Commencement Date:	[*specify*/Issue Date/Not Applicable] (*N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.*)
8.	Maturity Date:		(*Fixed rate or reset rate – specify date/Floating Rate –* Interest Payment Date falling in or nearest to (*specify month*))
9.	Interest Basis:		[[ ] per cent. Fixed Rate] [[ ] month [LIBOR / EURIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR / SIBOR / PRIBOR / BBSW / *other*] [+/- [ ] per cent. Floating Rate] [Floating Rate: CMS Linked Interest] [Reset Notes] [Zero Coupon] (further particulars specified below, see paragraph [14/15/16/17])
10.	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. / [ ] per cent. of their nominal amount
11.	Change of Interest Basis:	(*Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 14 and 15 below and identify there*) [Not Applicable]
12.	Put/Call Options:	[Investor Put] [Issuer Call] [(further particulars specified below, see paragraph [18/19])]
13.	Status of the Notes:	[Senior Preferred/Senior Non-Preferred/ Subordinated]
	(A) No Right of Set-Off or Counterclaim:	[Applicable/Not Applicable] (*Only relevant for Senior Preferred Notes*)
	(B) Regulatory Consent:	[Applicable/Not Applicable] (*Only relevant for Senior Preferred Notes*)
	(C) Redemption upon occurrence of Capital Event and amounts payable on redemption therefor:	[Applicable – Condition 7(j) applies/Not Applicable (*If applicable, specify the amount payable on redemption following a Capital Event*)] (*Only relevant for Subordinated Notes*)
	(D) Redemption upon occurrence of MREL Disqualification Event and amounts payable on redemption therefor:	[Applicable – Condition 7(k) applies/Not Applicable (*If applicable, specify the amount payable on redemption following a MREL Disqualification Event*)] (*Only relevant for Senior Preferred Notes and Senior Non-Preferred Notes*)
	(E) Substitution or variation:	[Applicable – Condition [7(l)/7(m)] applies/Not Applicable] (*Condition 7(l) is relevant for Subordinated Notes and Condition 7(m) is relevant for Senior Preferred Notes and Senior Non-Preferred Notes*)
	(F) Restricted Gross-Up Senior Preferred Notes:	[Applicable/Not Applicable] (*Only relevant for Senior Preferred Notes*)
	(G) Unrestricted Events of Default and Enforcement:	[Applicable/Not Applicable] (*Only relevant for Senior Preferred Notes*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate Note Provisions	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Rate(s) of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date
	(ii) Interest Payment Date(s):	[ ] in each year up to and including the Maturity Date (*Amend appropriately in the case of irregular coupons*)
	(iii) Fixed Coupon Amount(s):	[[ ] per Calculation Amount] [Not Applicable]

	(iv)	Broken Amount(s):	[[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]] [Not Applicable]
	(v)	Day Count Fraction:	[Actual/Actual (ICMA)]/[30/360]
	(vi)	Determination Date(s):	[[ ] in each year] [Not Applicable]
15.	Floating Rate Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Specified Period(s)/Specified Interest Payment Dates:	[ ]
	(ii)	First Interest Payment Date:	[ ]
	(iii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
	(iv)	Additional Business Centre(s):	[ ]/[Not Applicable]
	(v)	Manner in which the Rate of Interest and Interest Amount is to be determined:	[Screen Rate Determination/ISDA Determination]
	(vi)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent):	[ ]/[Not Applicable]
	(vii)	Screen Rate Determination:	
		– Reference Rate and Relevant Financial Centre:	Reference Rate: [[ ] month [LIBOR / EURIBOR / STIBOR / NIBOR / CIBOR / TIBOR / HIBOR /SIBOR / PRIBOR / BBSW]]/[CMS Reference Rate/Leveraged CMS Reference Rate/Steepner CMS Reference Rate: [Unleveraged/Leveraged]/Call CMS Reference Rate] Relevant Financial Centre: [London / Brussels / Stockholm / Oslo / Copenhagen / Tokyo / Hong Kong / Singapore / Prague / Sydney] Reference Currency: [ ] Designated Maturity: [ ]/[The CMS Rate having a Designated Maturity of [ ] shall be "**CMS Rate 1**" and the CMS Rate having a Designated Maturity of [ ] shall be "**CMS Rate 2**"] (*Where more than one CMS Rate, specify the Designated Maturity for each relevant CMS Rate*) Specified Time: [ ] in the Relevant Financial Centre
		– Interest Determination Date(s):	[ ] (*In the case of LIBOR (other than Sterling or Euro LIBOR)*): [Second London business day prior to the

start of each Interest Period]

(*In the case of Sterling LIBOR*): [First day of each Interest Period]

(*In the case of Euro LIBOR or EURIBOR*): [Second day on which the TARGET2 System is open prior to the start of each Interest Period]

(*In the case of STIBOR*): [Second Stockholm business day prior to the start of each Interest Period]

(*In the case of NIBOR*): [Second Oslo business day prior to the start of each Interest Period]

(*In the case of CIBOR*): [First day of each Interest Period]

(*In the case of TIBOR*): [Second Tokyo business day prior to the start of each Interest Period]

(*In the case of HIBOR*): [First day of each Interest Period]

(*In the case of SIBOR*): [Second Singapore business day prior to the start of each Interest Period]

(*In the case of PRIBOR*): [Second Prague business day prior to the start of each Interest Period]

(*In the case of BBSW*): [Second Sydney business day prior to the start of each Interest Period]

(*In the case of a CMS Rate where the Reference Currency is euro*): [Second day on which the TARGET2 system is open prior to the start of each interest Period]

(*In the case of a CMS Rate where the Reference Currency is other than euro*): [Second (*specify type of day*) prior to the start of each Interest Period]

– Relevant Screen Page: [ ]
(*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fall back provisions appropriately*)

(*In the case of a CMS Linked Interest Note, specify relevant screen page and any applicable headings and captions*)

– CMS Rate definitions: [Cap means [ ] per cent. per annum]

[Floor means [ ] per cent. per annum]

[Leverage means [ ] per cent.]

(viii) ISDA Determination

– Floating Rate Option: [ ]

–	Designated Maturity:	[ ]
–	Reset Date:	[ ] (*In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period. In the case of a CMS Linked Interest Note, if based on euro then the first day of each Interest Period and if otherwise to be checked*) (*N.B. The fallback provisions applicable to ISDA Determination under the 2006 ISDA Definitions are reliant upon the provision by reference banks of offered quotations for LIBOR and/or EURIBOR which, depending on market circumstances, may not be available at the relevant time*)
(ix)	Linear Interpolation:	[Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
(x)	Margin(s):	[+/-] [ ] per cent. per annum
(xi)	Minimum Rate of Interest:	[ ] per cent. per annum
(xii)	Maximum Rate of Interest:	[ ] per cent. per annum
(xiii)	Day Count Fraction:	[Actual/Actual (ISDA)] [Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]
(xiv)	Benchmark Discontinuation:	[Applicable/Not Applicable]

16.	Reset Note Provisions	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Initial Rate of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date
(ii)	Initial Mid-Swap Rate:	[ ] per cent.
(iii)	First Reset Margin:	[+/-][ ] per cent. per annum
(iv)	Subsequent Reset Margin:	[[+/-][ ] per cent. per annum]/[Not Applicable]
(v)	Interest Payment Date(s):	[ ] in each year up to and including the Maturity Date
(vi)	Fixed Coupon Amount up to (but excluding) the First Reset Date:	[[ ] per Calculation Amount][Not Applicable]
(vii)	Broken Amount(s) up to (but excluding) the First Reset Date:	[ ] per Calculation Amount payable on the Interest Payment Date falling on [ ]] [Not Applicable]

	(viii)	First Reset Date:	[ ]
	(ix)	Second Reset Date:	[ ]
	(x)	Subsequent Reset Date(s):	[[ ] [and [ ]]/[Not Applicable]
	(xi)	Relevant Screen Page:	[ ]
	(xii)	Mid-Swap Rate:	[Single Mid-Swap Rate/Mean Mid-Swap Rate]
	(xiii)	Mid-Swap Rate Conversion:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraph of this paragraph)*
	(xiv)	Original Mid-Swap Rate Basis:	[Annual/Semi-annual/Quarterly/Monthly]
	(xv)	Mid-Swap Floating Leg Maturity:	[ ]
	(xvi)	Reset Determination Date(s):	[ ] (*Specify in relation to each Reset Date*)
	(xvii)	Specified Time:	[ ]
	(xviii)	Prior Rate of Interest or Calculation Agent Determination applicable:	[Prior Rate of Interest/Calculation Agent Determination]
	(xix)	Day Count Fraction:	[Actual/Actual (ICMA)]/[30/360]
	(xx)	Determination Date(s):	[[ ] in each year] [Not Applicable]
	(xxi)	Calculation Agent:	[ ][Not Applicable]
	(xxii)	Benchmark Discontinuation:	[Applicable/Not Applicable]
17.	Zero Coupon Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Accrual Yield:	[ ] per cent. per annum
	(ii)	Reference Price:	[ ]
	(iii)	Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365] (*Consider applicable day count fraction if not U.S. dollar denominated*)

PROVISIONS RELATING TO REDEMPTION

18.	Issuer Call	[Applicable/Not Applicable]

		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Optional Redemption Date(s):	[ ]
(ii)	Optional Redemption Amount(s):	[ ] per Calculation Amount
(iii)	If redeemable in part:	
	(a) Minimum Redemption Amount:	[ ]
	(b) Higher Redemption Amount:	[ ]
(iv)	Notice period if other than as set out in Condition 7(c):	[ ] (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)
19.	Investor Put	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Optional Redemption Date(s):	[ ]
(ii)	Optional Redemption Amount(s):	[ ] per Calculation Amount
20.	Final Redemption Amount:	[ ] per Calculation Amount
21.	Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default:	[ ] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22.	Form of Notes:	
(i)	Form:	[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Bearer Notes [on not less than 60 days' notice given at any time/only upon an Exchange Event]] [Temporary Bearer Global Note exchangeable for Definitive Bearer Notes on and after the Exchange Date on [ ] days' notice given at any time]] [Swiss Global Note] [Reg. S Global Note ([ ] nominal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and

		Clearstream, Luxembourg]] [Restricted Global Note ([ ] nominal amount) registered in the name of a nominee for DTC] [Definitive Registered Notes] [VPS Notes issued in uncertificated book-entry form]
	(ii) New Global Note:	[Yes] [No]
23.	Additional Financial Centre(s):	[Not Applicable/*give details*] (*Note that this paragraph relates to the place of payment, and not Interest Period end dates to which sub-paragraph 15(iv) relates*)
24.	Talons for future Coupons to be attached to Definitive Notes:	[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]
25.	Other final terms:	[Not Applicable/*give details*]

[**RESPONSIBILITY**

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

Signed on behalf of DNB Bank ASA:

By: ....
Duly authorised

PART B – OTHER INFORMATION

1. **LISTING AND ADMISSION TO TRADING:**

Listing and admission to trading:	[Application has been made for the Notes to be admitted to trading on the standard for bonds of the SIX Swiss Exchange with effect from [ ]. The last trading day is expected to be (*two business days prior to the Maturity Date*). Application for definitive listing on the standard for bonds of the SIX Swiss Exchange will be made as soon as practicable and, if granted, will only be granted after the Issue Date. *Representation* In accordance with Article 43 of the Listing Rules of the SIX Swiss Exchange, [ ] has been appointed by the Issuer as representative to lodge the listing application with the SIX Exchange Regulation. *Documents Available* Copies of this Pricing Supplement and the Base Prospectus are available at [ ].] (*Need to include for Notes listed on the SIX Swiss Exchange*) [Not Applicable]

2. **RATINGS:** [The Notes to be issued [[have been]/[are expected to be]] rated [*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies)*]

   (The above disclosure is only required if the ratings of the Notes are different to those stated in the Base Prospectus)

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

[Save for the fees [of [*insert relevant fee disclosure*]] payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.] (*Amend as appropriate if there are other interests*)

4. **USE OF PROCEEDS:**

[As specified in the Base Prospectus]/[ ]

5. **OPERATIONAL INFORMATION:**

(i)	ISIN Code:	[ ]
(ii)	Common Code:	[ ]

(iii)	Swiss Security Number:	[ ]
(iv)	CUSIP Number:	[ ][Not Applicable]
(v)	CFI:	[ ][Not Applicable]
(vi)	FISN:	[ ][Not Applicable] (*If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable"*)
(vii)	Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking S.A. and SIS and the relevant identification number(s):	[Not Applicable/(*give name(s) and number(s)*)/*Verdipapirsentralen*, Norway. VPS identification number: [ ]. The Issuer shall be entitled to obtain certain information from the register maintained by the VPS for the purposes of performing its obligations under the issue of VPS Notes]
(viii)	Delivery:	Delivery [against/free of] payment
(ix)	Names and addresses of additional Paying Agent(s) (including, in the case of Swiss Domestic Notes, the Swiss Paying Agent(s)) (if any):	[ ] [Not Applicable]
(x)	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 registered in the name of a nominee of one of the ICSDs acting as common safekeeper, that is, held under the NSS,] (*include this text for Registered Notes which are to be held under the NSS*) 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 satisfied that the Eurosystem eligibility criteria have been met.] [No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper, that is, held under the NSS] (*include this text for Registered Notes which are to be held under the NSS*). 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 the Eurosystem eligibility criteria have been met.]]

(*If "yes" is specified above, Bearer Notes must be issued in NGN form*)

6. **DISTRIBUTION:**

(i)	If syndicated, names of Managers:	[Not Applicable/*give names*]
(ii)	Date of Subscription Agreement:	[ ][Not Applicable]
(iii)	Stabilisation Manager(s) (if any):	[Not Applicable/*give name(s)*]
(iv)	If non-syndicated, name of relevant Dealer:	[Not Applicable/*give name*]
(v)	U.S. Selling Restrictions:	[TEFRA D/TEFRA D (Swiss Exemption)/TEFRA C/TEFRA not applicable] (*N.B. TEFRA D (Swiss Exemption) is available for Swiss Domestic Notes only*) (*N.B. VPS Notes must be issued in compliance with TEFRA C*)
[(vi)	Whether sales to QIBs under Rule 144A and/or private placement sales to Institutional Accredited Investors in the United States are permitted to be made:]	[Yes: Rule 144A only/Rule 144A and Institutional Accredited Investors/No]
(vii)	Prohibition of Sales to EEA Retail Investors	[Applicable/Not Applicable] (*If Notes clearly do not constitute "packaged" products or the Notes do constitute packaged" products and a key information document will be prepared, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified*).
(viii)	Prohibition of Sales to Belgian Consumers:	[Applicable/Not Applicable] (*N.B. advice should be taken from Belgian counsel before disapplying this selling restriction*)

7. **[INFORMATION IN RELATION TO SWISS DOMESTIC NOTES AND NOTES LISTED ON THE SIX SWISS EXCHANGE ONLY:**

(i)	No Material Change:	There has been no material change in the Issuer's assets and liabilities, financial position, profits or losses since (*insert date of most recent annual or interim financial statements*).
(ii)	Notices:	For so long as any Swiss Global Note representing the Notes is deposited with the Intermediary [and in the event that the Notes are no longer listed on the SIX Swiss Exchange], any notices or publications to be made to holders will be made as provided in Condition 17 by publishing the relevant notice on the following website: [ ].

(iii) Notices to the Issuer: [*specify*/Not Applicable]]

BOOK-ENTRY CLEARANCE SYSTEMS

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear or Clearstream, Luxembourg (together, the "**Clearing Systems**") currently in effect. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Trustee and any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.*

DTC

DTC has advised the Issuer as follows: "DTC is a limited-purpose trust company organised under the New York Banking Law, a "**banking organisation**" within the meaning of the New York Banking Law, a "**clearing corporation**" within the meaning of the New York Uniform Commercial Code and a "**clearing agency**" registered pursuant to the provisions of section 17A of the United States Securities Exchange Act of 1934, as amended. DTC holds securities that its participants ("**Direct Participants**"), including Euroclear and Clearstream, Luxembourg, deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Direct Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**").

Under the rules, regulations and procedures creating and affecting DTC and its operations (the "**Rules**"), DTC makes book-entry transfers of Registered Notes among Direct Participants on whose behalf it acts with respect to Notes accepted into DTC's book-entry settlement system ("**DTC Notes**") as described below and receives and transmits distributions of principal and interest on DTC Notes. The Rules are on file with the U.S. Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Notes (each, a "**Beneficial Owner**") have accounts with respect to the DTC Notes similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Beneficial Owners. Accordingly, although Beneficial Owners who hold DTC Notes through Direct Participants or Indirect Participants will not possess Registered Notes, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments on behalf of, and will be able to transfer the interest of, the Beneficial Owners in respect of the DTC Notes.

Purchases of DTC Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Notes on DTC's records. The ownership interest of each Beneficial Owner is in turn recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase but are expected to receive written confirmations regarding details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owners entered into the transaction. Transfers of ownership interests in the DTC Notes are accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Notes, except in the event that the use of the book-entry system for the DTC Notes is discontinued.

To facilitate subsequent transfers, all DTC Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of DTC Notes with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Notes; DTC's records reflect only the

identity of the Direct Participants to whose accounts such DTC Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the DTC Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to DTC Notes. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Notes will be made to Cede & Co., as nominee of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Issuer or the Issuing and Principal Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payment date. Payments by Direct Participants to Indirect Participants and by Direct Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Direct Participants and Indirect Participants and not of DTC, the Issuing and Principal Paying Agent, the Trustee or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. is the responsibility of the Issuer or the Issuing and Principal Paying Agent or Paying Agent, as the case may be. Disbursement of payment received by DTC to Direct Participants shall be the responsibility of DTC.

The laws of some states within the United States may require that certain persons take physical delivery of securities in definitive form. Consequently, any transfer of beneficial interests in a Registered Global Note to such persons may require that such interests be exchanged for Registered Notes in definitive form. Because DTC can only act on behalf of Direct Participants which, in turn, act on behalf of Indirect Participants, the ability of a person having a beneficial interest in a Registered Global Note to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take action in respect of such interest, may be affected by the lack of a physical registered certificate.

DTC may discontinue providing its services as securities depositary with respect to DTC Notes at any time by giving reasonable notice to the Issuer or the Issuing and Principal Paying Agent. Under such circumstances, in the event that a successor securities depositary is not obtained, Registered Notes in definitive form would be delivered to individual Beneficial Owners. In addition, the Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depositary). In that event, Registered Notes in definitive form would be delivered to individual Beneficial Owners.

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial

relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which (subject to the removal of the wording in italics in Condition 12(a) which shall not form part of the Terms and Conditions) will be incorporated by reference into each global Note and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The following Terms and Conditions will be applicable to each VPS Notes. VPS Notes will not be evidenced by any physical note or document of title other than statements of account made by the VPS. Ownership of VPS Notes will be recorded and transfer effected only through the book-entry system and register maintained by the VPS. Part A of the applicable Pricing Supplement in relation to any Tranche of Exempt Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms or, as the case may be, the applicable Pricing Supplement (or the relevant provisions thereof) will be endorsed upon, or attached to, each global Note and definitive Note. Reference should be made to "Form of the Notes" for a description of the content of the Final Terms or, as the case may be, the Pricing Supplement which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by DNB Bank ASA (the "**Issuer**") constituted by a Trust Deed (such Trust Deed as modified and/or supplemented and/or restated from time to time, the "**Trust Deed**") dated 30th April, 2004 made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**", which expression shall include any successor as Trustee).

References herein to the "**Notes**" shall be references to the Notes of this Series and shall mean:

(i) in relation to any Notes represented by a global Note, units of each Specified Denomination in the Specified Currency;

(ii) (in the case of Bearer Notes), definitive Bearer Notes issued in exchange (or part exchange) for a global Note;

(iii) (in the case of Registered Notes) definitive Registered Notes;

(iv) any global Note (including a Swiss Global Note (as defined below)); and

(v) Notes cleared through the Norwegian Central Securities Depository, the *Verdipapirsentralen* ("**VPS Notes**" and the "**VPS**", respectively).

References herein to "**Exempt Notes**" shall be references to Notes (including Swiss Domestic Notes (as defined below)) for which no prospectus is required to be published under the Prospectus Directive.

The Notes and the Coupons (as defined below) have the benefit of an Amended and Restated Agency Agreement (such Amended and Restated Agency Agreement as amended, supplemented or restated from time to time, the "**Agency Agreement**") dated 28th January, 2019, and made between the Issuer, the Trustee, Citibank, N.A., London Branch as issuing and principal paying agent, agent bank and paying agent (the "**Agent**", which expression shall include any successor agent, and together with any additional paying agents, the "**Paying Agents**" and each a "**Paying Agent**", which expressions shall include any successor paying agents), Citibank, N.A., London Branch as Exchange Agent (the "**Exchange Agent**", which expression shall include any successor exchange agent), Citigroup Global Markets Europe AG as registrar (the "**Registrar**", which expression shall include any successor registrar) and Citibank, N.A., London Branch as transfer agent (together with any additional transfer agents the "**Transfer Agents**" and each a "**Transfer Agent**"

which expressions shall include any successor transfer agent). Each Tranche of VPS Notes will be created and held in uncertificated book-entry form in accounts with the VPS. DNB Bank ASA, Verdipapirservice (the "**VPS Account Manager**") will act as agent of the Issuer in respect of all dealings with the VPS in respect of VPS Notes.

In respect of each Tranche of Swiss Domestic Notes, the Swiss principal paying agent (the "**Swiss Principal Paying Agent**") and the other Swiss paying agents (together with the Swiss Principal Paying Agent, the "**Swiss Paying Agents**") for such Swiss Domestic Notes will be specified in the applicable Pricing Supplement. All references herein to the "**Agent**" and the "**Paying Agents**" shall, so far as the context permits, be deemed to include, respectively, the Swiss Principal Paying Agent and the Swiss Paying Agents and/or any other paying agent appointed in Switzerland from time to time in connection with the Swiss Domestic Notes. In respect of each Tranche of Swiss Domestic Notes, the Issuer shall enter into a Supplemental Agency Agreement (substantially in the form of Schedule 6 to the Agency Agreement) with, *inter alia*, the Swiss Paying Agents, copies of which will be obtainable during normal business hours at the specified offices of the Swiss Paying Agents.

Interest-bearing definitive Bearer Notes have interest coupons ("**Coupons**") and, if indicated in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons.

The final terms of this Note (or the relevant provisions thereof) are set out in (i) in the case of Notes other than Exempt Notes, Part A of a final terms document (the "**Final Terms**") relating to the Notes which completes these Terms and Conditions or (ii) in the case of Exempt Notes, a pricing supplement (the "**Pricing Supplement**") which replaces or modifies these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify these Terms and Conditions for the purposes of this Exempt Note. References to the "applicable Final Terms" or, as the case may be, to the "applicable Pricing Supplement" are to Part A of the Final Terms (or the relevant provisions thereof) or, as the case may be, to the Pricing Supplement (or the relevant provisions thereof) which are (except in the case of VPS Notes) attached to or endorsed on this Note.

The Trustee acts for the benefit of the holders for the time being of the Notes (the "**Noteholders**", which expression shall, in relation to any Notes represented by a global Note and in relation to VPS Notes, be construed as provided below) and the holders of the Coupons (the "**Couponholders**", which expression shall, unless the context otherwise requires, include the holders of Talons), in accordance with the provisions of the Trust Deed. VPS Notes are in dematerialised form: any references in these Terms and Conditions to Coupons and Talons shall not apply to VPS Notes and no global or definitive Notes will be issued in respect thereof. These Terms and Conditions shall be construed accordingly.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Trust Deed and the Agency Agreement are obtainable during normal business hours by prior appointment at the registered office for the time being of the Trustee being at Fifth Floor, 100 Wood Street, London EC2V 7EX and at the specified office of each of the Paying Agents, the Registrar and the Transfer Agents. Copies of the applicable Final Terms or, as the case may be, the applicable Pricing Supplement may be obtained, upon request, free of charge, from the registered office of the Issuer and the specified offices of the Paying Agents save that, if this Note is an Exempt Note, the applicable Pricing Supplement will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and/or the Paying Agent as to its holding of such Notes and identity. If this Note is admitted to trading on Euronext Dublin's regulated market, the applicable Final Terms will also be published on the website of the Central Bank at http://www.centralbank.ie/regulation/securities-markets/prospectus/Pages/approvedprospectus.aspx and the website of Euronext Dublin at

www.ise.ie. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms or, as the case may be, the applicable Pricing Supplement which are applicable to them. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed.

Words and expressions defined in the Trust Deed, the Agency Agreement or used in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of any inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the applicable Final Terms or, as the case may be, the applicable Pricing Supplement will prevail.

1. Form, Denomination and Title

The Notes are in bearer form ("**Bearer Notes**"), registered form ("**Registered Notes**") or, in the case of VPS Notes, uncertificated book-entry form, as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement and, in the case of definitive Notes, serially numbered, in the Specified Currency and the Specified Denomination(s). Save as provided in Condition 14, Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

Bearer Notes may not be exchanged for Registered Notes and *vice versa*. VPS Notes may not be exchanged for Bearer Notes or Registered Notes and *vice versa*.

This Note is a Fixed Rate Note, a Floating Rate Note (which term shall include a CMS Linked Interest Note if this Note is specified as being a CMS Linked Interest Note in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement), a Reset Note, a Zero Coupon Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

This Note is a Preferred Note, a Non-Preferred Note or a Subordinated Note, as indicated in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable.

Subject as set out below, title to the Bearer Notes and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The Issuer, the Trustee, the Replacement Agent (as defined in the Agency Agreement), the Registrar, any Transfer Agent and any Paying Agent may deem and treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding paragraph, and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly. The holder of a VPS Note will be the person evidenced as such by a book entry in the records of the VPS. Title to the VPS Notes will pass by registration in the registers between the direct or indirect accountholders at the VPS in accordance with the rules and procedures of the VPS. Where a nominee is so evidenced, it shall be treated by the Issuer as the holder of the relevant VPS Note.

Save as provided below in respect of Swiss Domestic Notes, for so long as any of the Notes is represented by a global Note held on behalf of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") or for so long as The Depository Trust Company ("**DTC**") or its nominee is the registered holder of a Registered Global Note or so long as the Note is a VPS Note, each person (other than Euroclear or Clearstream, Luxembourg or DTC or

the VPS, as the case may be) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg or DTC or the VPS, as the case may be, as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by such clearing system as to the nominal amount of such Notes standing to the account of any person shall, save in the case of manifest error, be conclusive and binding for all purposes, including any form of statement or print out of electronic records provided by the relevant clearing system in accordance with its usual procedures and in which the holder of a particular nominal amount of such Notes is clearly identified together with the amount of such holding) shall be treated by the Issuer, the Trustee, the Agent, the Replacement Agent and any other Paying Agent as the holder of such nominal amount of such Notes for all purposes other than (in the case only of Notes not being VPS Notes) with respect to the payment of principal or interest on the Notes, for which purpose, in the case of Notes represented by a bearer global Note, the bearer of the relevant bearer global Note or, in the case of Notes represented by Registered Global Notes, the registered holder or, in the case of a Registered Global Note registered in the name of DTC or its nominee, DTC or its nominee shall be treated by the Issuer, the Trustee, the Agent and any other Paying Agent as the holder of such Notes in accordance with and subject to the terms of the relevant global Note and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

Bearer Notes which are denominated in Swiss Francs may be represented upon issue by a permanent bearer global note (a "**Swiss Global Note**") substantially in the form set out in the Trust Deed ("**Swiss Domestic Notes**"). The Swiss Global Note will be deposited with SIX SIS Ltd, the Swiss Securities Services Corporation located in Olten, Switzerland ("**SIS**") or any other intermediary in Switzerland recognised for such purpose by the SIX Swiss Exchange Ltd (the "**SIX Swiss Exchange**") (SIS or any such other intermediary, the "**Intermediary**") until final redemption of the Swiss Domestic Notes or the printing of definitive Bearer Notes.

Once the Swiss Global Note is deposited with the Intermediary and the accounts of one or more participants of the Intermediary have been credited in accordance therewith, the Swiss Domestic Notes will constitute intermediated securities (*Bucheffekten*) ("**Intermediated Securities**") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

Each Noteholder shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Swiss Global Note to the extent of his claim against the Issuer, provided that, for so long as the Swiss Global Note remains deposited with the Intermediary, the co-ownership interest shall be suspended and the Swiss Domestic Notes may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*), i.e., by the entry of the transferred Swiss Domestic Notes in a securities account of the transferee.

The records of the Intermediary will determine the number of Swiss Domestic Notes held through each participant in that Intermediary. In respect of Swiss Domestic Notes held in the form of Intermediated Securities, the holders of the Swiss Domestic Notes will be the persons holding such Swiss Domestic Notes in a securities account in their own name, or in the case of Intermediaries, the Intermediaries holding the Swiss Domestic Notes for their own account in a securities account which is in their name. The terms "**Noteholder**" and "**holder**" of Swiss Domestic Notes and related expressions as used herein and in the Trust Deed shall, in relation to any such Swiss Domestic Notes held in the form of Intermediated Securities, be construed accordingly, other than with respect to the payment of principal or interest on Swiss Domestic Notes, for which purpose the bearer of the Swiss Global Note shall be treated as the holder of such Swiss Domestic Notes in accordance with and subject to the terms of the relevant Swiss Global Note.

Holders of Swiss Domestic Notes do not have the right to request the printing and delivery of definitive Bearer Notes. Interests in the Swiss Global Note will be exchangeable, in whole but not in part, for definitive Bearer Notes if the Swiss Principal Paying Agent (i) determines that the presentation of definitive Bearer Notes is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights or (ii) deems the printing and delivery of definitive Bearer Notes to be useful or desirable for any other reason. Should the Swiss Principal Paying Agent so determine, it shall provide for the printing of definitive Bearer Notes without cost to the holders. Upon delivery of the definitive Bearer Notes, the Swiss Global Note will be cancelled and the definitive

Bearer Notes shall be delivered to the holders against cancellation of the Swiss Domestic Notes in the holders' securities accounts.

Notes which are represented by a global Note and VPS Notes will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg and/or DTC and/or the Intermediary and/or the VPS, as the case may be.

References to Euroclear and/or Clearstream, Luxembourg and/or DTC and/or the Intermediary and/or the VPS shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the Trustee and the Agent.

2. Status of the Senior Preferred Notes

This Condition applies only to Senior Preferred Notes specified as such in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement and references to "Notes" and "Coupons" in this Condition shall be construed accordingly.

(a) The Notes and the relative Coupons are direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and (save for certain debts required to be preferred by law) at least equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, present and future, from time to time outstanding. So long as any of the Notes remains outstanding (as defined in the Trust Deed), the Issuer undertakes to ensure that the obligations of the Issuer under the Notes rank and will rank at least *pari passu* with all other unsecured and unsubordinated obligations 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.

(b) *No right of set-off or counterclaim*

This Condition 2(b) applies only where No Right of Set-Off or Counterclaim is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

No Noteholder who becomes, in the event of a liquidation, dissolution or winding-up of the Issuer by way of public administration, indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of the Notes held by such Noteholder.

3. Status of the Senior Non-Preferred Notes

This Condition applies only to Senior Non-Preferred Notes specified as such in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement and references to "Notes" and "Noteholders" in this Condition shall be construed accordingly.

(a) The Notes constitute direct, unconditional and unsecured obligations of the Issuer, and will at all times rank *pari passu* without any preference among themselves.

(b) Subject as set out in Condition 3(c) below, in the event of a liquidation, dissolution or winding-up of the Issuer by way of public administration (except, in any such case, a solvent liquidation, dissolution, or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Issuer, the terms of which reorganisation, reconstruction or amalgamation have previously been approved by the Trustee or an Extraordinary Resolution (as defined in the Trust Deed) of the holders of the Notes and do not provide that the Notes thereby become redeemable or repayable), claims of the Noteholders (and the Trustee on their behalf) against the Issuer in respect of or arising under the Notes

and the Trust Deed (including any amounts attributable to the Notes and any damages awarded for breach of any obligations thereunder) shall rank:

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

(ii) *pari passu* with claims in respect of Non-Preferred Parity Securities and Statutory Non-Preferred Claims, if any;

(iii) in priority to claims in respect of Non-Preferred Junior Securities; and

(iv) junior to any present or future claims of Senior Creditors.

(c) At any time after the Creditor Hierarchy Directive has been implemented in Norway, the Issuer may (but is not obliged to), by providing notice (the "**Ranking Notice**") to the Noteholders in accordance with Condition 17, specify that (subject to the laws of Norway) the Notes (together with any other outstanding Series of Senior Non-Preferred Notes) shall rank within the class of unsecured debt instruments of the Issuer having the lower priority ranking contemplated by Article 108(2) of the BRRD, as set out in the Creditor Hierarchy Directive with effect from the date specified in the Ranking Notice (for the avoidance of doubt, should there be any inconsistency between any statutory ranking which may be introduced in Norway in order to implement the provisions of Article 108(2) of the BRRD, if any, and the ranking as set out in Condition 3(b) above, such statutory ranking shall prevail).

(d) Definitions

In these Terms and Conditions, the following terms shall bear the following meanings:

"**BRRD**" means Directive 2014/59/EU of the European Parliament and of the Council on resolution and recovery of credit institutions and investment firms dated 15th May, 2014 and published in the Official Journal of the European Union on 12th June, 2014 (or, as the case may be, any provision of Norwegian law transposing or implementing such Directive), as amended or replaced from time to time (including, without limitation, by the Creditor Hierarchy Directive).

"**Creditor Hierarchy Directive**" means Directive (EU) 2017/2399 of the European Parliament and of the Council of 12th December, 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy, or any equivalent legislation.

"**Non-Preferred Junior Securities**" means all classes of share capital of the Issuer and any obligations of the Issuer ranking or expressed to rank junior to the Notes (including, *inter alia*, Subordinated Notes and Subordinated Parity Securities (as defined in Condition 4)).

"**Non-Preferred Parity Securities**" means any unsecured obligations of the Issuer which rank, or are expressed to rank, *pari passu* with the Notes.

"**Senior Creditors**" means (a) depositors of the Issuer and (b) all unsubordinated creditors of the Issuer (including, *inter alia*, holders of Senior Preferred Notes other than creditors in respect of any Non-Preferred Parity Securities and any Statutory Non-Preferred Claims, if any.

"**Statutory Non-Preferred Claims**" means, upon Norway adopting legislation introducing a senior non-preferred ranking class as prescribed by Article 108(2) of the BRRD (as amended by Directive (EU) 2017/2399 of the European parliament and the Council of 12th December, 2017 amending the BRRD as regards the ranking of unsecured debt instruments in insolvency hierarchy), unsecured claims resulting from debt instruments that meet the following conditions:

(i) the original contractual maturity of the debt instruments is at least one year;

(ii) the debt instruments contain no embedded derivatives and are not derivatives themselves; and

(iii) the relevant contractual documentation and, where applicable, the prospectus related to the issuance explicitly refer to the lower ranking under this paragraph.

(e) *No right of set-off or counterclaim*

No Noteholder who becomes, in the event of a liquidation, dissolution or winding-up of the Issuer by way of public administration, indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of the Notes held by such Noteholder.

4. Status of the Subordinated Notes

This Condition applies only to Subordinated Notes specified as such in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement and references to "Notes" and "Noteholders" in this Condition shall be construed accordingly.

(a) The Notes constitute dated, unsecured and subordinated obligations (*ansvarlig lånekapital*) of the Issuer, and will at all times rank *pari passu* without any preference among themselves. The Notes are subordinated as described in Condition 4(b).

(b) In the event of a liquidation, dissolution or winding-up of the Issuer by way of public administration (except, in any such case, a solvent liquidation, dissolution, or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Issuer, the terms of which reorganisation, reconstruction or amalgamation have previously been approved by the Trustee or an Extraordinary Resolution of the holders of the Notes and do not provide that the Notes thereby become redeemable or repayable), claims of the Noteholders (and the Trustee on their behalf) against the Issuer in respect of or arising under the Notes and the Trust Deed (including any amounts attributable to the Notes and any damages awarded for breach of any obligations thereunder) shall rank:

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

(ii) *pari passu* with claims in respect of Subordinated Parity Securities;

(iii) in priority to claims in respect of Subordinated Junior Securities; and

(iv) junior to any present or future claims of Specified Senior Creditors.

(c) Definitions

In these Terms and Conditions, the following terms shall bear the following meanings:

"**Financial Institutions Act**" means the Act on Financial Institutions and Financial Groups of 10 April, 2015 No. 17 (*Lov om finansforetak og finanskonsern av 10. april 2015 No. 17*), as amended by the Norwegian Act on Amendments to the Financial Institutions Act of 23 March 2018).

"**Norwegian FSA**" means the Financial Supervisory Authority of Norway (*Finanstilsynet*).

"**Relevant Regulator**" means the Norwegian FSA and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of

the Issuer and/or (in the case of Senior Non-Preferred Notes) the Relevant Resolution Authority (as defined in Condition 23) (if applicable), in any case as determined by the Issuer.

"**Specified Senior Creditors**" means (a) depositors of the Issuer and (b) all other unsubordinated creditors of the Issuer (including, *inter alia*, (A) holders of Senior Preferred Notes and Senior Non-Preferred Notes (both before and after the giving of the Ranking Notice) and (B) creditors in respect of any Non-Preferred Parity Securities and any Statutory Non-Preferred Claims, if any).

"**Subordinated Junior Securities**" means all classes of share capital of the Issuer and any obligations of the Issuer ranking or expressed to rank junior to the Notes.

"**Subordinated Parity Securities**" means any present or future instruments issued by the Issuer which are eligible to be recognised as Tier 2 Capital from time to time by the Relevant Regulator, any guarantee, indemnity or other contractual support arrangement entered into by the Issuer in respect of securities (regardless of name or designation) issued by a Subsidiary of the Issuer which are eligible to be recognised as Tier 2 Capital and any instruments issued, and subordinated guarantees, indemnities or other contractual support arrangements entered into, by the Issuer which rank, or are expressed to rank, *pari passu* therewith, but excluding Subordinated Junior Securities.

"**Subsidiary**" has the meaning ascribed to it in Section 1-3 of the Norwegian Public Limited Liability Companies Act 1997.

"**Tier 2 capital**" means Tier 2 capital (*Tilleggskapital*) as described in Section 16 of the Norwegian Regulation of 1st June, 1990 No. 435 on the calculation of risk capital of financial institutions, clearing houses and securities trading companies (*FOR 1990-06-01 nr 435: Forskrift om beregning av ansvarlig kapital for finansinstitusjoner, oppgjørssentraler og verdipapirforetak*), as amended or replaced.

(d) *Loss Absorption*

This Condition 4(d) applies to Subordinated Notes.

Under Sections 21-5 and 21-6 of the Financial Institutions Act, if the Issuer's most recent audited accounts reveal that its net assets are less than or equal to 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, write down share capital to compensate for the shortfall and secondly, if any remaining shortfall exceeds a substantial part of the Issuer's subordinated loan capital, write down, in whole or in part, such subordinated loan capital (which would include principal in respect of all Subordinated Notes).

The Issuer shall give not more than 30 nor less than 5 Business Days' (as defined in Condition 5(b)(i)) prior notice to the Trustee, and the Agent and/or the Registrar, as the case may be, and to the Noteholders in accordance with Condition 17 of any cancellation of principal in respect of any Subordinated Notes pursuant to this Condition 4(d).

To the extent that part only of the outstanding principal amount 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.

(e) *No right of set-off or counterclaim*

No Noteholder who becomes, in the event of a liquidation, dissolution or winding-up of the Issuer by way of public administration, indebted to the Issuer shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of the Notes held by such Noteholder.

5. Interest

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, amount to the Broken Amount(s) so specified.

As used in these Terms and Conditions, "**Fixed Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where a Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, interest shall be calculated in respect of any period by applying the Rate of Interest to:

(A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or

(B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form comprises more than one Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 5(a) or Condition 5(c):

(i) if "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement:

   (a) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement) that would occur in one calendar year; or

   (b) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement) that would occur in one calendar year; and

(2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(ii) if "**30/360**" is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In these Terms and Conditions:

"**Determination Period**" means the period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

"**sub-unit**" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

(b) *Interest on Floating Rate Notes*

(i) *Interest Payment Dates*

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

(A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement; or

(B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, each date (each such date, together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each "**Interest Period**" (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement and (x) if there is no numerically

corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(1) in any case where Specified Periods are specified in accordance with Condition 5(b)(i)(A) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the Specified Period after the preceding applicable Interest Payment Date occurred; or

(2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Terms and Conditions, "**Business Day**" means a day which is both:

(A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Additional Business Centre (other than TARGET2 System) specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement;

(B) if TARGET2 System is specified as an Additional Business Centre in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "**TARGET2 System**") is open; and

(C) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement) the Margin (if any). For the purposes of this sub-paragraph (A), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent under an interest rate swap transaction if the Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the "**ISDA Definitions**") and under which:

(1) the Floating Rate Option is as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement;

(2) the Designated Maturity is a period specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement; and

(3) the relevant Reset Date is the day specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

For the purposes of this sub-paragraph (A), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

(1) Floating Rate Notes other than CMS Linked Interest Notes

Where Screen Rate Determination is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

(x) the offered quotation; or

(y) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate being the Reference Rate specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, provided that in the case of Notes other than Exempt Notes, the Reference Rate in respect of Floating Rate Notes other than CMS Linked Interest Notes shall be LIBOR, EURIBOR, STIBOR, NIBOR, CIBOR, TIBOR, HIBOR, SIBOR, PRIBOR or BBSW which appears or appear, as the case may be, on the Relevant Screen Page as at the Specified Time on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement) the Margin (if any), all as determined by the Agent or, in the case of VPS Notes, the Calculation Agent. If five or more of such offered quotations are available on the Relevant

Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of Condition 5(b)(ii)(B)(1)(x) above, no such offered quotation appears or, in the case of Condition 5(b)(ii)(B)(1)(y) above, fewer than three such offered quotations appear, in each case at the time specified in the preceding paragraph, the Agent or, in the case of VPS Notes, the Calculation Agent shall request the principal London office of each of the Reference Banks to provide the Agent or, in the case of VPS Notes, the Calculation Agent, with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Agent or, in the case of VPS Notes, the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Agent or, in the case of VPS Notes, the Calculation Agent. "**Reference Banks**" means (i) in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market, (ii) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, or (iii) in the case of a determination of any other Reference Rate, the principal Relevant Financial Centre office of four major banks in the inter-bank market of the Relevant Financial Centre, in each case selected by the Issuer or, in the case of VPS Notes, the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Agent or, in the case of VPS Notes, the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Agent or, in the case of VPS Notes, the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Agent or, in the case of VPS Notes, the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Agent or, in the case of VPS Notes, the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer and the Trustee suitable for such purpose) informs

the Agent or, in the case of VPS Notes, the Calculation Agent it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

(2) Floating Rate Notes which are CMS Linked Interest Notes

Where Screen Rate Determination is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be:

(w) where "CMS Reference Rate" is specified as the Reference Rate in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, determined by the Calculation Agent by reference to the following formula:

CMS Rate + Margin

(x) where "Leveraged CMS Reference Rate" is specified as the Reference Rate in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, determined by the Calculation Agent by reference to the following formula:

Leverage x CMS Rate

(y) where "Steepner CMS Reference Rate" is specified as the Reference Rate in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, determined by the Calculation Agent by reference to the following formula:

Either:

(a) where "Steepner CMS Reference Rate: Unleveraged" is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement:

CMS Rate 1 – CMS Rate 2

or

(b) where "Steepner CMS Reference Rate: Leveraged" is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement:

Leverage x [(Min (CMS Rate 1; Cap – CMS Rate 2)] + Margin

(z) where "Call Spread CMS Reference Rate" is specified as the Reference Rate in the applicable Final Terms or, as the case may

be, the applicable Pricing Supplement, determined by the Calculation Agent by reference to the following formula:

Leverage x Min [Max (CMS Rate + Margin; Floor); Cap]

For the purposes of this sub-paragraph (B):

"**CMS Rate**" shall mean the applicable swap rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Relevant Screen Page as at the Specified Time on the Interest Determination Date in question, all as determined by the Calculation Agent; and "**Cap**", "**CMS Rate 1**", "**CMS Rate 2**", "**Floor**", "**Leverage**" and "**Margin**" shall have the meanings given to those terms in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

If the Relevant Screen Page is not available, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its quotation for the Relevant Swap Rate at approximately the Specified Time on the Interest Determination Date in question. If at least three of the Reference Banks provide the Calculation Agent with such quotation, the CMS Rate for such Interest Period shall be the arithmetic mean of such quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest).

For this purpose:

"**Reference Banks**" means (i) where the Reference Currency is Euro, the principal office of five leading swap dealers in the inter-bank market, (ii) where the Reference Currency is Sterling, the principal London office of five leading swap dealers in the London inter-bank market, (iii) where the Reference Currency is United States dollars, the principal New York City office of five leading swap dealers in the New York City inter-bank market or (iv) in the case of any other Reference Currency, the principal Relevant Financial Centre office of five leading swap dealers in the Relevant Financial Centre inter-bank market, in each case selected by the Issuer.

"**Relevant Swap Rate**" means:

(i) where the Reference Currency is Euro, the mid-market annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating euro interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to EUR-EURIBOR-Reuters (as defined in the ISDA Definitions) with a designated maturity determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions;

(ii) where the Reference Currency is Sterling, the mid-market semi-annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on

an Actual/365 (Fixed) day count basis, of a fixed-for-floating Sterling interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/365 (Fixed) day count basis, is equivalent (A) if the Designated Maturity is greater than one year, to GBP-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of six months or (B) if the Designated Maturity is one year or less, to GBP-LIBOR-BBA with a designated maturity of three months;

(iii) where the Reference Currency is United States dollars, the mid-market semi-annual swap rate determined on the basis of the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating United States dollar interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of three months; and

(iv) in the case of Exempt Notes only, where the Reference Currency is any other currency or if the applicable Pricing Supplement specifies otherwise, the mid-market swap rate as determined in accordance with the applicable Pricing Supplement.

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market at the relevant time.

If on any Interest Determination Date less than three or none of the Reference Banks provides the Calculation Agent with such quotations as provided in the preceding paragraph, the CMS Rate shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

(iii) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Final Terms or, as the case may be, the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms or, as the case may be, the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) Determination of Rate of Interest and Calculation of Interest Amounts

The Agent, in the case of Floating Rate Notes other than Floating Rate Notes which are CMS Linked Interest Notes or VPS Notes, and the Calculation Agent, in the case of Floating Rate Notes which are CMS Linked Interest Notes or VPS Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Floating Rate Notes which are CMS Linked Interest Notes other than Floating Rate Notes which are VPS Notes, the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Agent or, in the case of Floating Rate Notes which are either VPS Notes or CMS Linked Interest Notes, the Calculation Agent, will calculate the amount of interest (the "**Interest Amount**") payable on the Floating Rate Notes, in each case for the relevant Interest Period, by applying the Rate of Interest to:

(A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or

(B) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 5(b):

(i) if "**Actual/Actual (ISDA)**" or "**Actual/Actual**" is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;

(iii) if "**Actual/365 (Sterling)**" is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(iv) if "**Actual/360**" is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;

(v) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the

number of days in the Interest 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:

"**Y_1**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D_2 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D_2 is greater than 29, in which case D_2 will be 30;

(vi) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the number of days in the Interest 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:

"**Y_1**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D_2 will be 30; and

(vii) if "**30E/360 (ISDA)**" is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the number of days in the Interest 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:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Interest Period falls:

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30.

(v) Linear Interpolation

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

"**Designated Maturity**" means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(vi) Notification of Rate of Interest and Interest Amounts

The Agent or, in the case of VPS Notes or CMS Linked Interest Notes, the Calculation Agent, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and, in the case of VPS Notes, the VPS and the VPS Account

Manager (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 17 as soon as possible after their determination but in no event later than the fourth London Business Day (as defined below) thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 17. For the purposes of this paragraph, the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(vii) *Certificates to be Final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5(b), whether by the Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Trustee, the Agent, the Calculation Agent (if applicable), the other Paying Agents, the Registrar, the Exchange Agent, the Transfer Agent and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Agent or, if applicable, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) *Interest on Reset Notes*

(i) *Rate of Interest*

Each Reset Note bears interest:

(a) from (and including) the Interest Commencement Date to (but excluding) the First Reset Date (the "**Initial Period**"), at the Initial Rate of Interest;

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

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

Interest will be payable, in each case, in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of each Interest Period falling in the Initial Period will amount to the Fixed Coupon Amount. Payments of interest on the first Interest Payment Date will, if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, amount to the Broken Amount(s) so specified.

The Agent or, in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent will at or as soon as practicable after each time at which a Rate of Interest in respect of a Reset Period is to be determined, determine the relevant Rate of Interest for such Reset Period. If the Notes are not VPS Notes and a Calculation Agent is specified in the applicable Final Terms or, as the case may be, the applicable Pricing

Supplement, the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Reset Period as soon as practicable after calculating the same.

Except in the case of Notes in definitive form where a Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Agent or, in the case of VPS Notes, the Calculation Agent will calculate the amount of interest (the "**Reset Notes Interest Amount**") payable on the Reset Notes for the relevant Interest Period by applying the relevant Rate of Interest to:

(A) in the case of Reset Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or

(B) in the case of Reset Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Reset Note in definitive form is a multiple of the Calculation Amount, the Reset Notes Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination, without any further rounding.

(ii) *Fallbacks*

If on any Reset Determination Date, the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page as at the Specified Time on such Reset Determination Date, the Rate of Interest applicable to the Notes in respect of each Interest Period falling in the relevant Reset Period will be determined by the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent on the following basis:

(a) the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent shall request each of the Reset Reference Banks to provide the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately the Specified Time on the Reset Determination Date in question;

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

specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent;

(c) if only two relevant quotations are provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the arithmetic mean (rounded as aforesaid) of the relevant quotations provided and (B) the Relevant Reset Margin, all as determined by the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent;

(d) if only one relevant quotation is provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period will be equal to the sum of (A) the relevant quotation provided and (B) the Relevant Reset Margin, all as determined by the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent; and

(e) if none of the Reset Reference Banks provides the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 5(c), the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) will be either:

(A) if Prior Rate of Interest is so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, equal to the sum of (A) the Mid-Swap Rate determined on the last preceding Reset Determination Date and (B) the Relevant Reset Margin or, in the case of the first Reset Determination Date, the First Reset Rate of Interest will be equal to the sum of (A) the Initial Mid-Swap Rate and (B) the Relevant Reset Margin, all as determined by the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent; or

(B) if Calculation Agent Determination is so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, determined by the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent taking into consideration all available information that it in good faith deems relevant.

(iii) *Mid-Swap Rate Conversion*

This Condition 5(c)(iii) is only applicable if Mid-Swap Rate Conversion is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement as being applicable. If Mid-Swap Rate Conversion is so specified as being applicable, the First Reset Rate of Interest and, if applicable, each Subsequent Reset Rate of Interest will be converted by the Agent or, in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent from the Original Mid-Swap Rate Basis specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement to a basis which matches the per annum frequency of Interest Payment

Dates in respect of the Notes (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it).

(iv) Notification of Rate of Interest and Interest Amounts

In respect of a Reset Period, the Agent, or in the case of VPS Notes, the Calculation Agent, will cause the relevant Rate of Interest in respect of such Reset Period and each Reset Notes Interest Amount for each Interest Period falling in such Reset Period to be notified to the Issuer, the Trustee and any stock exchange on which the relevant Reset Notes are for the time being listed and, in the case of VPS Notes, the VPS and the VPS Account Manager (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 17 as soon as possible after their determination but in no event later than the fourth London Business Day (as defined in Condition 5(b)(vi)) thereafter. Each Reset Notes Interest Amount so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Reset Notes are for the time being listed and to the Noteholders in accordance with Condition 17.

(v) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5(c), whether by the Agent or, if applicable, the Calculation Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Trustee, the Agent, the Calculation Agent (if applicable), the other Paying Agents, the Registrar, the Exchange Agent, the Transfer Agent and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Agent or, if applicable, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(vi) Definitions

In this Condition 5(c), the following terms shall bear the following meanings:

"**Day Count Fraction**" has the meaning given in Condition 5(a).

"**First Reset Period**" means the period from (and including) the First Reset Date to (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Maturity Date.

"**First Reset Rate of Interest**" means, in respect of the First Reset Period and subject to Condition 5(c)(ii) and Condition 5(c)(iii), the rate of interest determined by the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the First Reset Margin.

"**Interest Period**" has the meaning given in Condition 5(b).

"**Mid-Market Swap Rate**" means for any Reset Period the arithmetic mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Original

Mid-Swap Rate Basis (calculated on the day count basis customary for fixed rate payments in the Specified Currency as determined by the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Floating Leg Maturity (calculated on the day count basis customary for floating rate payments in the Specified Currency as determined by the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent).

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

"**Mid-Swap Floating Leg Benchmark Rate**" means EURIBOR (if the Specified Currency is euro), LIBOR (if the Specified Currency is U.S. dollars, Pounds Sterling or Swiss Francs), NIBOR (if the Specified Currency is Norwegian Kroner) or (in the case of any other Specified Currency) the benchmark rate most closely connected with such Specified Currency and selected by the Issuer, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent in its discretion after consultation with the Issuer.

"**Mid-Swap Rate**" means, in relation to a Reset Determination Date and subject to Condition 5(c)(iii), either:

(a) if Single Mid-Swap Rate is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the rate for swaps in the Specified Currency:

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

(B) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

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

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

(B) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately the Specified Time on such Reset Determination Date, all as determined by the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent.

"**Original Mid-Swap Rate Basis**" has the meaning given in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. In the case of Notes other than Exempt Notes, the Original Mid-Swap Rate Basis shall be annual, semi-annual, quarterly or monthly.

"**Rate of Interest**" means the Initial Rate of Interest, the First Reset Rate of Interest or the relevant Subsequent Reset Rate of Interest, as applicable.

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

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

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

"**Reset Reference Banks**" means the principal office in the principal financial centre of the Specified Currency of five major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent in consultation with the Issuer.

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

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 5(c)(ii) and Condition 5(c)(iii), the rate of interest determined by the Agent, or in the case of VPS Notes or if so specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the relevant Subsequent Reset Margin.

(d) *Benchmark Discontinuation*

Notwithstanding the provisions above in Condition 5(b) and Condition 5(c), if (i) a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate and (ii) "Benchmark Discontinuation" is specified to be applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, then the following provisions of this Condition 5(d) shall apply.

(i) The Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5(d)(ii)(B)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 5(d)(iii)), and any Benchmark Amendments (in accordance with Condition 5(d)(iv)).

An Independent Adviser appointed pursuant to this Condition 5(d) shall act in good faith and (in the absence of fraud) shall have no liability whatsoever to the Issuer, the

Trustee, the Paying Agents or the Noteholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 5(d).

(ii) If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines that:

(A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(d)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(d)); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5(d)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(d)).

(iii) If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines (A) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (B) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(iv) If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5(d) and the Issuer, following consultation with the Independent Adviser and acting in good faith, determines (i) that amendments to these Terms and Conditions and/or Trust Deed are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(d)(v), without any requirement for the consent or approval of Noteholders, vary these Terms and Conditions and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee of a certificate signed by two duly authorised officers of the Issuer pursuant to Condition 5(d)(v), the Trustee shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Trust Deed) and the Trustee shall not be liable to any party for any consequences thereof, provided that the Trustee shall not be obliged so to concur if in the sole opinion of the Trustee doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend rights and/or protective provisions afforded to the Trustee in these Terms and Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way.

In connection with any such variation in accordance with this Condition 5(d)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

Notwithstanding any other provision of this Condition 5(d)(iv), no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to the terms and conditions of any Series of Senior Non-Preferred Notes or Subordinated Notes, as the case may be, be made to effect the Benchmark Amendments, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the relevant Series of (a) Senior Non-Preferred Notes as MREL Eligible Liabilities or (b) Subordinated Notes as Tier 2 capital, as the case may be.

In the case of Restricted Senior Preferred Notes and Senior Non-Preferred Notes only, no Successor Rate or Alternative Rate (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 5(d)(iv), if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result in the Relevant Regulator treating the next Interest Payment Date or Reset Date, as the case may be, as the effective maturity of the Notes, rather than the relevant Maturity Date.

(v) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5(d) will be notified promptly by the Issuer to the Trustee, the Paying Agents and, in accordance with Condition 17, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee a certificate signed by two Directors of the Issuer:

(A) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate and, (iii) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendment, in each case as determined in accordance with the provisions of this Condition 5(d); and

(B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Trustee shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or the Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Paying Agents and the Noteholders.

(vi) Without prejudice to the obligations of the Issuer under Conditions 5(d)(i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Condition 5(b)(ii)(B) and Condition 5(c)(ii), as the case may be, will continue to apply unless and until (i) an Independent Adviser is appointed and (ii) either a Successor Rate or Alternative Rate is determined, and any Adjustment Spread and Benchmark Amendments are determined, in each case pursuant to this Condition 5(d).

As used in this Condition 5(d):

"**Adjustment Spread**" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Issuer,

following consultation with the Independent Adviser and acting in good faith, determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate),

(B) the Issuer determines, following consultation with the Independent Adviser and acting in good faith, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or (if the Issuer determines that no such industry standard is recognised or acknowledged),

(C) the Issuer, in its discretion, following consultation with the Independent Adviser and acting in good faith, determines to be appropriate.

"**Alternative Rate**" means an alternative benchmark or screen rate which the Issuer determines in accordance with Condition 5(d)(ii)(B) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same Specified Currency as the Notes.

"**Applicable MREL Regulations**" means, at any time, the laws, regulations, requirements, guidelines and policies then in effect in Norway giving effect to any MREL Requirement or any successor regulations then applicable to the Issuer and/or the Group, including, without limitation to the generality of the foregoing, CRD IV, the BRRD and those regulations, requirements, guidelines and policies giving effect to any MREL Requirement or any successor regulations then in effect (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer and/or the Group).

"**Benchmark Amendments**" has the meaning given to it in Condition 5(d)(iv).

"**Benchmark Event**" means:

(1) the Original Reference Rate ceasing to exist or be published; or

(2) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(3) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(4) a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or

(5) it has become unlawful for any Paying Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

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

"**CRD IV Directive**" means Directive 2013/36/EU of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms dated 26th June, 2013 and published in the Official Journal of the European Union on 27th June, 2013 (or, as the case may be, any provision of Norwegian law transposing or implementing such Directive), as amended or replaced from time to time.

"**CRD IV Implementing Measures**" means any regulatory capital rules or regulations or other requirements, which are applicable to the Issuer and which prescribe (alone or in conjunction with any other rules, regulations or other requirements) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Issuer (on a non-consolidated or consolidated basis) to the extent required by the CRD IV Directive or the CRR, including for the avoidance of doubt and without limitation any regulatory technical standards released from time to time by the European Banking Authority (or any successor or replacement thereof).

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

"**Group**" means the Issuer and its Subsidiaries.

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5(d)(i).

"**MREL Eligible Liabilities**" means "eligible liabilities" (or any equivalent or successor term) which are available to meet any MREL Requirement (however called or defined by then Applicable MREL Regulations) of the Issuer and/or the Group under Applicable MREL Regulations.

"**MREL Requirement**" means the minimum requirement for own funds and eligible liabilities which is or, as the case may be, will be applicable to the Issuer and/or the Group.

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes.

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(e) Accrual of Interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused or, in the case of Subordinated Notes, the consent of the Relevant Regulator for such payment has not been given or, having been given, has been withdrawn and not replaced. In such event, interest will continue to accrue as provided in the Trust Deed and the Terms and Conditions.

To the extent that part only of the outstanding principal amount 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, as the case may be.

6. Payments

(a) Method of Payment

Subject as provided below:

(i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland respectively); and

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

References to "**Specified Currency**" will include any successor currency under applicable law.

(b) Payments Subject to Fiscal and other Laws

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or

(without prejudice to the provisions of Condition 8) any law implementing an intergovernmental approach thereto.

(c) Presentation of Notes and Coupons

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in paragraph 6(a)above only against presentation and surrender (or in the case of part payment of any sum due only, endorsement) of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or in the case of part payment of any sum due only, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Except as provided below, all payments of interest and principal with respect to Bearer Notes will be made at such paying agencies outside the United States as the Issuer may appoint from time to time and to accounts outside the United States.

Fixed Rate Notes in definitive bearer form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8(a)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Reset Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A "**Long Maturity Note**" is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such definitive Bearer Note from (and including) the preceding Interest Payment Date or Interest Commencement Date, as the case may be, shall be payable only against surrender of the relevant definitive Bearer Note.

Payments of principal and interest (if any) in respect of Notes represented by any bearer global Note will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes or otherwise in the manner specified in the relevant bearer global Note, where applicable, against presentation or surrender, as the case may be, of such bearer global Note at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made either on such bearer global Note by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg or the Intermediary, as applicable.

The holder of a global Note shall be the only person entitled to receive payments in respect of Notes represented by such global Note and the Issuer will be discharged by payment to, or to the

order of, the holder of such global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, the Intermediary or DTC as the beneficial holder of a particular nominal amount of Notes represented by such global Note must look solely to either (i) Euroclear, Clearstream, Luxembourg or DTC, as the case may be or (ii) in relation to Notes represented by Swiss Global Notes, the Swiss Principal Paying Agent (on behalf of the bearer of such Swiss Global Note) for his share of each payment so made by the Issuer to, or to the order of, the holder of such global Note.

All amounts payable to DTC or its nominee as registered holder of a Registered Global Note in respect of Notes denominated in a Specified Currency other than U.S. dollars shall be paid by transfer by the Registrar to an account in the relevant Specified Currency of the Exchange Agent on behalf of DTC or its nominee for payment in such Specified Currency or conversion into U.S. dollars in accordance with the provisions of the Agency Agreement.

Notwithstanding the foregoing, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Bearer Notes will be made at the specified office of a Paying Agent in the United States if:

(i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;

(ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and

(iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

Payments of principal in respect of Registered Notes (whether in definitive or global form) will be made in the manner provided in paragraph (a) above to the persons in whose name such Notes are registered at the close of business on the business day (being for this purpose a day on which banks are open for business in the city where the Registrar is located) immediately prior to the relevant payment date against presentation and surrender (or, in the case of part payment of any sum due only, endorsement) of such Notes at the specified office of the Registrar or a Transfer Agent.

Payments of interest due on a Registered Note (whether in definitive or global form) will be made in the manner specified in paragraph (a) above to the person in whose name such Note is registered (i) where the Notes are in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date and (ii) where the Notes are in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located)) prior to such due date (in the case of (i) and (ii), each the "**Record Date**"). In the case of payments by cheque, cheques will be mailed to the holder (or the first named of joint holders) at such holder's registered address on the business day (as described above) immediately preceding the due date.

If payment in respect of any Registered Notes is required by credit or transfer as referred to in paragraph (a), application for such payment must be made by the holder to the Registrar not later than the relevant Record Date.

Payments of principal and interest in respect of VPS Notes will be made to the Noteholders shown in the records of the VPS in accordance with and subject to the rules and regulations from time to time governing the VPS.

(d) *Payment Day*

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Day**" means any day which is (subject to Condition 9):

(i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

(A) in the case of Notes in definitive form only, the relevant place of presentation;

(B) any Additional Financial Centre (other than TARGET2 System) specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement;

(C) if TARGET2 System is specified as an Additional Financial Centre in the applicable Final Terms, a day on which the TARGET2 System is open; and

(ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

(e) Interpretation of Principal and Interest

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

(i) any additional amounts which may be payable with respect to principal under Condition 8(a) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;

(ii) the Final Redemption Amount of the Notes;

(iii) the Early Redemption Amount of the Notes;

(iv) the Optional Redemption Amount(s) (if any) of the Notes;

(v) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7(e)); and

(vi) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

(f) Payments in respect of Swiss Domestic Notes

Notwithstanding the foregoing provisions of this Condition 6, payments of principal and interest in respect of Swiss Domestic Notes shall be made only at the offices of any Swiss Paying Agent in Switzerland in freely disposable Swiss Francs without collection costs and whatever the circumstances may be, irrespective of nationality, domicile or residence of the holder of the Swiss Domestic Notes and without requiring any certification, affidavit or the fulfilment of any other formality.

Payments on the Swiss Domestic Notes will also be made irrespective of any present or future transfer restrictions and regardless of any bilateral or multilateral payment or clearing agreement which may be applicable at any time to such payment.

The receipt in full by the Swiss Principal Paying Agent on behalf of the bearer of Swiss Domestic Notes (in accordance with Swiss market practice) of the due and punctual payment of the funds in Swiss Francs in the manner provided by these Terms and Conditions shall release the Issuer from its obligations under the Swiss Domestic Notes for the payment of principal and interest due on the respective payment dates to the extent of such payments, and Noteholders must look solely to the Swiss Principal Paying Agent for their share of each payment so made by the Issuer.

7. Redemption and Purchase

(a) At Maturity

Unless previously redeemed or purchased and cancelled as specified below or (pursuant to Condition 7(k)) substituted, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement in the relevant Specified Currency on the Maturity Date together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(b) Redemption for Tax Reasons

Subject, if applicable, to the provisions of Condition 7(i), the Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than 30 nor more than 60 days' notice to the Trustee and the Agent (and, in the case of VPS Notes, the VPS Account Manager) and, in accordance with Condition 17, the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that:

(i) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Norway or any political subdivision or any authority thereof or any authority or agency therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes; and

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

provided that no such notice of redemption shall be given earlier than 90 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 7(b), the Issuer shall deliver to the Trustee and, in the case of VPS Notes, to the VPS Account Manager a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment and the Trustee shall be entitled to accept the certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

Notes redeemed pursuant to this Condition 7(b) will be redeemed at their Early Redemption Amount referred to in paragraph (c) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(c) Redemption at the Option of the Issuer (Issuer Call)

This Condition 7(c) is not applicable for Subordinated Notes prior to five years from their Issue Date and references to "Notes" in this Condition 7(c) shall be construed accordingly.

Subject, if applicable, to the provisions of Condition 7, if Issuer Call is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, the Issuer shall, having given:

(i) not less than 15 nor more than 30 days' notice (or not less than any other minimum period of notice nor more than any other maximum period of notice as may be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement) to the Noteholders in accordance with Condition 17; and

(ii) not less than 15 days before the giving of the notice referred to in *(i)*, notice to the Trustee and to the Agent and (in the case of a redemption of Registered Notes) the Registrar and (in the case of a redemption of VPS Notes) the VPS Account Manager,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms or, as the case may be, the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount or not more than the Higher Redemption Amount, in each case as may be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. In the case of a partial redemption of Notes, the Notes (or, as the case may be, parts of Registered Notes) to be redeemed ("**Redeemed Notes**") will be selected individually by lot without involving any part only of a Bearer Note, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) and/or DTC and/or the Intermediary, as the case may be, in the case of Redeemed Notes represented by a global Note and in accordance with the rules of the VPS, in the case of VPS Notes, in each case not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 17 not less than 15 days prior to the date fixed for redemption. No exchange of the relevant global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph 7(c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 17 at least 5 days prior to the Selection Date.

(d) Redemption at the Option of the Noteholders (Investor Put)

This Condition 7(d) is not applicable for Senior Non-Preferred Notes and Subordinated Notes and references to "Notes" in this Condition 7(d) shall be construed accordingly.

If Investor Put is specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, upon the holder of any Note giving to the Issuer in accordance with Condition 17 not less than 15 nor more than 30 days' notice the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, in whole (but not in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

If this Note is in definitive form and held outside Euroclear or Clearstream, Luxembourg or DTC or the Intermediary, to exercise the right to require redemption of this Note the holder of this Note must deliver such Note at the specified office of any Paying Agent, in the case of Bearer Notes, or any Transfer Agent or the Registrar in the case of Registered Notes at any time during normal business hours of such Paying Agent, Transfer Agent or the Registrar falling within the notice period, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent, Transfer Agent or the Registrar (a "**Put Notice**") and in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition.

If this Note is represented by a global Note or is a Note in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Agent or the Registrar of such exercise, where applicable, in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear, Clearstream, Luxembourg, or any common depositary or common safekeeper, as the case may be, for them to the Agent by electronic means) in a form acceptable to Euroclear or Clearstream, Luxembourg, as the case may be, from time to time. Notices in respect of Swiss Domestic Notes may be given to the Swiss Principal Paying Agent in the form of a duly completed and signed Put Notice.

If this Note is a Registered Note and is cleared through DTC, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Registrar of such exercise in the form of a Put Notice acceptable to the Registrar and irrevocably instruct DTC to debit such holder's securities account with this Note on or before the Optional Redemption Date in accordance with applicable DTC practice.

If this Note is a VPS Note, to exercise the right to require redemption of the VPS Notes, the holder of the VPS Notes, must, within the notice period, give notice to the relevant account operator of such exercise in accordance with the standard procedures of the VPS from time to time.

Any Put Notice given by a holder of any Note pursuant to this paragraph shall be irrevocable except where, prior to the due date of redemption, an Event of Default (as defined below) shall have occurred and the Trustee has declared the Notes to be immediately due and repayable pursuant to Condition 10 or Condition 11, as the case may be, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph.

(e) *Early Redemption Amounts*

For the purpose of paragraph (b) above, paragraphs (j) below and (k) below, Condition 10 and Condition 11, the Notes will be redeemed at the Early Redemption Amount calculated as follows:

(i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;

(ii) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in the applicable Final Terms, or Pricing Supplement as the case may be, or if no such amount is so specified at their nominal amount; or

(iii) in the case of Zero Coupon Notes, at an amount (the "**Amortised Face Amount**") calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = RP \times (1 + AY)^{y}$$

where:

"**RP**" means the Reference Price;

"**AY**" means the Accrual Yield expressed as a decimal; and

"**y**" is the Day Count Fraction specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

(f) Purchases

Subject, if applicable, to the provisions of Condition 7(i), the Issuer or any of its Subsidiaries may purchase beneficially or procure others to purchase beneficially for its account Notes (provided that, in the case of definitive Bearer Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent and/or the Registrar for cancellation.

(g) Cancellation

All Notes which are redeemed will forthwith be cancelled (together with, in the case of definitive Bearer Notes, all unmatured Coupons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to Condition 7(f) (together, in the case of definitive Bearer Notes, with all unmatured Coupons cancelled therewith) shall be forwarded to the Agent and, in the case of VPS Notes, shall be deleted from the records of the VPS and cannot be reissued or resold.

(h) Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (a), (b), (c) or (d) above or paragraph (j) below or upon its otherwise becoming due and repayable as provided in Condition 10 or Condition 11, as the case may be, is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph 7(e)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

(i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and

(ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Agent, the Registrar or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 17.

(i) Consent

This Condition 7(i) applies to (i) Senior Preferred Notes where Regulatory Consent is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement ("**Restricted Senior Preferred Notes**"), (ii) Senior Non-Preferred Notes and (iii) Subordinated Notes.

In the case of (i) Restricted Senior Preferred Notes, (ii) Senior Non-Preferred Notes and (iii) Subordinated Notes (as the case may be), no early redemption in any circumstances, purchase under Condition 7(f), substitution or variation under Condition 7(l) (in the case of Subordinated Notes), substitution or variation under Condition 7(m) (in the case of Senior Non-Preferred Notes and Restricted Senior Preferred Notes) or substitution under Condition 18 shall take place without the prior written permission of the Relevant Regulator (in each case, if, and to the extent, then required by the Relevant Regulator and, in the case of Restricted Senior Preferred Notes and Senior Non-Preferred Notes, by the Applicable MREL Regulations). In addition, in respect of any redemption of Subordinated Notes pursuant to Condition 7(b) or 7(j) only, and except to the extent the Relevant Regulator no longer so requires, the Issuer may only redeem the Subordinated Notes before five years after the Issue Date if the Issuer demonstrates to the satisfaction of the Relevant Regulator that the circumstance that entitles it to exercise such right of redemption was not reasonably foreseeable as at the Issue Date. For the avoidance of doubt, redemption of Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes under Condition 7 or repayment pursuant to Condition 10 or Condition 11, as the case may be, shall not require the consent of the Relevant Regulator.

(j) Redemption upon Capital Event – Subordinated Notes

This Condition 7(j) applies only to Subordinated Notes and where this Condition 7(j) is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, and references to "Notes", "Noteholders" and "Couponholders" in this Condition shall be construed accordingly.

If a Capital Event occurs, the Issuer may, at its option, but subject to the provisions of Condition 7(i), on giving not less than 30 nor more than 60 days' notice to the Trustee and the Agent and, in accordance with Condition 17, the Noteholders (which notice shall be irrevocable), at any time (in the case of all Notes other than Floating Rate Notes) or on any Interest Payment Date (in the case of Floating Rate Notes) redeem all (but not some only) of the Notes at their Early Redemption Amount referred to in Condition 7(e) above together (if appropriate) with interest accrued to (but excluding) the date of redemption. Upon the expiry of the relevant notice period, the Issuer shall redeem the Notes.

"**Applicable Banking Regulations**" means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy then in effect in Norway including, without limitation to the generality of the foregoing, those regulations, requirements, guidelines and policies relating to capital adequacy adopted by the Norwegian Ministry of Finance and/or the Relevant Regulator from time to time and then in effect (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer or to the Issuer and its Subsidiaries).

A "**Capital Event**" means the determination by the Issuer, after consultation with the Relevant Regulator, that, as a result of a change in Norwegian law or Applicable Banking Regulations or any change in the official application or interpretation thereof becoming effective on or after the Issue Date of the first Tranche of the Notes, the Notes are excluded in whole or in part from the Tier 2 capital of the Issuer and/or the Group, such determination to be confirmed by the Issuer to the Trustee in a certificate signed by two authorised Directors of the Issuer, upon which certificate the Trustee shall be entitled to rely without further enquiry and without assuming any liability to any person for so doing.

Prior to the publication of any notice of redemption pursuant to this Condition 7(j), the Issuer shall deliver to the Trustee a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the Trustee shall be entitled to accept and rely on the certificate and opinion as sufficient evidence of the satisfaction of the

conditions precedent set out above without further enquiry and without assuming any liability to any person for so doing, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

(k) Redemption upon MREL Disqualification Event – Senior Preferred Notes and Senior Non-Preferred Notes, where applicable

This Condition 7(k) applies only to Senior Preferred Notes and Senior Non-Preferred Notes, in each case, only where this Condition 7(k) is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, and references to “Notes”, “Noteholders” and “Couponholders” in this Condition shall be construed accordingly.

If a MREL Disqualification Event occurs, the Issuer may, at its option, but subject to the provisions of Condition 7(i), on giving not less than 30 nor more than 60 days’ notice to the Trustee and the Agent and, in accordance with Condition 17, the Noteholders (which notice shall be irrevocable), at any time (in the case of all Notes other than Floating Rate Notes) or on any Interest Payment Date (in the case of Floating Rate Notes) redeem all (but not some only) of the Notes at their Early Redemption Amount referred to in Condition 7(e) above together (if appropriate) with interest accrued to (but excluding) the date of redemption. Upon the expiry of the relevant notice period, the Issuer shall redeem the Notes.

“**MREL Disqualification Event**” means the determination by the Issuer that, as a result of a change in any Applicable MREL Regulations or any change in the official application or interpretation thereof becoming effective on or after the Issue Date of the first Tranche of the Notes, the Notes will be fully excluded or partially excluded from the “eligible liabilities” (or any equivalent or successor term) available to meet any MREL Requirement (however called or defined by then Applicable MREL Regulations) if the Issuer or the Group is then or, as the case may be, will be subject to such MREL Requirement, provided that a MREL Disqualification Event shall not occur where such exclusion is or will be caused by (1) the remaining maturity of the Notes being less than any period prescribed by any applicable eligibility criteria under the Applicable MREL Regulations, or (2) any applicable limits on the amount of “eligible liabilities” (or any equivalent or successor term) permitted or allowed to meet any MREL Requirement(s) being exceeded.

Prior to the publication of any notice of redemption pursuant to this Condition 7(k), the Issuer shall deliver to the Trustee a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the Trustee shall be entitled to accept and rely on the certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above without further enquiry and without assuming any liability to any person for so doing, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

(l) Substitution or Variation – Subordinated Notes

This Condition 7(l) applies only to Subordinated Notes and where this Condition 7(l) is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, and references to "Notes", “Noteholders” and “Couponholders” in this Condition shall be construed accordingly.

If at any time a Capital Event occurs and is continuing, or in order to ensure the effectiveness and enforceability of Condition 24, the Issuer may, subject to the provisions of Condition 7(i) (without any requirement for the consent or approval of the Noteholders or the Couponholders or, subject as provided below, the Trustee) on giving not less than 30 nor more than 60 days’ notice to the Trustee and the Agent and, in accordance with Condition 17, the Noteholders (which notice shall be irrevocable) either substitute all (but not some only) of the Notes for, or vary the terms of the Notes and/or the terms of the Trust Deed (including changing the governing law of Condition 24, from English law to Norwegian law) so that they remain or, as appropriate, become, Qualifying Subordinated Securities (as defined below), provided that such substitution or variation does not itself

give rise to any right of the Issuer to redeem the substituted or varied securities that are inconsistent with the redemption provisions of the Notes.

The Trustee shall be obliged (at the request and expense of the Issuer) to agree to the substitution of the Notes for, or the variation of the terms of the Notes so that they remain or, as appropriate, become, Qualifying Subordinated Securities as aforesaid, provided that (i) the Trustee receives the certificate in the form described in the definition of Qualifying Subordinated Securities in accordance with the provisions thereof, and (ii) the terms of the proposed Qualifying Subordinated Securities or the agreement to such substitution or variation, as the case may be, would not impose, in the Trustee's opinion, more onerous obligations or any liabilities upon it or reduce its protections.

"**Qualifying Subordinated Securities**" means securities issued directly or indirectly by the Issuer that:

(a) other than in the case of a change to the governing law of Condition 24 to Norwegian law in order to ensure the effectiveness and enforceability of Condition 24, have terms not materially less favourable to the Noteholders as a class than the terms of the Notes (as reasonably determined by the Issuer, and provided that a certification to such effect of two authorised Directors of the Issuer shall have been delivered to the Trustee not less than five Business Days prior to (i) in the case of a substitution of the Notes, the issue of the relevant securities or (ii) in the case of a variation of the Notes, such variation, as the case may be), and, subject thereto, they shall (1) have a ranking at least equal to that of the Notes prior to such substitution or variation, as the case may be, (2) have at least the same interest rate and the same Interest Payment Dates as those from time to time applying to the Notes prior to such substitution or variation, as the case may be, (3) have the same redemption rights as the Notes prior to such substitution or variation, as the case may be, (4) comply with the then current requirements of the Relevant Regulator in relation to Tier 2 capital, (5) preserve any existing rights under the Notes to any accrued interest which has not been paid in respect of the period from (and including) the Interest Payment Date last preceding the date of substitution or variation, as the case may be, or, if none, the Interest Commencement Date, and (6) where Notes which have been substituted or varied had a published rating from a Rating Agency immediately prior to such substitution or variation, each such Rating Agency has ascribed, or announced its intention to ascribe, an equal or higher published rating to the relevant Qualifying Subordinated Securities; and

(b) are listed on a recognised stock exchange, if the Notes were listed immediately prior to such substitution or variation, as selected by the Issuer and approved by the Trustee.

In these Terms and Conditions, "**Rating Agency**" means S&P Global Ratings Europe Limited, Moody's Investors Service Limited or Dominion Bond Rating Services or their respective successors.

(m) Substitution or Variation – Senior Preferred Notes and Senior Non-Preferred Notes, where applicable

This Condition 7(m) applies only to Senior Preferred Notes and Senior Non-Preferred Notes, in each case, only where this Condition 7(m) is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, and references to "Notes", "Noteholders" and "Couponholders" in this Condition shall be construed accordingly.

If at any time a MREL Disqualification Event occurs and is continuing, or in order to ensure the effectiveness and enforceability of Condition 24, the Issuer may, subject to the provisions of Condition 7(i) (without any requirement for the consent or approval of the Noteholders or the Couponholders or, subject as provided below, the Trustee) on giving not less than 30 nor more than 60 days' notice to the Trustee and the Agent and, in accordance with Condition 17, the Noteholders (which notice shall be irrevocable) either substitute all (but not some only) of the Notes for, or vary the terms of the Notes and/or the terms of the Trust Deed (including changing the governing law of

Condition 24, from English law to Norwegian law) so that they remain or, as appropriate, become, Qualifying MREL Securities (as defined below), provided that such substitution or variation does not itself give rise to any right of the Issuer to redeem the substituted or varied securities that are inconsistent with the redemption provisions of the Notes.

The Trustee shall be obliged (at the request and expense of the Issuer) to agree to the substitution of the Notes for, or the variation of the terms of the Notes so that they remain or, as appropriate, become, Qualifying MREL Securities as aforesaid, provided that (i) the Trustee receives the certificate in the form described in the definition of Qualifying MREL Securities in accordance with the provisions thereof, and (ii) the terms of the proposed Qualifying MREL Securities or the agreement to such substitution or variation, as the case may be, would not impose, in the Trustee's opinion, more onerous obligations or any liabilities upon it or reduce its protections.

"**Qualifying MREL Securities**" means securities issued directly or indirectly by the Issuer that:

(a) other than in the case of a change to the governing law of Condition 24 to Norwegian law in order to ensure the effectiveness and enforceability of Condition 24, have terms not materially less favourable to the Noteholders as a class than the terms of the Notes (as reasonably determined by the Issuer, and provided that a certification to such effect of two authorised Directors of the Issuer shall have been delivered to the Trustee not less than five Business Days prior to (i) in the case of a substitution of the Notes, the issue of the relevant securities or (ii) in the case of a variation of the Notes, such variation, as the case may be), and, subject thereto, they shall (1) have a ranking at least equal to that of the Notes prior to such substitution or variation, as the case may be, (2) have at least the same interest rate and the same Interest Payment Dates as those from time to time applying to the Notes prior to such substitution or variation, as the case may be, (3) have the same redemption rights as the Notes prior to such substitution or variation, as the case may be, (4) comply with the then current requirements in relation to "eligible liabilities" (or any equivalent or successor term) provided for in the Applicable MREL Regulations, (5) preserve any existing rights under the Notes to any accrued interest which has not been paid in respect of the period from (and including) the Interest Payment Date last preceding the date of substitution or variation, as the case may be, or, if none, the Interest Commencement Date, and (6) where Notes which have been substituted or varied had a published rating from a Rating Agency immediately prior to such substitution or variation, each such Rating Agency has ascribed, or announced its intention to ascribe, an equal or higher published rating to the relevant Qualifying MREL Securities; and

(b) are listed on a recognised stock exchange, if the Notes were listed immediately prior to such substitution or variation, as selected by the Issuer and approved by the Trustee.

8. Taxation

(a) Gross-up

Subject as provided in Condition 8(b) below, all payments of principal and interest in respect of the Notes and Coupons by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Kingdom of Norway or any political subdivision or any authority or agency thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

(i) presented for payment in the Kingdom of Norway; or

(ii) presented for payment by or on behalf of a holder who is liable for such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with the Kingdom of Norway other than the mere holding of such Note or Coupon; or

(iii) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6(d)).

As used herein, the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee or the Agent or the Registrar or, in the case of VPS Notes, the holders of the VPS Notes, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 17.

(b) Senior Non-Preferred Notes, Subordinated Notes and Restricted Gross-Up Senior Preferred Notes

This Condition 8(b) shall only apply to (i) Senior Preferred Notes where Restricted Gross-Up Senior Preferred Notes is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, (ii) Senior Non-Preferred Notes and (iii) Subordinated Notes.

Notwithstanding the rest of Condition 8(a), the obligation to pay additional amounts will be limited to payments of interest.

9. Prescription

The Notes (whether in bearer, registered or uncertificated book-entry form) and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8(a)) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6(c) or any Talon which would be void pursuant to Condition 6(c).

10. Events of Default and Enforcement relating to Senior Preferred Notes, where applicable

This Condition shall apply only to Senior Preferred Notes where Unrestricted Events of Default and Enforcement is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement and references to "Notes", "Noteholders", "Coupons" and "Couponholders" in this Condition shall be construed accordingly.

(a) The Trustee at its discretion may, and if so requested in writing by the holders of at least one-fifth in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution, shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), (but in the case of the happening of any event described in paragraph (ii) only if the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice in writing to the Issuer that each Note is, and each Note shall thereupon immediately become, due and repayable at its Early Redemption Amount (as described in Condition 7(a)) together with accrued interest as provided in the Trust Deed if any of the following events (each an "**Event of Default**") shall occur:

(i) the Issuer is in default, for any reason whatsoever, for more than 14 days in the payment of any interest in respect of the Notes or for more than 7 days in the payment of any principal due on the Notes; or

(ii) the Issuer is in default in the performance of any of its obligations (other than to make payments in respect of the Notes) contained in the Notes or the Trust Deed and (except where the Trustee considers such failure to be incapable of remedy when no such continuation or notice as is hereinafter referred to would be required) such default shall continue for more than 30 days (or such longer period as the Trustee may permit) after written notice requiring such default to be remedied shall have been given by the Trustee to the Issuer; or

(iii) the Issuer goes into liquidation (except in connection with a merger or reorganisation in such a way that all assets and liabilities of the Issuer pass to another legal person in universal succession by operation of law); or

(iv) the Issuer suspends payment or announces its inability to meet its financial obligations when they fall due; or

(v) public administration, insolvency, or moratorium proceedings are instituted against the Issuer which shall not have been dismissed or stayed within 60 days after institution, or if the Issuer applies for institution of such proceedings in respect of itself or offers or makes an arrangement for the benefit of creditors.

(b) Enforcement

The Trustee may at any time, at its discretion and without notice, take such steps, actions or proceedings against the Issuer as it may think fit to enforce the provisions of the Trust Deed, the Notes and the Coupons. The Trustee shall not be bound to take any such steps, actions or proceedings or any other action in relation to the Trust Deed, the Notes or the Coupons unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-fifth in nominal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, (i) fails to do so within a reasonable period, or (ii) is unable for any reason so to do, and the failure or inability shall be continuing.

11. Events of Default and Enforcement relating to Senior Preferred Notes, where applicable, and Senior Non-Preferred Notes

This Condition shall apply only to Senior Preferred Notes unless Unrestricted Events of Default and Enforcement is specified as being applicable in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement, and Senior Non-Preferred Notes and references to "Notes", "Noteholders", "Coupons" and "Couponholders" in this Condition shall be construed accordingly.

(a) The Trustee at its discretion may, and if so requested in writing by the holders of at least one-fifth in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution, shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), (but in the case of the happening of any event described in paragraph (i) only if the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice in writing to the Issuer that each Note is, and each Note shall thereupon immediately become, due and repayable at its Early Redemption Amount (as described in Condition 7(a)) together with accrued interest as provided in the Trust Deed if any of the following events (each an "**Event of Default**") shall occur:

(i) the Issuer goes into liquidation (except in connection with a merger or reorganisation in such a way that all assets and liabilities of the Issuer pass to another legal person in universal succession by operation of law); or

(ii) public administration, insolvency, or moratorium proceedings are instituted against the Issuer which shall not have been dismissed or stayed within 60 days after institution, or if the Issuer applies for institution of such proceedings in respect of itself or offers or makes an arrangement for the benefit of creditors.

(b) Enforcement

The Trustee may at any time, at its discretion and without notice, take such steps, actions or proceedings against the Issuer as it may think fit to enforce the provisions of the Trust Deed, the Notes and the Coupons (other than any payment obligation of the Issuer under or arising from the Notes or the Trust Deed, including, without limitation, payment of any principal or interest in respect of the Notes, including any damages awarded for breach of any obligations but not including any amounts due and payable to the Trustee or any Appointee (as defined in the Trust Deed), the payment or enforcement of which shall not be restricted by the limitation on enforcement described in this Condition 11(b)) and in no event shall the Issuer, by virtue of the institution of any such steps, actions or proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it pursuant to these Terms and Conditions and the Trust Deed in respect of the Notes, nor will the Trustee accept the same, otherwise than during or after a winding up or dissolution of the Issuer. The Trustee shall not be bound to take any such steps, actions or proceedings or any other action in relation to the Trust Deed, the Notes or the Coupons unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-fifth in nominal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, (i) fails to do so within a reasonable period, or (ii) is unable for any reason so to do, and the failure or inability shall be continuing.

12. No Events of Default; Enforcement relating to Subordinated Notes

This Condition shall apply only to Subordinated Notes and references to “Notes”, “Noteholders”, “Coupons” and “Couponholders” in this Condition shall be construed accordingly.

(a) There are no events of default in relation to Subordinated Notes.

According to the Norwegian Regulation of 1st June 1990 No. 435 on the calculation of risk capital of financial institutions, clearing houses and security trading companies Section 4 (FOR 1990-06-01 nr 435: Forskrift om beregning av ansvarlig kapital for finansinstitusjoner, oppgjørssentraler og verdipapirforetak) (as amended and replaced), Subordinated Notes must not contain provisions permitting a Noteholder to exercise an option to redeem a Subordinated Note before the stated redemption date. Notwithstanding the foregoing, in the event that the Issuer fails to pay interest or principal when due on any Subordinated Note, the holders of such Notes shall be entitled to institute proceedings against the Issuer for payment of such amounts.

(b) Enforcement

The Trustee may at any time, at its discretion and without notice, take such steps, actions or proceedings against the Issuer as it may think fit to enforce the provisions of the Trust Deed, the Notes and the Coupons (other than any payment obligation of the Issuer under or arising from the Notes or the Trust Deed, including, without limitation, payment of any principal or interest in respect of the Notes, including any damages awarded for breach of any obligations but not including any amounts due and payable to the Trustee or any Appointee, the payment or enforcement of which shall not be restricted by the limitation on enforcement described in this Condition 12(b)) and in no event shall the Issuer, by virtue of the institution of any such steps, actions or proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it pursuant to these Terms and Conditions and the Trust Deed in respect of the Notes, nor will the Trustee accept the same, otherwise than during or after a winding up or dissolution of the Issuer. The Trustee shall not be bound to take any such steps, actions or proceedings or any other action in relation to the Trust Deed, the Notes or the Coupons unless (i) it shall have been so directed

by an Extraordinary Resolution or so requested in writing by the holders of at least one-fifth in nominal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, (i) fails to do so within a reasonable period, or (ii) is unable for any reason so to do, and the failure or inability shall be continuing.

13. Replacement of Notes, Coupons and Talons

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Replacement Agent in the case of Bearer Notes or Coupons, or the Registrar outside the United Kingdom in the case of Registered Notes, upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

14. Transfer and Exchange of Registered Notes

(a) Form of Registered Notes

Registered Notes of each Tranche sold outside the United States in reliance on Regulation S under the United States Securities Act of 1933, as amended (the "**Securities Act**"), will initially be represented by a permanent global Note in registered form, without interest coupons (the "**Reg. S Global Note**"), which will either (i) be deposited with a custodian for, and registered in the name of a nominee of, DTC for the accounts of Euroclear and Clearstream, Luxembourg or (ii) be deposited with a common depositary or common safekeeper, as the case may be for Euroclear and Clearstream, Luxembourg, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg or in the name of a nominee of the common safekeeper, as specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. Notes in definitive form issued in exchange for Reg. S Global Notes or otherwise sold or transferred in reliance on Regulation S under the Securities Act, together with the Reg. S Global Notes, are referred to herein as "**Reg. S Notes**". Beneficial interests in a Reg. S Global Note registered in the name of a nominee of DTC may be held only through DTC directly, by a participant in DTC, or indirectly, through a participant in DTC, including Euroclear or Clearstream, Luxembourg.

Registered Notes of each Tranche sold in private transactions to qualified institutional buyers within the meaning of Rule 144A under the Securities Act ("**QIBs**") will initially be represented by a permanent global Note in registered form, without interest coupons (the "**Restricted Global Note**" and, together with the Reg. S Global Note, the "**Registered Global Notes**"), deposited with a custodian for, and registered in the name of a nominee of, DTC. Notes in definitive form issued in exchange for Restricted Global Notes or otherwise sold or transferred in accordance with the requirements of Rule 144A under the Securities Act, together with the Restricted Global Notes, are referred to herein as "**Restricted Notes**".

Registered Notes of each Tranche sold to accredited investors (as defined in Rule 501(a) (1), (2), (3) or (7) under the Securities Act) which are institutions ("**Institutional Accredited Investors**") who agree to purchase the Notes for their own account and not with a view to the distribution thereof will be in definitive form, registered in the name of the holder thereof.

Registered Notes in definitive form issued to Institutional Accredited Investors and Restricted Notes shall bear the legend set forth in the Restricted Global Note (the "**Legend**"), such Notes being referred to herein as "**Legended Notes**". Upon the transfer, exchange or replacement of Legended Notes, or upon specific request for removal of the Legend, the Registrar shall (save as provided in Condition 14(f)) deliver only Legended Notes or refuse to remove such Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

Subject as otherwise provided in this Condition 14, Registered Notes in definitive form may be exchanged or transferred in whole or in part in the authorised denominations for one or more definitive Registered Notes of like aggregate nominal amount.

(b) Exchange of interests in Registered Global Notes for Registered Notes in definitive form

Interests in the Reg. S Global Note and the Restricted Global Note will be exchangeable for Registered Notes in definitive form if (i) Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, notifies the Issuer that it is unwilling or unable to continue as depositary for such Registered Global Note or (ii) if applicable, DTC ceases to be a "Clearing Agency" registered under the Securities Exchange Act of 1934, as amended, or the Issuer has been notified that either Euroclear or Clearstream, Luxembourg has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced its intention permanently to cease business or has in fact done so, and a successor depositary or alternative clearing system satisfactory to the Issuer, the Trustee and the Agent is not available, or (iii) in the case of Senior Preferred Notes and Senior Non-Preferred Notes, an Event of Default has occurred and is continuing with respect to such Notes or, in the case of Subordinated Notes, a payment default has occurred and is continuing with respect to such Notes, or (iv) the holder of a beneficial interest in the Restricted Global Note notifies the Registrar in writing that it is transferring such beneficial interest to an Institutional Accredited Investor who is required to hold its beneficial interest in the Registered Notes in definitive form, or (v) if the applicable Final Terms or, as the case may be, the applicable Pricing Supplement so permit, a written request for one or more Registered Notes in definitive form is made by a holder of a beneficial interest in a Registered Global Note; provided that in the case of (v) such written notice or request, as the case may be, is submitted to the Registrar by the beneficial owner not later than 60 days prior to the requested date of such exchange. Upon the occurrence of any of the events described in the preceding sentence, the Issuer will cause the appropriate Registered Notes in definitive form to be delivered provided that, notwithstanding the above, no Reg. S Notes in definitive form will be issued until the expiry of the period that ends 40 days after completion of the distribution of each Tranche of Notes, as certified by the relevant Dealer, in the case of a non-syndicated issue, or by the Lead Manager, in the case of a syndicated issue (the "**Distribution Compliance Period**").

(c) Transfers of Registered Global Notes

Transfers of a Registered Global Note registered in the name of a nominee for DTC shall be limited to transfers of such Registered Global Note, in whole but not in part, to a nominee of DTC or to a successor of DTC or such successor's nominee.

(d) Transfers of interests in Reg. S Global Notes

Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Reg. S Global Note to a transferee in the United States will only be made:

(i) upon receipt by the Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a "**Transfer Certificate**"), copies of which are available from the specified office of the Registrar or any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made:

(A) to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or

(B) to a person who is an Institutional Accredited Investor, together with a duly executed investment letter from the relevant transferee substantially in the form set out in the Agency Agreement (an "**IAI Investment Letter**"); or

(ii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require,

which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities law of any state of the United States,

and, in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

In the case of (A) above, such transferee may take delivery through a Legended Note in global or definitive form and, in the case of (B) above, such transferee may take delivery only through a Legended Note in definitive form. After expiry of the applicable Distribution Compliance Period (i) beneficial interests in Reg. S Global Notes registered in the name of a nominee for DTC may be held through DTC directly, by a participant in DTC, or indirectly through a participant in DTC and (ii) such certification requirements will no longer apply to such transfers.

(e) *Transfers of interests in Legended Notes*

Transfers of Legended Notes or beneficial interests therein may be made:

(i) to a transferee who takes delivery of such interest through a Reg. S Global Note, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or

(ii) to a transferee who takes delivery of such interest through a Legended Note:

(A) where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or

(B) where the transferee is an Institutional Accredited Investor, subject to delivery to the Registrar of a Transfer Certificate from the transferor to the effect that such transfer is being made to an Institutional Accredited Investor, together with a duly executed IAI Investment Letter from the relevant transferee; or

(iii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States,

and in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

Notes transferred by Institutional Accredited Investors to QIBs pursuant to Rule 144A or outside the United States pursuant to Regulation S will be eligible to be held by such QIBs or non-U.S. investors through DTC and the Registrar will arrange for any Notes which are the subject of such a transfer to be represented by the appropriate Registered Global Note, where applicable.

(f) *Exchanges and transfers of Registered Notes generally*

Registered Notes may not be exchanged for Bearer Notes and vice versa.

Holders of Registered Notes in definitive form, other than Institutional Accredited Investors, may exchange such Notes for interests in a Registered Global Note of the same type at any time.

Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will be transferable and

exchangeable for Notes in definitive form or for a beneficial interest in another Registered Global Note only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, Luxembourg, as the case may be (the "**Applicable Procedures**").

Upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement) by the holder or holders surrendering the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and upon the Registrar or, as the case may be, the relevant Transfer Agent, after due and careful enquiry, being satisfied with the documents of title and the identity of the person making the request and subject to such reasonable regulations as the Issuer, the Trustee and the Registrar, or as the case may be, the relevant Transfer Agent prescribe, including any restrictions imposed by the Issuer on transfers of Registered Notes originally sold to a U.S. person. Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations) authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by mail to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

Exchanges or transfers by a holder of a Registered Note in definitive form for an interest in, or to a person who takes delivery of such Note through, a Registered Global Note will be made no later than 60 days after the receipt by the Registrar or as the case may be, relevant Transfer Agent of the Registered Note in definitive form to be so exchanged or transferred and, if applicable, upon receipt by the Registrar of a written certification from the transferor.

(g) Registration of transfer upon partial redemption

In the event of a partial redemption of Notes under Condition 7, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

(h) Closed Periods

No Noteholder may require the transfer of a Registered Note to be registered during the period of 30 days ending on the due date for any payment of principal or interest on that Note.

(i) Costs of exchange or registration

The costs and expenses of effecting any exchange or registration of transfer pursuant to the foregoing provisions (except for the expenses of delivery by other than regular mail (if any) and, if the Issuer shall so require, for the payment of a sum sufficient to cover any tax or other governmental charge or insurance charges that may be imposed in relation thereto which will be borne by the Noteholder) will be borne by the Issuer.

15. Agent, Paying Agents, Exchange Agent, Transfer Agent, Registrar and VPS Account Manager

The names of the initial Agent, the initial Registrar and the other initial Paying Agents, the initial Exchange Agent and the initial Transfer Agent and their initial specified offices are set out in the Agency Agreement.

The Issuer is entitled, with the prior written approval of the Trustee (such approval not to be unreasonably withheld or delayed), to vary or terminate the appointment of any Paying Agent or the Registrar or the Exchange Agent or any Transfer Agent or any VPS Account Manager or any Calculation Agent and/or appoint additional or other Paying Agents or additional or other Registrars, Exchange Agents, Transfer Agent, VPS Account Managers or Calculation Agents and/or approve any change in the specified office through which any Paying Agent, Registrar, Exchange Agent, Transfer Agent, VPS Account Manager or Calculation Agent acts, provided that (other than in the case of Swiss Domestic Notes):

(i) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority there will at all times be a Paying Agent (which may be the Agent), in the case of Bearer Notes, and a Transfer Agent (which may be the Registrar), in the case of Registered Notes, with a specified office in such place as may be required by the rules and regulations of such stock exchange or other relevant authority;

(ii) there will at all times be a Paying Agent (which may be the Agent) with a specified office in a city in Europe outside Norway;

(iii) there will at all times be an Agent;

(iv) there will at all times be a Transfer Agent having a specified office in a place approved by the Agent;

(v) so long as any of the Registered Global Notes are held through DTC or its nominee, there will at all times be an Exchange Agent with a specified office in London;

(vi) there will at all times be a Registrar with a specified office outside the United Kingdom and, so long as the Notes are listed on any stock exchange, in such place as may be required by the rules and regulations of the relevant stock exchange;

(vii) there will at all times be a Paying Agent in a jurisdiction within Europe other than Switzerland that will not be required to withhold or deduct tax pursuant to laws enacted in Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation proposed by the Swiss Federal Council on 22nd December, 2010, in particular the principle to have a person other than the Issuer withhold or deduct tax; and

(viii) in the case of VPS Notes, there will at all times be a VPS Account Manager authorised to act as an account operating institution with the VPS and one or more Calculation Agent(s) where the Terms and Conditions of the relevant VPS Notes so require.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the eleventh paragraph of Condition 6(c). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency or of a Paying Agent failing to become or ceasing to be a participating foreign financial institution for the purposes of the Code, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 17.

In the case of Swiss Domestic Notes, the Issuer will at all times maintain a Paying Agent having a specified office in Switzerland and qualifying as a Swiss bank or securities dealer and will at no time appoint a Paying Agent having a specified office outside Switzerland in relation to such Swiss Domestic Notes and so long as the Swiss Domestic Notes are listed on any stock exchange or admitted to listing by any other relevant authority there will at all times be a Paying Agent (which may be the Agent) with a specified office in such place as may be required by the rules and regulations of such stock exchange or other relevant authority.

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

16. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9.

17. Notices

All notices regarding the Bearer Notes (other than Swiss Domestic Notes) shall be published in a leading English language daily newspaper of general circulation in London. It is expected that any such publication in a newspaper will be made in the *Financial Times* or any other daily newspaper in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange (or any other relevant authority) on which the Bearer Notes are for the time being listed or by which they have been admitted to listing including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in each such newspaper or where published in such newspapers on different dates, the last date of such first publication. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Notes are issued, there may (provided that, in the case of Notes listed on a stock exchange, the rules of such stock exchange (or other relevant authority) permit), so long as the global Note(s) is or are held in its/their entirety on behalf of Euroclear and/or Clearstream, Luxembourg or DTC, be substituted for such publication in such newspaper(s) or such

website(s) or mailing the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, for communication by them to the holders of the Notes. Any such notice shall be deemed to have been given to the holders of the Notes on the day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be.

Notices to be given by any holder of the Notes (other than Swiss Domestic Notes) shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes is represented by a global Note, such notice may be given by any holder of a Note to the Agent or the Registrar via Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, in such manner as the Agent and/or the Registrar and/or Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, may approve for this purpose. Notices to be given by any holder of Swiss Domestic Notes shall be given in the manner specified in the applicable Pricing Supplement.

Notices to holders of Swiss Domestic Notes will, save where another means of effective communication has been specified in the applicable Pricing Supplement, be deemed to be validly given (i) if published in a leading daily newspaper with national circulation in Switzerland (which is expected to be the *Neue Zürcher Zeitung*), (ii) in the case of Swiss Domestic Notes represented by a Swiss Global Note and not admitted to trading on the standard for bonds of the SIX Swiss Exchange, if published on the website specified in the applicable Pricing Supplement or (iii) in the case of Swiss Domestic Notes admitted to trading on the standard for bonds of the SIX Swiss Exchange, if published in electronic form on the website of the SIX Swiss Exchange (www.six-swiss-exchange.com) under the section headed "*Official Notices*" or otherwise in accordance with the regulations of the SIX Swiss Exchange. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of first such publication) or, as the case may be, on the date of such delivery.

In the case of VPS Notes, notices shall be given in accordance with the procedures of the VPS.

18. Meetings of Noteholders, Modification, Waiver and Substitution

(a) Meetings of Noteholders

(i) Holders of Bearer Notes and/or Registered Notes

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the Trust Deed. The Issuer, with the agreement of the Trustee, may modify or vary such provisions for convening meetings to reflect the requirements from time to time of Euroclear, Clearstream, Luxembourg or the Intermediary. Any such modification or variation will be notified to the Noteholders in accordance with Condition 17. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than 5 per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes or the Coupons or the Trust Deed (including, but not limited to, modifying the date of maturity of the Notes or any date for payment of interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes or the Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds in aggregate nominal amount of the Notes for the time being outstanding, or at any

adjourned such meeting one or more persons holding or representing not less than one-third in aggregate nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Couponholders.

(ii) *Holders of VPS Notes*

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the VPS Notes or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than 5 per cent. in nominal amount of the VPS Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding a certificate (dated no earlier than 14 days prior to the meeting) from either the VPS or the VPS Account Manager stating that the holder is entered into the records of the VPS as a Noteholder or representing not less than 50 per cent. in nominal amount of the VPS Notes for the time being outstanding and providing an undertaking that no transfers or dealing have taken place or will take place in the relevant VPS Notes until the conclusion of the meeting, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the VPS Notes or the Trust Deed (including modifying the date of maturity of the VPS Notes or any date for payment of interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the VPS Notes or altering the currency of payment of the VPS Notes), the quorum shall be one or more persons holding or representing not less than two-thirds in aggregate nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in aggregate nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting.

For the purposes of a meeting of Noteholders, the person named in the certificate from the VPS or the VPS Account Manager described above shall be treated as the holder of the VPS Notes specified in such certificate provided that he has given an undertaking not to transfer the VPS Notes so specified (prior to the close of the meeting) and the Trustee shall be entitled to assume that any such undertaking is validly given, shall not enquire as to its validity and enforceability, shall not be obliged to enforce any such undertaking and shall be entitled to rely on the same.

(b) *Modification, Waiver and Substitution*

The Trustee may agree, without the consent of the Noteholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid, to any modification (i) which is of a formal, minor or technical nature or to comply with mandatory provisions of Norwegian law, (ii) which is to correct a manifest error or (iii) which is in its opinion not materially prejudicial to the interests of the Noteholders. In addition, the Trustee shall be obliged to concur with the Issuer without the consent of the Noteholders or Couponholders (i) in effecting any Benchmark Amendments in the circumstances and as otherwise set out in Condition 5(d) or (ii) to any substitution or variation pursuant to Condition 7(l) or 7(m), where applicable. Any such modification shall be binding on the Noteholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 17 as soon as practicable thereafter.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number)) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 8 and/or any undertaking or covenant given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

The Trustee may, without the consent of the Noteholders or Couponholders, but subject to the provisions of Condition 7(i), in the case of Restricted Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes only, agree with the Issuer, to the substitution in place of the Issuer (or of any previous substitute under this Condition) (the "**Substituted Obligor**") as the principal debtor under the Notes, Coupons and the Trust Deed of another company, being a Subsidiary of the Issuer or a successor in business of the Issuer or a Subsidiary of the successor in business of the Issuer, subject to (a) unless such substituted company is a successor in business of the Issuer, the Notes being unconditionally and irrevocably guaranteed by the Issuer or its successor in business, (b) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution and (c) certain other conditions set out in the Trust Deed being complied with. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders or Couponholders, to a change in the law governing the Notes, the Coupons and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders.

Notice of any such substitution shall be given by the Substituted Obligor to the Noteholders in accordance with Condition 17 and the provisions of the Trust Deed.

19. Indemnification of the Trustee and Trustee Contracting with the Issuer

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any of its Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of its Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform

its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith. Each of Condition 3 and Condition 4 applies only to amounts payable in respect of the Notes and nothing in Condition 3, Condition 4, Condition 10, Condition 11 or Condition 12 shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof.

20. Further Issues

The Issuer shall be at liberty from time to time, without the consent of the Noteholders or Couponholders, to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the issue date, the issue price and the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes provided, however, that in the case of any issue of Notes in registered form, for purposes of U.S. federal income taxation (regardless of whether any Noteholders are subject to U.S. federal income tax laws), such further notes are either (i) not issued with original issue discount, (ii) issued with less than a *de minimis* amount of original issue discount, or (iii) issued in a "qualified reopening" for U.S. federal income tax purposes.

21. Provision of Information

For so long as any Restricted Notes remain outstanding and are "restricted securities" (as defined in Rule 144(a)(3) under the Securities Act), the Issuer shall, during any period in which it is neither subject to the reporting requirements of Sections 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**") nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, make available to any holder of, or beneficial owner of an interest in, such Notes in connection with any resale thereof and to any prospective purchaser designated by such holder or beneficial owner, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act.

22. Third Party Rights

Save as provided in Condition 21, no rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

23. Governing Law and Submission to Jurisdiction

(a) The Trust Deed, Agency Agreement, the Notes and the Coupons and any non-contractual obligations arising therefrom or in connection therewith are governed by, and shall be construed in accordance with, English law except for (i) Clause 5 of the Trust Deed; (ii) the provisions of Condition 3; (iii) the provisions of Condition 4; and (iv) any other write-down or conversion of the Notes in accordance with Norwegian law and regulation applicable to the Issuer from time to time, which in each case shall be governed by, and shall be construed in accordance with, Norwegian law. VPS Notes must comply with the Norwegian Securities Register Act of 5th July, 2002 no. 64, as amended from time to time and the holders of VPS Notes will be entitled to the rights and are subject to the obligations and liabilities which arise under this Act and any related regulations and legislation.

(b) The Issuer agrees, for the exclusive benefit of the Trustee, the Paying Agents, the Noteholders and the Couponholders that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Agency Agreement, the Notes and/or the Coupons (including a dispute relating to any non-contractual obligations arising therefrom or in connection therewith) and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes and the Coupons (including any Proceedings relating to any non-contractual obligations arising out of or in connection therewith) may be brought in such courts.

The Issuer hereby irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and hereby further irrevocably agrees that a judgment in any such Proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

Nothing contained in this Condition shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

The Issuer appoints DNB Bank ASA (London Branch) at its registered office for the time being at 8th Floor, The Walbrook Building, 25 Walbrook, London, EC4N 8AF as its agent for service of process, and undertakes that, in the event of DNB Bank ASA (London Branch) ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Trustee as its agent for service of process in England in respect of any Proceedings.

Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

24. Contractual Recognition of Norwegian Statutory Loss Absorption Powers

Notwithstanding and to the exclusion of any other term of the Notes or any other agreements, arrangements or understanding between the Issuer and any Noteholder (which, for the purposes of this Condition 24, includes each holder of a beneficial interest in the Notes), by its acquisition of any Note, each Noteholder acknowledges and accepts that any liability arising under the Notes may be subject to the exercise of Norwegian Statutory Loss Absorption Powers by the Relevant Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:

(i) the effect of the exercise of any Norwegian Statutory Loss Absorption Powers by the Relevant Resolution Authority, which exercise may include and result in (without limitation) any of the following, or a combination thereof:

(A) the reduction of all, or a portion, of the Relevant Amounts in respect of the Notes;

(B) the conversion of all, or a portion, of the Relevant Amounts in respect of the Notes into shares, other securities or other obligations of the Issuer or another person, and the issue to or conferral on the Noteholder of such shares, securities or obligations, including by means of an amendment, modification or variation of the terms of the Notes;

(C) the cancellation of the Notes or the Relevant Amounts in respect of the Notes; and

(D) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date(s) on which interest becomes payable, including by suspending payment for a temporary period; and

(ii) the variation of the terms of the Notes, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of any Norwegian Statutory Loss Absorption Powers by the Relevant Resolution Authority.

In this Condition 24:

"**Norwegian Statutory Loss Absorption Powers**" means any write-down, conversion, transfer, modification, suspension or similar or related power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Kingdom of Norway, relating to (i) the transposition into Norwegian law of the BRRD, including sections 20-14 and 20-24 of the Financial Institutions Act, and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of the Issuer (or any affiliate of the Issuer) can be reduced, cancelled, modified, or converted into shares, other securities or other obligations of the Issuer or any other person (or suspended for a temporary period);

"**Relevant Amounts**" means the outstanding principal amount of the Notes, together with any accrued but unpaid interest and additional amounts due on the Notes and any other amounts which may otherwise be or become payable at any time in connection with the Notes. References to such amounts will include (but are not limited to) amounts that have become due and payable, but which have not been paid, prior to the exercise of any Norwegian Statutory Loss Absorption Powers by the Relevant Resolution Authority; and

"**Relevant Resolution Authority**" means the (or each) resolution authority with the ability to exercise any Norwegian Statutory Loss Absorption Powers in relation to the Issuer.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes or for such other reason as may be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement.

DESCRIPTION OF THE ISSUER AND THE DNB BANK GROUP

Overview

The DNB Bank Group, which includes the Bank and its subsidiaries, is Norway's largest bank group as measured by total assets. The Bank offers corporate, retail and investment banking services and products to customers in Norway and internationally. The Bank is the largest company in the DNB Group. As of 30th September, 2018, the DNB Bank Group had total assets of NOK 2,387 billion and loans to customers of NOK 1,562 billion, compared to total assets of NOK 2,360 billion and loans to customers of NOK 1,531 billion as of 31st December, 2017. The DNB Bank Group's profit for the nine months ended 30th September, 2018 was NOK 16.5 billion, compared to NOK 14.2 billion for the corresponding period in 2017, and its profit for the year ended 31st December, 2017 was NOK 19.8 billion, compared to NOK 17.9 billion for the previous year.

The DNB Bank Group's head office is located in Oslo. The Bank is wholly owned by DNB ASA, the holding company of the DNB Group. The DNB Group is Norway's largest financial services group in terms of total assets with total assets of NOK 2,731 billion as of 30th September, 2018 (Source: *DNB*). DNB ASA conducts its banking operations through the Bank and offers life insurance and pension saving products, non-life insurance products and asset management services through its wholly-owned subsidiaries DNB Livsforsikring AS, DNB Forsikring AS and DNB Asset Management, as set forth below in "*—Legal Structure of the DNB Group*".

The Group offers a full range of financial services, including loans, savings and investment, payment transfers, advisory services, real estate broking, insurance and pension products for personal and corporate customers. The Issuer is among the world's leading banks within its international priority areas, especially the energy, shipping and seafood sectors. The Issuer offers 24/7 customer service and telephone and online banking, and has a physical presence in 19 countries through its branch offices, subsidiaries and representative offices, and throughout Norway through its post offices, in-store postal and banking outlets and its branch offices.

As of 30th September, 2018, the DNB Group had approximately 2.1 million private customers, about 218,000 corporate customers and around 1.2 million life and pension insurance customers in Norway.

The Issuer wholly owns DNB Boligkreditt, a company which provides loans secured by residential property for up to 75 per cent. of the property's appraised value. DNB Boligkreditt is licensed to operate as a mortgage institution with the right to issue covered bonds and has a key role in ensuring the DNB Group's long-term funding.

History of the Bank

The Bank traces its roots back to 1822, when Norway's first savings bank, Christiana Sparebank, was founded. The Bank was formed through mergers of several Norwegian banks. The name DnB NOR Bank ASA was adopted in 2003, when DnB Holding ASA and Gjensidige NOR ASA merged. The Bank's subsidiaries of DNB Holding ASA and Gjensidige NOR ASA, Den norske Bank ASA and Gjensidige NOR Sparebank ASA, respectively, merged on 19th January, 2004.

On 11th November, 2011, the Bank changed its name from DnB NOR Bank ASA to DNB Bank ASA. On the same date, several other DNB Group companies changed their names, including the holding company of the DNB Group, which changed its name from DnB NOR ASA to DNB ASA.

On 1st October, 2012 the merger of the Issuer and Nordlandsbanken ASA became effective.

The registered office of the Bank is at Dronning Eufemias gate 30, N-0191 Oslo, Norway and its telephone number is +47 915 04800. The Bank is incorporated as a public limited company (in Norwegian: *allmennaksjeselskap*) under the Norwegian Act on Commercial Banks of 24th May, 1961 No. 2 (which was replaced by the Financial Institutions Act from 1st January, 2016).

Recent and Planned Changes

The DNB Bank Group has observed that almost all of its customers prefer to interact with it via digital channels. Accordingly, the Bank recently implemented extensive measures to adjust its branch structure in Norway to reflect changes in customer behaviour. In parallel, additional resources were allocated to the customer service centre and to the innovation of new digital services, such as expanding the popular 'Vipps' financial transaction mobile wallet application and the 'Spare' savings app.

In mid-February 2017, the Bank entered into an alliance with 105 Norwegian savings banks to cooperate in the development and promotion of Vipps with the aim of it becoming the predominant mobile wallet for the whole of Norway. The Bank teamed up with the SpareBank 1 alliance, the savings banks which are also co-owners of Frende Forsikring, the Eika alliance and Sparebanken Møre as co-owners to establish Vipps as a separate company. This alliance was approved by the Norwegian Competition Authority on 17th March, 2017. DNB holds the majority of the shares (approximately 52 per cent.) in the new company, Vipps AS, but does not hold the majority of voting rights. The transaction also required the approval of the Norwegian FSA and the Norwegian Ministry of Finance, which was granted in September 2017. As from end-September, Vipps AS has been incorporated in the financial accounts according to the equity method.

On 17th November, 2017, a group of Norwegian banks, including the Bank, Eika and Sparebank 1 Gruppen, announced a preliminary agreement to combine the payment units Vipps, BankAxept and BankID Norge in order to improve their product offering and better place themselves for competition against global tech firms. The merger was registered on 7th July, 2018 and the new company VBB AS was established in Oslo with around 100 employees, coming from the three companies

In August 2016, Nordea Bank AB (publ) and the Bank announced plans to merge their Baltic units. In early March 2017, the parties announced that the Baltic bank would be called Luminor. The merger was granted approval from the regulatory authorities and was completed on 1st October, 2017. In September 2018, Nordea Bank AB and the Bank announced that they had agreed to sell a 60 per cent. stake in Luminor to Blackstone private equity consortium. Following the transaction, which is expected to be completed early 2019, the Bank's ownership interest in Luminor Group AB will be 20 per cent. Nordea has entered into a forward sale agreement with Blackstone for its remaining 20 per cent. stake, expected to be completed over the near to medium term.

The Bank is working continuously to streamline its distribution network and facilitate self-service solutions. The number of active mobile banking users increased from 700,000 to 800,000 (as of the fourth quarter of 2017) per month over the last three years. As a result of new technology and digital services, the Bank's customers use the Bank in different ways. While the use of digital services has significantly increased in recent years, there has been a prolonged decline in the number of visitors to the Bank's branch offices. According to DNB Markets, 90 per cent. of Norwegian banking customers no longer use branch offices for their daily banking needs. Nine out of ten Norwegians fulfil their banking needs online and an increasing number now use their mobile phone or tablet. Furthermore, changes in customer behaviour are not unique to the personal customer market – corporate customers are also using banks in new ways.

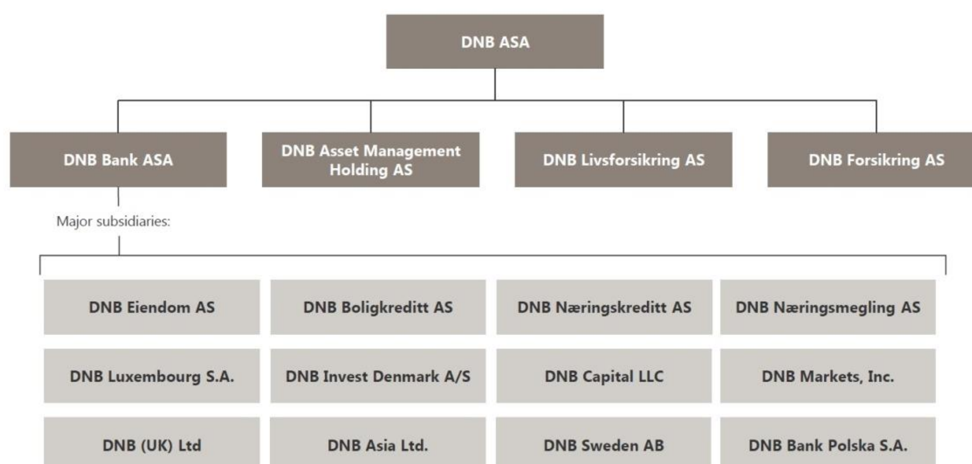
Corporate object

Pursuant to Article 1-2 of the Articles of Association of the Bank, the corporate object of the Bank is to perform all types of business and services that are customary or natural for banks to engage in within the scope of Norwegian legislation in force at any time.

Legal Structure of the DNB Group

In accordance with the requirements of the Norwegian regulatory authorities, the banking, asset management and insurance activities of the DNB Group are organised as separate limited companies under the holding company DNB ASA. Banking activities are conducted by the Bank and its subsidiaries. All asset management activities are organised under a common holding company, DNB Asset Management. DNB Livsforsikring AS offers life insurance and pension saving products, both products with guaranteed returns and products with a choice of investment profile. DNB Forsikring AS offers non-life (property and casualty) insurance products as part of a total product package for retail customers and small- and medium-sized companies.

The chart below sets forth the legal structure of the DNB Group as of 30th September, 2018:



Control of the Issuer

The Issuer is a wholly-owned subsidiary of DNB ASA. DNB ASA is listed on the regulated market of Oslo Børs and is subject to disclosure requirements which ensure adequate transparency of ownership information. In addition, there are statutory measures to prevent abuse of control in place under the Norwegian Public Limited Liability Companies Act and the Financial Instituitions Act imposes stricter rules for banks that in practice prevent abuse of ownership and/or control. The Norwegian Ministry of Finance must assess and approve all shareholders that own or acquire a qualified amount (usually 10% or more) of shares in a financial undertaking.

Strategy, Vision and Values

The Bank is the main subsidiary of the DNB Group and the Bank's strategy is therefore closely coordinated with the DNB Group's overall strategy.

On 25th September, 2017, the DNB Group launched a new strategic platform, which consists of the DNB Group's vision, values and a shared customer value proposition. DNB's overall goal is to create the best possible customer experience and to achieve its financial targets. The new strategic platform identifies four priorities: increasing innovation, capitalising on customer insight, enhancing

employee skills and integrating corporate social responsibility in all functions of the DNB Group. The platform shows what should characterise the DNB Group and sets a common direction.

The Bank's purpose: We are here. So that you can stay ahead. The Bank has been there for almost 200 years and will continue to be a stable and trustworthy partner for customers and society. DNB's new strategy uses knowledge, customer insight, technology and innovation to improve the daily lives of its customers and, at the same time, driving development in banking and finance.

The Bank's values: Curious, bold and responsible. The Bank's values represent the qualities the Bank needs in order to fulfil its purpose, and they describe what is expected from employees and what customers, owners and society can expect from the Bank.

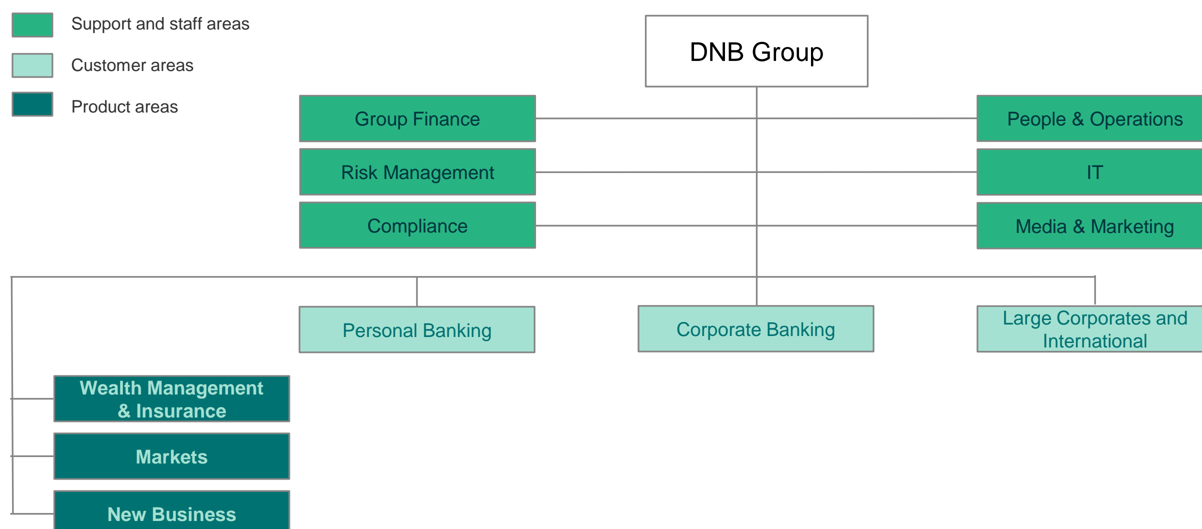
The DNB Group gives priority to long-term value creation for its shareholders and aims to achieve a return on equity, a rate of growth and a market capitalisation which are competitive in relation to its Nordic peers. The Bank is transforming the way it does business through the smarter use of capital, such as investing in capital-light products and reallocating capital, as well as maintaining its competitiveness among debt capital markets, investment grade and high yield issuers in Norway.

DNB Bank Group and DNB Group Operational Structure

The DNB Bank Group's core businesses are retail and corporate banking, which it operates through its Personal Banking, Corporate Banking and Large Corporates and International customer areas, respectively.

The DNB Bank Group also provides investment banking services through DNB Markets and cross-sells certain asset management and life insurance products offered by the Insurance and Asset Management companies, for which the DNB Bank Group receives fee and commission income. The Bank is also a large private settlement bank in Norway. The operational structure of the DNB Group differs from its legal structure. The operational structure is adapted to the DNB Group's business operations and aims to ensure high-quality customer service and products as well as efficient operations.

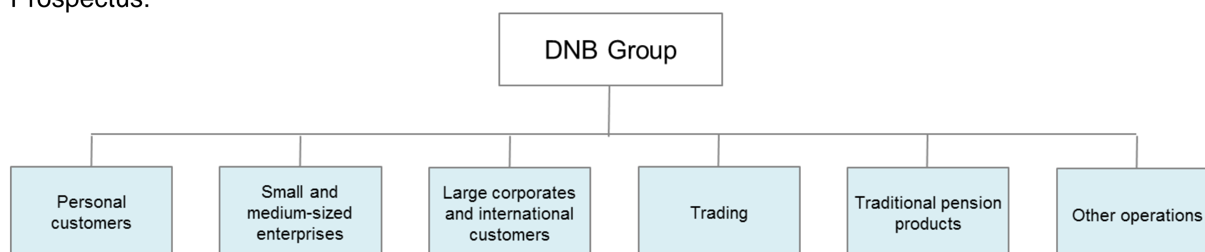
The chart below shows the DNB Group's operational structure as of the date of this Base Prospectus:



DNB Bank Group Reporting Structure – Business Segments

Financial governance in the DNB Group is adapted to the different segments. The income statements and balance sheets for the segments are presented in accordance with internal financial reporting principles, according to which revenues, costs and capital requirements are allocated to the segments based on a number of assumptions. Reported figures for the different segments thus reflect the DNB Group's total sales of products and services to the relevant segments. The follow-up of total customer relationships and segment profitability are two important dimensions when making strategic priorities and deciding on where to allocate the DNB Group's resources.

The chart below shows the DNB Group's reporting structure as of the date of this Base Prospectus:



A description of the DNB Bank Group's business segments for financial reporting purposes as of the date of this Base Prospectus is set out below.

Personal Customers

This segment includes the DNB Bank Group's 2.1 million personal customers in Norway. The customers are offered a wide range of services through Norway's largest distribution network, comprising branch offices, telephone banking (24/7), digital banking, mobile banking solutions, real estate broking as well as external channels such as post offices and in-store postal outlets.

Personal Customers includes the DNB Group's total sales of products and services to personal customers in Norway, both digital and physical, with the exception of certain fixed interest residential mortgages recorded under Traditional Pension Products, where returns accrue to the policyholders. For the three months ended 30th September, 2018, the segment Personal Customers recorded a pre-tax operating profit of NOK 2,359 million, compared to a pre-tax operating profit of NOK 2,419 million for the three months ended 30th September, 2017. For the three months ended 30th June, 2018, the segment Personal Customers recorded a pre-tax operating profit of NOK 2,220 million, compared to a pre-tax operating profit of NOK 2,234 million for the three months ended 30th June, 2017. For the three months ended 31st March, 2018, the segment Personal Customers recorded a pre-tax operating profit of NOK 2,375 million, compared to a pre-tax operating profit of NOK 2,129 million for the three months ended 31st March, 2017. For the year ended 31st December, 2017, Personal Customers recorded a pre-tax operating profit of NOK 9,113 million, compared to NOK 8,788 million for 2016[4], amounting to 36.9 per cent. and 40.2 per cent. of the DNB Bank Group's pre-tax operating profit for 2017 and 2016, respectively. As of 31st December, 2017, loans to customers amounted to NOK 747 billion, while deposits from customers totalled NOK 403 billion.

Customers' use of digital services is increasing and the Bank is continuing to digitalise its products and services. Further, in response to a higher self-service ratio, a large number of branches have been closed down over the last couple of years. As at 31st December, 2017 the Bank only had 57 domestic branches left.

In the DNB Bank Group's consolidated financial statements, the residential loan portfolio of DNB Boligkreditt is reported as part of Personal Customers. The remaining part of the DNB

[4] Numbers for 2016 are adjusted for the divestment of the Baltic subsidiaries.

Boligkreditt business is reported as part of Other operations. Loans to customers booked in DNB Boligkreditt as of 31st December, 2017 amounted to NOK 622 billion.

DNB Eiendom AS ("**DNB Eiendom**") is reported within Personal Customers and is Norway's largest real estate broker. The company offers services related to the sale of residential and holiday properties and housing projects, as well as advisory services in connection with the sale of other real estate. In recent years, DNB Eiendom has experienced strong growth in market share and turnover. As of 31st December, 2017 DNB Eiendom had 143 sales offices across Norway.

Small and Medium-Sized Enterprises

The segment is responsible for product sales and advisory services to small and medium-sized enterprises in Norway. The Bank aspires to be a local bank for the whole of Norway, while offering the products and expertise of a large bank. Customers in this segment range from small businesses and start-up companies to relatively large corporate customers and the product offerings are adapted to the customers' different needs. Small and medium-sized enterprises are served through the DNB Bank Group's physical distribution network throughout Norway as well as digital and telephone banking (24/7). The needs of companies are rapidly becoming more digital. During the last three years, there has been a significant reduction in manual corporate services from branch offices and a majority of all inquiries to the bank's customer service centre are now being made from digital platforms. Changes in customer behaviour, combined with increasing digitalisation, mean that customers with straightforward needs can be served well and more efficiently through the Bank's digital channels.

For reporting purposes, this segment includes the DNB Bank Group's total sales of products and services to small and medium-sized enterprises in Norway.

For the three months ended 30th September, 2018, the segment recorded a pre-tax operation profit of NOK 1,585 million compared to a pre-tax operating profit of NOK 1,395 million for the three months ended 30th September, 2017. For the three months ended 30th June, 2018, the segment recorded a pre-tax operation profit of NOK 1,742 million compared to a pre-tax operating profit of NOK 1,360 million for the three months ended 30th June, 2017. For the three months 31st March, 2018, the segment recorded a pre-tax operating profit of NOK 1,502 million, compared to a pre-tax operating profit of NOK 1,362 million for the three months ended 31st March, 2017. For the year ended 31st December, 2017, Small and Medium-Sized Enterprises recorded a pre-tax operating profit of NOK 5,621 million, compared to NOK 4,465 million for 2016, amounting to 22.7 per cent. and 20 per cent. of the DNB Bank Group's pre-tax operating profit for 2017 and 2016, respectively. As of 31st December, 2017, loans to customers amounted to NOK 291 billion, while deposits from customers amounted to NOK 207 billion.

Large Corporates and International

This segment includes the Bank's largest Norwegian corporate customers, public sector and international customers, including all customer segments in Poland.

For the three months ended 30th September, 2018, the segment recorded a pre-tax operating profit of NOK 2,606 million, compared to a pre-tax operating profit of NOK 2,080 million for the three months ended 30th September, 2017. For the three months ended 30th June, 2018, the segment recorded a pre-tax operating profit of NOK 3,014 million, compared to a pre-tax operating profit of NOK 2,396 million for the three months ended 30th June, 2017. For the three months ended 31st March, 2018, the segment recorded a pre-tax operating profit of NOK 2,971 million, compared to a pre-tax operating profit of NOK 1,888 million for the three months ended 31st March, 2017. For the year ended 31st December, 2017, Large Corporates and International recorded a pre-tax operating profit of NOK 8,694 million, compared to NOK 4,925 million for 2016, amounting to 35.2 per cent. and 22.5 per cent. of the DNB Bank Group's pre-tax operating profit for 2017 and 2016, respectively. As of

31st December, 2017 loans to customers amounted to NOK 410 billion, while deposits from customers amounted to NOK 326 billion.

Large Corporates and International serves large corporate customers in Norway and is responsible for the DNB Bank Group's international operations, including the service of local customers in Poland. Long-term customer relationships based on sound industry and product expertise are key to the success of this business area. International initiatives are based on expertise within the business area's strategic priority areas, which are shipping, energy and seafood.

The Large Corporates and International business area serves Norwegian customers through central customer service departments, financial services and business centres and regional offices in Norway, as well as through the DNB Bank Group's telephone and internet banks. In addition, the DNB Bank Group's corporate clients are offered services internationally through offices and branches in several countries around the world.

Other operations

With effect from the first quarter of 2018, the DNB Bank Group has changed its reporting segments, as Risk Management, previously reported as Trading has been combined with Other operations.

For the three months ended 30th September, 2018 Other operations reported a pre-tax operation profit of NOK 217 million compared to NOK 863 million for the three months ended 30th September, 2017. For the three months ended 30th June, 2018 Other operations reported a pre-tax operation profit of NOK 303 million compared to NOK 134 million for the three months ended 30th June, 2017. For the three months ended 31st March, 2018, Other operations recorded a pre-tax operating profit of negative NOK 140 million, compared to a pre-tax operating profit of NOK 166 million for the three months ended 31st March, 2017. For the year ended 31st December, 2017, Trading and Other operations (which is now reported together as Other operations) recorded a pre-tax operating profit of NOK 1,289 million, compared to NOK 3,696 million for 2016, amounting to 5.2 per cent. and 16.9 per cent. of the DNB Bank Group's pre-tax operating profit for 2017 and 2016, respectively.

Various measures implemented by central banks and unexpected international political events contributed to market volatility in 2016. Sound risk management ensured a high level of income from market making and proprietary trading.

.**Litigation**

Due to its extensive operations in Norway and abroad, the DNB Bank Group will regularly be party to a number of legal actions. None of the current disputes are expected to have any material impact on the banking group's financial position.

The Norwegian Consumer Council filed in 2016 a class action against DNB Asset Management, a wholly-owned subsidiary of DNB ASA offering asset management services, where it claimed compensation for up to NOK 690 million on behalf of 180,000 investors in three funds managed by DNB Asset Management based on allegations that the funds were charging high fees for active management but were simply tracking an index. The main hearing of the merits of the case took place in the Oslo City Court over a three-week period from 20th November, 2017. On 12th January, 2018 the Oslo City Court ruled in favour of DNB Asset Management, rejecting the Norwegian Consumer Council's claim. The verdict was appealed on 12th February, 2018. The Norwegian Consumer Council reduced its claim by approximately NOK 234 million, but in the event of an unfavourable outcome, this lawsuit could still expose the DNB Group to significant liability (approximately NOK 455 million) and/or reputational damage.

RISK AND CAPITAL MANAGEMENT

Risk Management

The ability to manage risk is of crucial importance in the financial service industry and is a prerequisite for value creation over time. The Bank aims to maintain a low risk profile and will only assume risk that is understood and can be monitored. Risk management implies that profitability is considered relative to risk, while ensuring that the DNB Group is secured against unintentional risk. Healthy risk management is based on a strong risk culture, which is characterised by a high level of awareness concerning risk and risk management in the organisation. The DNB Group policy for risk management sets out the principles for all of the DNB Group's risk management activities and defines the ambitions for, attitudes towards and organisation of risk management.

All managers are responsible for risk within their own area of responsibility. Risk is managed through personal authorisations and risk limits. Risk management functions and the development of risk management tools are undertaken by units which are independent of operations in individual business areas.

As an integral part of the DNB Group, the DNB Bank Group is subject to the DNB Group risk management policies as summarised in this section.

Responsibilities and organisation

Risk management in the DNB Group is based on a model with three lines of defence. Key risk management principles are clear goals and strategies, policies and guidelines, as well as an effective operating structure and transparent reporting.

The first line of defence is the operational management's governance and internal control, including processes and activities to reach defined goals relating to operational efficiency, reliable financial reporting and compliance with laws and regulations. The operational management is responsible for all risk associated with the unit's activities and processes. They shall at all times ensure that risk management and risk exposure are within the limits and overarching principles decided by the Board of Directors.

The second line of defence represents independent functions which monitor and follow up the operational management's governance and internal control. The functions are established to ensure that the first line of defence is properly designed and functions as intended. The second line of defence is responsible for setting the premises for risk management, for coordination across organisational units and for risk reporting.

The third line of defence is Group Audit, which reviews and evaluates group management's overall governance and internal control. Group Audit reviews risk management in the first and second lines of defence, and identifies potential improvements in operations by evaluating risk management and internal control. Group Audit is independent of the Group's executive management and reports to the Board of Directors of DNB ASA.

Board of Directors

The Board of Directors of DNB ASA carries responsibility for ensuring that the Group is adequately capitalised relative to the risk and scope of operations, and that capital requirements stipulated in laws and regulations are met. The Board of Directors of DNB ASA sets long-term targets for the DNB Group's risk profile through the risk appetite framework. The Board of Directors continually monitors the DNB Group's capital situation.

The Board of Directors of DNB ASA annually reviews the DNB Group's principal risk areas and internal control. The review, which is based on reporting from the group chief executive, aims to document the quality of the work performed in key risk areas and to identify any weaknesses and needs for improvement.

The Risk Management Committee monitors the DNB Group's internal control and risk management systems, and makes sure that they function effectively. In addition, the committee advises the Board of Directors with respect to the Group's risk profile, including the current and future risk appetite and strategy. Advice to the Board of Directors may include strategies for capital and liquidity management, credit risk, market risk, operational risk, risk related to compliance and reputation, as well as other risks within the DNB Group. The committee makes preparations for the Board's monitoring of risk management within the DNB Group, which includes reviewing and assessing group management's risk reporting.

The Audit Committee evaluates the quality of the work performed by DNB Group Audit and the statutory auditors, and shall ensure that the Group has independent and effective external and internal audit procedures, as well as a satisfactory financial reporting in compliance with laws and regulations. The Audit Committee considers and submits a recommendation regarding the choice of statutory auditor for the Group and the statutory auditor's remuneration. The Committee assesses and monitors the independence of the auditor. The committee also supervises the financial reporting process, and reviews the statutory audit of the annual accounts and consolidated accounts. The committee makes preparations for the Board's monitoring of the financial reporting process, and also reviews and assesses the Group's financial reports.

Group chief executive and executive bodies

The group chief executive is responsible for implementing risk management measures that help achieve targets for operations set by the Board of Directors of DNB ASA, including the development of effective management systems and internal control. The group management meeting is the group chief executive's collegiate body for management at group level. All important decisions concerning risk and capital management will generally be made in consultation with the group management team. Authorisations must be in place for the extension of credit and for position and trading limits in all critical financial areas. All authorisations are personal. Authorisations are determined by the Board of Directors of DNB ASA and the Bank, along with overall limits, and can be delegated in the organisation, though any further delegation must be approved and followed up by the relevant person's immediate superior.

A number of advisory bodies have been established to assist in preparing documentation and implementing monitoring and control within various specialist areas.

Group Risk Management

Group Risk Management is the central, independent risk management unit in DNB Group. The entity is headed by the DNB Group's chief risk officer (the "**CRO**"), who reports directly to the group chief executive. The CRO sets the premises for risk taking and internal control, and assesses and reports the DNB Group's risk situation. The majority of the DNB Group's risk entities are organised in Group Risk Management, though parts of operative risk management are organised in the business areas.

Compliance

At the end of 2017, Compliance was established as a separate staff area in the DNB Group. The entity is headed by the group executive vice president, who reports directly to the group chief executive. The compliance function is an independent function which identifies, evaluates, gives advice on, monitors and reports on the DNB Group's compliance risk. All business areas and support

units, as well as large subsidiaries and international entities, have a compliance function with responsibility for ensuring compliance with relevant regulations. The compliance functions in international entities and the DNB Group's operations in the Poland report directly to the group executive vice president. The responsibility for ethics in the DNB Group is also organised under the compliance function.

Capital Management

Assessment of risk profile and capital requirements

Pursuant to the Norwegian Public Limited Liability Companies Act, all companies must at all times have an adequate equity base which takes into account the extent of the company's activities and the risk they involve. Capital adequacy regulations specify a minimum primary capital requirement, which includes credit risk, market risk and operational risk. In addition to meeting the minimum requirement, the DNB Group must satisfy various buffer requirements. The difference between buffer requirements and minimum requirements lies in the consequences of non-compliance. Non-compliance with minimum requirements could result in the bank being restructured or wound up, while non-compliance with buffer requirements would result in implementing measures to strengthen capitalisation. Non-compliance with buffer requirements will result in restrictions on dividend payments, interest payments on hybrid securities and variable remuneration payments to employees. The Norwegian FSA assesses whether there are any risk elements in the individual institution that are not adequately covered by the basis of calculation for the minimum requirements and the general capital requirements (Pillar 1). These are referred to as the Pillar 2 requirements.

According to the DNB Group's capital strategy and dividend policy, the Group aims to be among the best capitalised financial services groups in the Nordic region based on equal calculation principles. Dividends will be determined based on factors such as the need to maintain satisfactory financial strength and developments in external parameters. The Bank's capitalisation guidelines specify a targeted capitalisation level, the frequency of reviews of the Bank's capital situation and the measurement methods to be used, such as risk-adjusted capital and the use of stress tests. The capitalisation guidelines are reviewed each year based on the Internal Capital Adequacy Assessment Process (the "**ICAAP**") and feedback from the authorities through SREP.

Stress testing

Stress testing is an important tool in assessing the capitalisation of the DNB Group and is also used in financial planning. Stress tests are used in the capital planning process in order to determine how changes in the macroeconomic environment will affect the need for capital. The group management team is involved in developing stress tests and considers actions and strategies based on the results.

The Bank took part in the stress tests of European banks in 2011, 2014 and 2016, coordinated by the European Banking Authority ("**EBA**"). The stress tests assess European banks' resilience to severe shocks and losses, such as loan losses, market risk and reductions in net interest income, and the resulting effects on the banks' common equity Tier 1 capital ratios. The Bank also participated in the EBA stress test in the third quarter of 2018 and was described by the EBA as having strong resilience to economic crises compared to its peers tested banks.

The ICAAP stress test assumes a significant deterioration of the macroeconomic situation, and shows how the changed conditions could affect the DNB Group's total risk situation, profit performance and capitalisation. A stress scenario based on relevant risk factors is worked out every year. The scenario is reviewed by the Asset and Liability Committee and approved by the CRO. The stress test uses the the Bank's model for risk-adjusted capital to estimate losses.

Risk appetite

The Board of Directors of DNB ASA sets long-term targets for the DNB Group's risk profile through the risk appetite framework. The risk appetite framework aims to ensure that risk is managed and integrated with the DNB Group's governance processes in a practical, structured, transparent and synchronised manner. The risk appetite framework should provide a holistic and balanced view of the risk in the business. To support the framework a set of governance principles and operational procedures and responsibilities within the DNB Group have been defined. The targeted risk profile will also be reflected in other parts of the risk management framework, including the establishment of authorisations and business limits. The risk appetite framework will be reviewed at least annually. The Board of Directors also regularly reviews risk levels, the framework structure and the reporting of relevant risk categories.

Limits determined on the basis of the DNB Group's risk appetite are operationalized in the business areas and support units. In the DNB Group's governance system, risk appetite is expressed in the form of target figures for selected risk indicators. Monitoring risk indicators that reflect the operations they cover enables the DNB Group to ascertain whether risk remains within the targeted level. Risk indicators will typically be expressed as limits (for quantifiable risk) or qualitative assessments of the risk level. They may not necessarily be expressed by using the same measurement parameters as those used for the DNB Group, though they must support the same risk types and trends. Continual monitoring of these target figures ensures that the risks that are defined as the most important are also monitored and discussed in the operative parts of the organisation.

Risk categories

For risk management purposes, the DNB Bank Group distinguishes between the following risk categories:

- *Credit risk (or counterparty risk)* is the risk of financial losses due to failure on the part of the DNB Group's customers (counterparties) to meet their payment obligations towards the DNB Group. Credit risk refers to all claims against customers/counterparties, principally loans, but also obligations related to other approved credits, guarantees, fixed-income securities, undrawn credits and interbank deposits, as well as counterparty risk incurred in connection with derivative trading and settlement.

- *Market risk* is the risk of losses due to unhedged positions in the foreign exchange, interest rate, commodity and equity markets. The risk arises in consequence of fluctuations in profits due to changes in market prices or exchange rates. Market risk includes both risk that arises through ordinary trading activities and risk that arises as part of banking activities and other business operations.

- *Operational risk* is the risk of losses due to deficiencies or errors in internal processes and systems, human errors or external events. Operational risk also includes compliance risk, legal risk, conduct risk and IT risk. Compliance risk is the risk of losses caused by violation of laws and regulations or similar obligations, as well as legal risk, which often arises in connection with the documentation and interpretation of contracts and different legal practices in locations where the DNB Group has operations.

- *Liquidity risk* is the risk that the DNB Group will be unable to meet its obligations as they fall due, and the risk that the DNB Group will be unable to meet its liquidity obligations without a substantial rise in appurtenant costs. Liquidity is vital to financial operations, though this risk category will often be conditional in the respect that it will

not materialise until other events give rise to concern regarding the DNB Group's ability to meet its obligations.

- *Business risk* relates to fluctuations in profits due to changes in external factors such as the market situation, government regulations or the loss of income due to a weakened reputation. Reputational risk is often a consequence of other risk categories. The DNB Bank Group's business risk is primarily handled through the strategy process and ongoing efforts to safeguard and improve the DNB Bank Group's reputation. When determining and following up the DNB Bank Group's risk appetite, reputational risk is defined as a separate risk dimension.

In addition to the above-mentioned risk categories the DNB Bank Group is exposed to strategic risk, which can be defined as the risk of a decline in profits if the DNB Bank Group fails to exploit existing strategic opportunities. The DNB Bank Group's strategic risk is not measured or reported individually, but is discussed as part of the annual strategy process.

MANAGEMENT

Board of Directors

Responsibilities and organisation

The Board of Directors establishes, plans and budgets for the Bank's business, remains informed of the Bank's financial position and ensures that the Bank's business, its accounts and the management of its assets and liabilities are subject to adequate control. In order to perform its responsibilities, the Board of Directors must make such inquiries as it considers necessary, and must also supervise the day-to-day management of the Bank and its business in general. In accordance with the Bank's articles of association, the Board of Directors must consist of up to four members, three of whom are elected by the shareholders and one of whom is a representative for the employees. Moreover, the employees have the right to appoint an observer to the Board. Members are elected for terms of up to two years. The Chairman and Vice-chairman are elected separately by the annual general meeting for a term of up to two years. The current Chairman is Olaug Svarva and the current Vice-chairman is Gro Bakstad. At the Annual General Meeting in April 2018, Olaug Svarva took over as chair of DNB Bank's Board of Directors, succeeding Anne Carine Tanum, who held this positon for ten years.

Set forth below are details regarding the members of the Bank's Board of Directors:

Name	Current position	Member since	End of current term
Olaug Svarva	Chairman	2018	2020
Gro Bakstad	Vice-chairman	2017	2019
Kim Wahl	Member	2013	2019
Lillian Hattrem	Member employee representative	2016	2020
Eli Solhaug	Observer - employee representative	2016	2020

The business address of the Board of Directors is c/o DNB ASA, Dronning Eufemias gate 30, 0191 Oslo, Norway.

Board committees

The DNB ASA Board of Directors has established an audit committee, a risk management committee and a compensation committee. The DNB Bank Group's operations are within the purview of these committees.

Audit committee

The audit committee assists the Board of Directors of the Bank in fulfilling its supervisory responsibilities by, among other things, monitoring the Bank's financial reporting process, the effectiveness of the internal control and risk management systems established by the Board of Directors of the Bank, the Chief Executive Officer (the "**CEO**") and the Bank's management and the effectiveness of the Bank's internal audit function. The audit committee is further accountable for keeping itself informed as to the statutory audit of the annual and consolidated accounts and

reviewing and monitoring the impartiality and independence of the external auditors and in particular the provision of additional services. In addition, the audit committee is accountable for the guidance and evaluation of the Bank's internal audit function. Members of the audit committee are currently Tore Olaf Rimmereid, Berit Svendsen, Jaan Ivar Semlitsch and Gro Bakstad. The CEO and the Chief Audit Executive are present at meetings with the right to participate in discussions, but without the right to vote. The members of the audit committee are independent of the Bank, the executive management of the.

Risk Management committee

The risk management committee monitors the Bank's internal control and risk management systems, as well as the internal audit, and makes sure that they function effectively. In addition, the committee advises the Board of Directors with respect to the Bank's risk profile, including the Bank's current and future risk appetite and strategy. Advice to the Board of Directors may include strategies for capital and liquidity management, credit risk, market risk, operational risk and risk related to compliance and reputation, as well as other risks within the Bank. The committee assists the Board of Directors with risk monitoring and management within the Bank, which includes reviewing and assessing management's risk reporting. The committee's particular focus is on capitalisation (ICAAP), significant changes in models for calculating risk-adjusted capital and risk-adjusted returns, as well as monitoring of risk limits and strategies. The committee consists of four members elected by the Board of Directors for terms of up to two years. Members of the risk management committee are currently Tore Olaf Rimmereid, Berit Svendsen, Jaan Ivar Semlitsch and Gro Bakstad.

Compensation committee

The compensation committee is responsible for preparing and presenting proposals on compensation issues to the Board of Directors. When preparing such proposals, the compensation committee takes into account the long-term interests of shareholders, investors and other stakeholders in the DNB Group. The duties of the compensation committee include preparing proposals regarding the Bank's compensation policy and underlying instructions and guidelines for compensation of the executive officers to be decided by the annual general meeting of shareholders. Furthermore, the committee prepares proposals regarding the compensation of the CEO, other members of the Bank's management as well as the Chief Audit Executive and, based on the proposal by the CEO, of the Group Compliance Officer and the Head of Group Credit Control. The compensation committee follows up annually, as a minimum, on the application of the Bank's compensation policy and underlying instructions through an independent review by the Group Internal Audit as well as an assessment of the Bank's compensation policy and compensation system with the participation of the appropriate DNB Group control functions. The compensation committee also has the duty to annually monitor, evaluate and report to the Board of Directors of the Bank on programmes of variable compensation for members of the Bank's management as well as on the application of the guidelines for compensation of executive officers. At the request of the Board of Directors, the compensation committee also prepares other issues for the consideration of the Board of Directors. Members of the compensation committee are currently Olaug Svarva, Vigdis Mathisen and Berit Svendsen. The CEO participates in the meetings, without the right to vote. Further, the CEO does not participate in the consideration of his own employment terms and conditions. The members of the compensation committee are independent of the Bank and the executive management of the Bank. All members are independent of the Bank's major shareholders.

Bank Management

Responsibilities and organisation

The Bank's executive management team consists of 13 members. The CEO is appointed at a joint meeting of the Board of Directors and is responsible for the Bank's day-to-day management. Responsibility for the management of the Bank is distributed among the business areas. The table

below sets out the name, current position and year of appointment for each of the members of the executive management team.

Name	Current position	Year of appointment
Rune Bjerke	Chief Executive Officer	2007
Kjerstin Braathen	Chief Financial Officer	2017
Ingjerd Blekeli Spiten	Group executive vice-president Personal Banking	2017
Benedicte Schilbred Fasmer	Group executive vice-president Corporate Banking	2016
Harald Serck-Hanssen	Group executive vice-president Large Corporations and International	2013
Ottar Ertzeid	Group executive vice-president DNB Markets	2003
Håkon Hansen	Group executive vice-president Wealth Management	2018
Solveig Hellebust	Group executive vice-president People & Operations	2009
Alf Otterstad	Group executive vice-president IT	2013
Thomas Midteide	Group executive vice-president Media & Marketing	2013
Rasmus Aage Figenschou	Group executive vice-president New Business	2017
Ida Lerner	Group executive vice-president Risk Management	2017
Mirella Wassiluk	Group executive vice-president Compliance	2017

The business address for each of the members of the executive management team of the Bank is c/o DNB ASA, Dronning Eufemias gate 30, 0191 Oslo, Norway.

The DNB Bank Group is not aware of any potential conflicts of interest between the duties to the DNB Bank Group of each of the persons listed above under the headings "*Board of Directors*", and "*Bank Management*" and his or her private interests or other duties.

Shareholders

The Bank is wholly owned by DNB ASA, a publicly traded company on the Oslo Stock Exchange. The following table sets forth as of 30th September, 2018 the 20 largest shareholders of

DNB ASA, the number of shares held by each shareholder and the percentage of outstanding shares represented by each shareholding:

	Shares in 1,000	Ownership in per cent.
Norwegian Government/Ministry of Trade, Industry and Fisheries	545,485	34.2
DNB Savings Bank Foundation	130,001	8.2
Folketrygdfondet	97,229	6.1
Fidelity International Limited (FIL)	30,615	1.9
BlackRock	30,453	1.9
The Vanguard Group	28,186	1.8
DWS Investment	25,449	1.6
Schroeder Investment	20,198	1.3
Capital World Investors	18,601	1.2
Storebrand Kapitalforvaltning	16,661	1.0
T. Rowe Price	15,839	1.0
KLP	14,469	0.9
DNB Asset Management	13,846	0.9
MFS Investment Management	13,783	0.9
Nordea Funds	13,496	0.8
SAFE Investment Company	12,630	0.8
Davis Selected Advisers	12,424	0.8
Newton Investment Management	12,236	0.8
State Street Global Advisors	12,049	0.8
LSV Asset Management	10,268	0.6
Total largest shareholders	**1,073,915**	**67.4**
Other shareholders	520,437	32.6
Total	**1,594,352**	**100.00**

TAXATION

Prospective purchasers of Notes are advised to consult their tax advisers as to the tax consequences under the tax laws of the country of which they are resident of a purchase of Notes, including, but not limited to, the consequences of receipts of interest and sale or redemption of Notes.

NORWEGIAN TAXATION

Payments of principal and interest on the Notes issued under the Programme to persons who have no connection with Norway other than the holding of such Notes issued by the Issuer are, under present Norwegian law, not subject to Norwegian tax, and may hence be made without any withholding tax or deduction for any Norwegian taxes, duties, assessments or governmental charges.

Capital gains or profits realised on the sale, disposal or redemption of such Notes by persons who have no connection with Norway other than the holding of the Notes are not, under present Norwegian law, subject to Norwegian taxes or duties.

Under present Norwegian law, no Norwegian issue tax or stamp duty is payable in connection with the issues of the Notes.

The Notes will not be subject to any Norwegian estate duties.

Persons (corporate entities as well as natural persons) considered domiciled in Norway for tax purposes will be subject to Norwegian income tax on interest received in respect of the Notes. At the date of this Prospectus, the income tax rate is 22 per cent. Likewise, capital gains or profits realised by such persons on the sale, disposal or redemption of the Notes will be subject to Norwegian taxation.

On 4th May, 2016 the finance committee of the Norwegian Parliament reached agreement that a new tax would be introduced for the added value of financial services (*finansskatt*) from 2017. The new tax was introduced by the Norwegian Parliament on 17th December, 2016 and for the financial year 2018 employers within the finance and insurance business conducting financial activities will be obliged to pay tax of a flat rate of 5 per cent. on their aggregate wage costs. For companies covered by this tax, as the Issuer is, the income tax rate is 25 per cent.

The Norwegian government in October 2015 issued a white paper describing a tax reform for the period 2016 to 2018, which includes introduction of withholding tax on interest payments from Norway. The white paper was discussed in the Norwegian Parliament in May 2016, without any specific decision related to the withholding tax. In the National budget for 2019 the Government announced that the Norwegian Ministry of Finance will publish a proposal for the introduction of withholding tax on interest before year end 2018. The proposal has not yet been published.

IRELAND TAXATION

THE FOLLOWING IS A SUMMARY BASED ON THE LAWS AND PRACTICES CURRENTLY IN FORCE IN IRELAND OF IRISH WITHHOLDING TAX ON INTEREST AND ADDRESSES THE TAX POSITION OF INVESTORS WHO ARE THE ABSOLUTE BENEFICIAL OWNERS OF THE NOTES. PARTICULAR RULES NOT DISCUSSED BELOW MAY APPLY TO CERTAIN CLASSES OF TAXPAYERS HOLDING NOTES, INCLUDING DEALERS IN SECURITIES AND TRUSTS. THE SUMMARY DOES NOT CONSTITUTE TAX OR LEGAL ADVICE AND THE COMMENTS BELOW ARE OF A GENERAL NATURE ONLY AND IT DOES NOT DISCUSS ALL ASPECTS OF IRISH TAXATION THAT MAY BE RELEVANT TO ANY PARTICULAR HOLDER OF NOTES. PROSPECTIVE INVESTORS IN THE NOTES SHOULD CONSULT THEIR PROFESSIONAL ADVISERS ON THE TAX IMPLICATIONS OF THE PURCHASE, HOLDING, REDEMPTION OR SALE OF THE NOTES AND THE RECEIPT OF PAYMENTS THEREON UNDER THE LAWS OF THEIR COUNTRY OF RESIDENCE, CITIZENSHIP OR DOMICILE.

Withholding Tax

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

a) the Issuer is resident in Ireland for tax purposes; or

b) the Issuer has a branch or permanent establishment in Ireland, the assets or income of which is used to fund the payments on the Notes; or

c) the Issuer is not resident in Ireland for tax purposes but the register for the Notes is maintained in Ireland or (if the Notes are in bearer form) the Notes are physically held in Ireland.

It is anticipated that, (i) the Issuer is not and will not be resident in Ireland for tax purposes; (ii) the Issuer will not have a branch or permanent establishment in Ireland; (iii) payments under the Notes will not be derived from Irish sources or assets; and (iv) bearer Notes will not be physically located in Ireland and the Issuer will not maintain a register of any registered Notes in Ireland.

Encashment Tax

Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent.) from interest on any interest dividends or annual payments payable out of or in respect of the stocks, funds, shares or securities including in particular the Notes, issued by a company not resident in Ireland, such as the Issuer, where such interest, dividends or annual payments are collected or realised by a bank or encashment agent in Ireland.

Encashment tax does not apply where the holder of the Notes being the person entitled to interest thereon, is not resident in Ireland and has made a declaration in the prescribed form to the encashment agent or bank.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as "**FATCA**", a foreign financial institution (as defined by FATCA) may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Norway) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published, and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional notes (as described under "Terms and Conditions of the Notes—

Further Issues") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes.

THE PROPOSED FINANCIAL TRANSACTION TAX

On 14th February, 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common financial transaction tax ("**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 financial instruments (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are exempt.

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

However, the FTT proposal remains subject to negotiation between participating Member States. 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 Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

The Dealers have in an Amended and Restated Programme Agreement (the "**Programme Agreement**") dated 28th January, 2019 agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "Form of the Notes" and "Terms and Conditions of the Notes" above. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future updates of the Programme and the issue of Notes under the Programme.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or any other jurisdiction in the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in accordance with Regulation S or pursuant to an exemption from the registration requirements of the Securities Act.

To the extent that any Notes are sold in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not offer, sell or deliver Notes of any Series (i) as part of its general distribution at any time or (ii) until 40 days after the later of the commencement of the offering and the completion of the distribution, as determined by the Issuing and Principal Paying Agent, of all Notes of the Tranche of which such Notes are a part within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will have sent to each dealer to which it sells the Notes during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Until the expiration of the applicable Distribution Compliance Period, an offer or sale of Registered Notes within the United States by any dealer whether or not participating in the offering may violate the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Any resale or other transfer, or attempted resale or other transfer of Notes made other than in compliance with the restrictions set out above and below shall not be recognised by the Issuer or any of its agents. The certificates for the Notes sold in the United States shall bear a legend to this effect.

Bearer Notes

Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and U.S. Treasury Regulations promulgated thereunder.

Registered Notes

Offers, sales, resales and other transfers of Registered Notes in the United States made or approved by a Dealer (including offers, resales or other transfers made or approved by a Dealer in connection with secondary trading) shall be effected pursuant to an exemption from the registration requirements of the Securities Act.

Offers, sales, resales and other transfers of Registered Notes made in the United States may be made only to (a) "accredited investors" that are institutions that such Dealer has taken all reasonable steps to verify are "**accredited investors**" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) ("**Institutional Accredited Investors**") who have executed and provided to the relevant Dealer the IAI Investment Letter (as defined below) addressed to the Issuer, the Registrar

and the relevant Dealer(s) substantially in the form attached to the Agency Agreement in a private placement transaction exempt from the registration requirements of the Securities Act pursuant to section 4(a)(2) thereof or (b) to institutional investors that are reasonably believed to qualify as qualified institutional buyers (as defined in Rule 144A) (each such institutional investor being hereinafter referred to as a "**qualified institutional buyer**" or "**QIB**") in a transaction otherwise meeting the requirements of Rule 144A.

Registered Notes will be offered in the United States only by approaching prospective purchasers on an individual basis. No general solicitation or general advertising (as such terms are used in Rule 502 under the Securities Act) will be used in connection with the offering of the Notes in the United States and no directed selling efforts (as defined in Regulation S) shall be used in connection with the offering of the Notes outside of the United States.

No sale of Registered Notes in the United States to any one purchaser will be for less than U.S.$100,000 (or its foreign currency equivalent) principal amount or, in the case of sales to Institutional Accredited Investors, U.S.$500,000 (or its foreign currency equivalent) principal amount and no Registered Note will be issued in connection with such a sale in a smaller principal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S.$100,000 (or its foreign currency equivalent) or, in the case of sales to Institutional Accredited Investors, U.S.$500,000 (or its foreign currency equivalent) principal amount of Registered Notes.

Each Note representing Notes initially offered and sold in the United States shall contain a legend in substantially the following form:

"THE SECURITY EVIDENCED HEREBY (THE "**SECURITY**") HAS NOT BEEN REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER APPLICABLE US STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT (1) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS OR (2) IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) (AN "**INSTITUTIONAL ACCREDITED INVESTOR**"); (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND, PRIOR TO THE EXPIRATION OF THE APPLICABLE REQUIRED HOLDING PERIOD DETERMINED PURSUANT TO RULE 144 UNDER THE SECURITIES ACT FROM THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND."

Each Reg S. Note shall contain a legend substantially in the following form:

"THE SECURITY EVIDENCED HEREBY (THE "**SECURITY**") HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER APPLICABLE US STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO US PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT."

The legend endorsed on each Note shall be removed, in the case of the Reg. S Global Note, after expiry of the Distribution Compliance Period applicable thereto and, in the case of the Restricted Global Note, after expiry of the applicable required holding period determined pursuant to Rule 144 under the Securities Act from the later of the date of original issue and the date on which the Issuer or any affiliate of the Issuer was the owner of such Note (or any predecessor thereto).

By its purchase of any Notes, each investor in the United States shall be deemed to have agreed to the restrictions contained in any legend endorsed on the Note purchased by it (to the extent still applicable) and each such purchaser shall be deemed to have represented to the Issuer, the seller and the Dealer, if applicable, that it is either (i) a QIB or (ii) an Institutional Accredited Investor that is acquiring the Notes for its own account for investment and not with a view to the distribution thereof. Each investor (other than an investor in Reg. S Notes following expiry of the applicable Distribution Compliance Period), by its purchase of any Notes, also agrees to deliver to the transferee of any Note a notice substantially to the effect of the above legend.

Each prospective investor in the United States is hereby offered the opportunity to ask questions of, and receive answers from, the Issuer and the Dealers concerning the terms and conditions of the offering.

Pursuant to the Dealer Agreement, the Issuer has agreed to indemnify the Dealers against, or to contribute to losses arising out of, certain liabilities, including liabilities under the Securities Act, in respect of Notes.

In connection with its purchase of Registered Notes, each Institutional Accredited Investor shall deliver to the Issuer and the relevant Dealer(s) a letter (the "**IAI Investment Letter**") stating, among other things, that:

(a) it has received a copy of this Base Prospectus and such other information as it deems necessary in order to make its investment decision;

(b) it understands that any subsequent transfer of the Notes is subject to certain restrictions and conditions set forth in this Base Prospectus and the Notes and that it agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes except in compliance with, such restrictions and conditions and the Securities Act and any applicable state securities laws;

(c) it understands that the Notes have not been and will not be registered under the Securities Act, it is acquiring the Notes in a private placements transaction pursuant to Section 4(a)(2) of the Securities Act, and that the Notes may not be offered or sold except as permitted in the following sentence. It will agree, on its own behalf and on behalf of any account for which it is purchasing the Notes, and each subsequent holder of the Notes by its acceptance thereof will agree, not to offer, sell or otherwise

transfer such Notes except (A)(i) to the Issuer or a Dealer (as defined in this Base Prospectus), (ii) to a person whom the seller reasonably believes is a QIB that purchases for its own account or for the account of a QIB or QIBs, in a transaction meeting the requirements of Rule 144A, (iii) in an offshore transaction meeting the requirements of Rule 903 or 904 of Regulation S under the Securities Act or (iv) pursuant to an exemption from registration under the Securities Act provided by Rule 144 under the Securities Act (if available) (resales described in subclauses (i) through (iv) of this clause (A), "**Safe Harbor Resales**"), or (B) pursuant to any other available exemption from the registration requirements under the Securities Act (provided that as a condition to the registration of transfer of any Notes otherwise than in a Safe Harbour Resale the Issuer and the Registrar will require delivery of such other documents or other evidence (including but not limited to an opinion of U.S. counsel) that the Issuer, in its sole discretion, may deem necessary or appropriate to evidence compliance with such exemption), or (C) pursuant to an effective registration statement under the Securities Act, and in each of such cases in accordance with any applicable securities laws of any state of the United States;

(d) it understands that, on any proposed resale of any Notes, it will be required to furnish to the Issuer such certifications, legal opinions, and other information as the Issuer may reasonably require to confirm that the proposed sale complies with the foregoing restrictions. It further understands that the Notes purchased by it will bear a legend to the foregoing effect;

(e) in the normal course of business, it invests in or purchases securities similar to the Notes. It is an Accredited Investor that is an institution within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Notes, and it and any accounts for which it is acting are each able to bear the economic risk of its or any such accounts' investment;

(f) it is acquiring the Notes purchased by it for its own account or for one or more accounts (each of which is an Institutional Accredited Investor) as to each of which it exercises sole investment discretion and not with a view to any distribution of the Notes, subject, nevertheless, to the understanding that the disposition of its property shall at all times be and remain within its control; and

(g) it acknowledges that the Issuer and the Dealers and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and it agrees that, if any such acknowledgments, representations or warranties made pursuant hereto are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Notes as a fiduciary or agent for one or more accounts, it represents that it has sole investment discretion with respect to such account and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such account.

Each prospective purchaser of Notes offered in the United States or who is a U.S. person, by accepting delivery of this Base Prospectus, will be deemed to have represented and agreed as follows:

(a) such offeree acknowledges that this Base Prospectus is personal to such offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire Notes other than pursuant to Rule 144A or Section 4(a)(2) of the Securities Act or in offshore transactions in accordance with Regulation S. Distribution of this Base Prospectus, or disclosure of any of its contents to any person other than such offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorised, and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited; and

(b) such offeree agrees to make no photocopies of this Base Prospectus or any documents referred to herein.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms (or Pricing Supplement, as the case may be) 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 (or Pricing Supplement, as the case may be) in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

(a) the expression “**retail investor”** means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II”**); or

(ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the “**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; or

(iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the “**Prospectus Directive”**); and

(b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

If the Final Terms (or Pricing Supplement, as the case may be) in respect of any Notes specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended or superseded), and includes any relevant implementing measure in the Relevant Member State.

United Kingdom

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

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (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 would not, if the Issuer was not an authorised person, apply to the Issuer; and

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

Norway

Notes shall be registered in VPS unless (i) the Notes are denominated in NOK, issued outside of Norway and reserved for and only sold and offered to non-Norwegian residents and entities, or (ii) the Notes are denominated in a currency other than NOK and issued outside 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 Base Prospectus has been filed with the Norwegian FSA, it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Norway or to residents 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 Sections 10-2 to 10-5 cf. Section 7-1 in the Norwegian Securities Trading Regulation of 29 June 2007 No. 876;

(c) to, when aggregated with such offer or sale of any Notes in the same offering by any other Dealer, fewer than 150 natural or legal persons (other than "professional investors" as defined in Sections 10-2 to 10-5 cf. Section 7-1 in the Norwegian Securities Trading Regulation of 29 June 2007 No. 876), subject to obtaining the prior consent of the relevant Dealer or Dealers for any such offer;

(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.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**") and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for

the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Final Terms (or Pricing Supplement, as the case may be), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a "**Belgian Consumer**") and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

General

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

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

GENERAL INFORMATION

Authorisation

The establishment and the subsequent updates of the Programme and the issue of Notes have been duly authorised by a resolution of the joint meeting of the Board of Directors and the Committee of Representatives of the Issuer dated 31st October, 1996, and resolutions of the Board of Directors of the Issuer dated 15th January, 1998, 13th January, 1999, 28th April, 2000, 29th April, 2000, 18th January, 2001, 17th January, 2002, 15th January, 2003, 9th March, 2004, 20th January, 2005, 10th January, 2006, 9th August, 2006, 30th January, 2007, 16th January, 2008, 9th December, 2008, 8th December, 2009, 9th December, 2010, 7th December, 2011, 12th December, 2012, 11th December, 2013, 10th December, 2014, 9th December, 2015, 23rd November, 2016, 6th December, 2017 and 12th December, 2018.

Listing and Admission to Trading

Application has been made to Euronext Dublin for Notes issued under the Programme (other than Exempt Notes and Swiss Domestic Notes) within the period of 12 months from the date of this Base Prospectus to be admitted to trading on the Main Securities Market and to be listed on the Official List. The Main Securities Market is a regulated market for the purposes of MiFID II.

Application has been made to the SIX Swiss Exchange for the approval of this Base Prospectus. An application may be made to the SIX Swiss Exchange for Notes issued under the Programme to be listed on the SIX Swiss Exchange.

Documents Available

For so long as Notes are admitted to trading on Euronext Dublin, physical copies of the following documents will be available for inspection at the registered office of the Issuer and from the specified offices of the Paying Agents for the time being in London and Luxembourg:

(i) the constitutional documents (with an English translation thereof) of the Issuer;

(ii) the Trust Deed (including provisions relating to the appointment, retirement and removal of the Trustee), the Agency Agreement, the Issuer-ICSDs Agreement, the forms of the Temporary Bearer Global Note, the Permanent Bearer Global Note, the Reg. S Global Note, the Restricted Global Note, the Swiss Global Note, the definitive Bearer and Registered Notes, the Coupons and the Talons;

(iii) the audited consolidated and non-consolidated annual financial statements of the Issuer for each of the financial years ended 31st December, 2016 and 31st December, 2017 together with the auditors' reports prepared in connection therewith;

(iv) the unaudited consolidated and non-consolidated interim financial statements of the Issuer as at, and for the period ended, 30th September, 2018;

(v) the most recently published audited annual financial statements of the Issuer and the most recently published unaudited interim financial statements (if any) of the Issuer, in each case together with any audit or review reports prepared in connection therewith; and

(vi) this Base Prospectus, any supplement to this Base Prospectus, each document incorporated by reference in this Base Prospectus from time to time and each Final Terms and each Pricing Supplement (save that Pricing Supplements relating to Exempt Notes will only be available for inspection by a holder of such Notes and such holder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of Notes and identity).

In addition, a copy of this Base Prospectus, any supplement to this Base Prospectus and each Final Terms relating to Notes which are admitted to trading on the Main Securities Market will also be available on the website of Euronext Dublin (www.ise.ie).

Clearing Systems

The Notes have been accepted for clearance through Euroclear, Clearstream, Luxembourg and SIS. The appropriate Common Code, ISIN and Swiss Security Number (as appropriate) for each Tranche of Bearer Notes allocated by Euroclear, Clearstream, Luxembourg and SIS will be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. In addition, the Issuer may make an application for any Registered Notes to be accepted for trading in book-entry form by DTC. The CUSIP number for each Tranche of Registered Notes, together with the relevant ISIN and common code, will be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. If the Notes are to clear through an additional or alternative clearing system (including the VPS), the appropriate information will be specified in the applicable Final Terms or, as the case may be, the applicable Pricing Supplement. Euroclear, Clearstream, Luxembourg, DTC, SIS and the VPS are the entities in charge of keeping the records.

The address of Euroclear is 3 Boulevard du Roi Albert III, B.1210 Brussels, Belgium; the address of Clearstream, Luxembourg is 42 Avenue J. F. Kennedy, L-1855 Luxembourg; the address of DTC is 55 Water Street, New York, NY 10041–0099, USA; the address of SIS is SIX SIS Ltd, Baslerstrasse 100, CH-4600 Olten, Switzerland; and the address of the VPS is Fred. Olsens gate 1, Po. Box 1174 Sentrum, 0107 Oslo.

Conditions for Determining Price

The issue price and amount of the Notes of any Tranche to be issued will be determined at the time of the offering of such Tranche in accordance with prevailing market conditions.

Material Change

There has been no material adverse change in the prospects of the Issuer since 31st December, 2017, and there has been no significant change in the financial position of the Issuer or the DNB Bank Group since 30th September, 2018.

Litigation

Save as disclosed in "*Description of the Issuer and the DNB Bank Group—Litigation*", neither the Issuer nor any member of the DNB Bank Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Prospectus which may have, or have in such period had, a significant effect on the financial position or profitability of the Issuer or the DNB Bank Group.

Independent Auditors

Ernst & Young AS ("**Ernst & Young**") of Dronning Eufemias gate 6, P.O. Box 20, NO-0051 Oslo, Norway, audited the financial statements of the Issuer in respect of the financial years ended 31st December, 2016 and 31st December, 2017 without qualification. Ernst & Young is a member of the Norwegian Institute of Public Accountants.

Certificates

The Trust Deed provides that the Trustee may rely on any certificate or report from an expert or any other person in accordance with the provisions of the Trust Deed whether or not any such certificate or report or any engagement letter or other document entered into by the Trustee in connection therewith contains any limit on the liability of such expert or such other person.

Language of this Base Prospectus

The language of this Base 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.

Yield

In relation to any Tranche of Fixed Rate Notes or Reset Notes (other than Fixed Rate Notes or Reset Notes which are Exempt Notes), an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price and (in the case of Reset Notes) on the basis of the rate of interest as at the Issue Date of the Notes. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

Post-issuance Information

The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes constituting derivative securities (as such term is defined in the Prospectus Regulation).

Dealers Transacting with the Issuer

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

Irish Listing Agent

The Irish Listing Agent is Arthur Cox Listing Services Limited and the address of its registered office is Arthur Cox Building, Earlsfort Terrace, Dublin 2, Ireland. Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to the Official List or to trading on the Main Securities Market of Euronext Dublin.

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Printed by Allen & Overy LLP
ICM:31408255.11