

Program Information

Credit Suisse International

PROGRAM INFORMATION

Type of Information:	Program Information
Date of Announcement:	20 September 2016
Issuer Name:	Credit Suisse International
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Type of Securities:	Notes (the " Notes ")
Scheduled Issuance Period:	21 September 2016 to 20 August 2017
Maximum Outstanding Issuance Amount:	Unlimited
Address of Website for Announcement:	http://www.jpx.co.jp/english/equities/products/tpbm/announcement/index.html
Name of the Main Dealers that are Expected to Subscribe for the Notes to be Drawn-Down from this Program:	Credit Suisse Securities (Japan) Limited Credit Suisse Securities (Europe) Limited
Status of Submission of Annual Securities Reports or Issuer Filing Information:	None

Notes to Investors:

1. TOKYO PRO-BOND Market is a market for professional investors, etc. (*Tokutei Tōshika tou*) as defined in Article 2, Paragraph 3, Item 2(b)(2) of the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**") (the "**Professional Investors, Etc.**"). Notes listed on the market ("**Listed Notes**") may involve high investment risk. Investors should be aware of the listing eligibility and timely disclosure requirements that apply to issuers of Listed Notes on the TOKYO PRO-BOND Market and associated risks such as the fluctuation of market prices and shall bear responsibility for their investments. Prospective investors should make investment decisions after having carefully considered the contents of this Program Information.
2. The regulatory framework for the TOKYO PRO-BOND Market is different in fundamental aspects from the regulatory framework applicable to other exchange markets in Japan. Investors should be

aware of the rules and regulations of the TOKYO PRO-BOND Market, which are available on Japan Exchange Group, Inc. website.

3. Tokyo Stock Exchange, Inc. ("**Tokyo Stock Exchange**") does not express opinions or issue guarantees, etc. regarding the content of this Program Information (including but not limited to, whether this Program Information (a) contains a false statement or (b) lacks information on: (i) important matters that should be announced or (ii) a material fact that is necessary to avoid misleading content) and shall not be liable for any damage or loss.
4. This Program Information consisting of this cover page, the Listing Supplement dated 2 October 2015 in respect of Credit Suisse International Debt Issuance Programme (Unlimited Program Size) (as supplemented from time to time) and the Supplement to Listing Supplement dated 20 September 2016 (excluding Program Information concerning securities enumerated in each item of Article 3 of the FIEA) includes information regarding necessary matters pursuant to Rule 206, Paragraph 2 of the Special Regulations of Securities Listing Regulations Concerning Specified Listed Securities (hereinafter referred to as the "**Special Regulations**") as information prescribed in Article 2, Paragraph 1, Item 1 of the Cabinet Office Ordinance on Provision and Publication of Information on Securities, etc. Accordingly, this Program Information shall constitute Specified Securities Information stipulated in Article 27-31, Paragraph 1 of the FIEA.
5. All prospective investors who intend to purchase the Notes listed or to be listed on the TOKYO PRO-BOND Market should be aware that when they offer to purchase the Notes, they shall be required to (i) enter into and agree the terms of a transfer restriction agreement with the Issuer and/or the person making a solicitation, or (ii) (in the case of a solicitation of an offer to acquire the Notes to be newly issued) agree to comply with the terms of a transfer restriction. The terms of such transfer restriction agreement or transfer restriction provide that prospective investors agree not to sell, transfer or otherwise dispose of the Notes to be held by them to any person other than the Professional Investors, Etc., except for the transfer of the Notes to the following:
 - (a) the Issuer or the Officer (meaning directors, company auditors, executive officers or persons equivalent thereto) thereof who holds shares or equity pertaining to voting rights exceeding 50% of all the voting rights in the Issuer which is calculated by excluding treasury shares or any non-voting rights shares (the "**Voting Rights Held by All the Shareholders, Etc.**" (*Sou Kabunushi Tou no Giketsuken*)) (as prescribed in Article 29-4, Paragraph 2 of the FIEA) of the Issuer under his/her own name or another person's name (the "**Specified Officer**" (*Tokutei Yakuin*)), or a juridical person (excluding the Issuer) whose shares or equity pertaining to voting rights exceeding 50% of the Voting Rights Held by All the Shareholders, Etc., are held by the Specified Officer (the "**Controlled Juridical Person, Etc.**" (*Hi-Shihai Houjin Tou*)) including a juridical person (excluding the Issuer) whose shares or equity pertaining to voting rights exceeding 50% of the Voting Rights Held by All the Shareholders, Etc. are jointly held by the Specified Officer and the Controlled Juridical Person, Etc. (as prescribed in Article 11-2, Paragraph 1, Item 2 (c) of the Cabinet Office Ordinance on Definitions under Article 2 of the Financial Instruments and Exchange Act (MOF Ordinance No. 14 of 1993, as amended)); or
 - (b) a company that holds shares or equity pertaining to voting rights exceeding 50% of the Voting Rights Held by All the Shareholders, Etc. of the Issuer in its own name or another person's name.
6. When (i) a solicitation of an offer to acquire the Notes listed on the TOKYO PRO-BOND Market or (ii) an offer to sell or a solicitation of an offer to purchase the Notes listed on the TOKYO PRO-BOND Market (collectively, "**Solicitation of the Note Trade**") is made, the following matters shall be notified from the person who makes such Solicitation of the Note Trade to the person to whom such Solicitation of the Note Trade is made:
 - (a) no securities registration statement (pursuant to Article 4, Paragraphs 1 through 3 of the FIEA) has been filed with respect to the Solicitation of the Note Trade;
 - (b) the Notes fall, or will fall, under the Securities for Professional Investors (*Tokutei Toushika Muke Yukashoken*) (as defined in Article 4, Paragraph 3 of the FIEA);
 - (c) any acquisition or purchase of the Notes by such person pursuant to any Solicitation of the

Note Trade is conditional upon such person (i) entering into an agreement providing for the restriction on transfer of the Notes as set forth in note 5 above, (x) with each of the Issuer and the person making such Solicitation of the Note Trade (in the case of a solicitation of an offer to acquire the Notes to be newly issued), or (y) with the person making such Solicitation of the Note Trade (in the case of an offer to sell or a solicitation of an offer to purchase the Notes already issued), or (ii) agreeing to comply with the restriction on transfer of the Notes as set forth in note 5 above (in the case of a solicitation of an offer to acquire the Notes to be newly issued);

- (d) Article 4, Paragraphs 3, 5 and 6 of the FIEA will be applicable to such certain solicitation, offers and other activities with respect to the Notes as provided in Article 4, Paragraph 2 of the FIEA;
 - (e) the Specified Securities Information, Etc. (*Tokutei Shouken Tou Jouhou*) (as defined in Article 27-33 of the FIEA) with respect to the Notes and the Issuer Information, Etc. (*Hakkosha Tou Jouhou*) (as defined in Article 27-34 of the FIEA) with respect to the Issuer have been or will be made available for the Professional Investors, Etc. by way of such information being posted on the website maintained by the TOKYO PRO-BOND Market (<http://www.jpx.co.jp/english/equities/products/tpbm/index.html> or any successor website), in accordance with Rules 210 and 217 of the Special Regulations; and
 - (f) the Issuer Information, Etc. will be provided to the holders of the Notes or made public pursuant to Article 27-32 of the FIEA.
7. In respect of this Program, a rating was assigned on 29 August 2016 from Rating and Investment Information, Inc., which is a credit rating firm registered under Article 66-27 of the FIEA.
8. Although this Program contemplates issuance of various types and products of the Notes as set out in "OVERVIEW OF THE PROGRAMME – Terms and Conditions" of the Listing Supplement, the Notes which are classified as Reverse Convertible Securities (as specified in Annex 2 to the Listing Supplement) and Index Securities and Index Basket Securities (as specified in Annex 3 to the Listing Supplement) shall not be listed on the TOKYO PRO-BOND Market.



Credit Suisse International

Debt Issuance Programme
(Unlimited Program Size)

This Listing Supplement

Under the Programme described in this Listing Supplement (the "**Listing Supplement**"), Credit Suisse International ("**CSi**" or the "**Issuer**"), may issue Securities (the "**Securities**" and each, a "**Security**") on the terms set out herein and in the relevant Pricing Supplement. This Listing Supplement contains information relating to the Issuer and the Securities. It should be read together with (i) any supplements to it from time to time, (ii) any other documents incorporated by reference into it (see "Documents Incorporated by Reference" below) and (iii) in relation to any particular Securities, the Pricing Supplement relating to those Securities.

The Programme

This Listing Supplement is one of a number of offering documents under the debt issuance programme established on 10 August 2006 for the issuance of Securities (the "**Programme**") of CSi.

Listing

Application has been made for the Programme to be listed on the TOKYO PRO-BOND Market.

Pricing Supplement

A separate "Pricing Supplement" document will be prepared for each issuance of Securities and will set out the specific details of the Securities. For example, the relevant Pricing Supplement will specify the issue date, the maturity date, the underlying asset(s) to which the Securities are linked (if any) and/or the applicable Product Supplement. The relevant Pricing Supplement may replace or modify the General Terms and Conditions of the Securities and the relevant Product Supplement to the extent so specified or to the extent inconsistent with the same.

In relation to any particular Series of Securities, this Listing Supplement (including Annexes thereto, any amendments and supplements thereto from time to time, and any other documents incorporated by reference) and the relevant Pricing Supplement will constitute the whole or part of the offering documents for such particular Series of Securities. Each Series of the Securities will be issued pursuant to the Programme on the terms set out herein and in the relevant Pricing Supplement, the offering or solicitation of which will be made based on, *inter alia*, the information contained in this Listing Supplement and the relevant Pricing Supplement. Therefore, you should read this Listing Supplement (including Annexes thereto and the documents which are incorporated by reference) together with the relevant Pricing Supplement.

Potential for Discretionary Determinations by the Issuer under the Securities

Under the terms and conditions of the Securities, following the occurrence of certain events outside of its control, the Issuer may determine in its discretion to take one or more of the actions available to it in order to deal with the impact of such event on the Securities or the Issuer or both. It is possible that any such discretionary determinations by the Issuer could have a material adverse impact on the value of the Securities. An overview of the potential for discretionary determinations by the Issuer under the Securities is set forth in the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" on pages 31 to 34 of this Listing Supplement.

Risk Factors

Investing in the Securities involves certain risks, including that you may lose some or all of your investment in certain circumstances.

Before purchasing Securities, you should consider, in particular, the information in the section headed "Risk Factors" at pages 9 to 29 in this Listing Supplement. You should ensure that you understand the nature of the Securities and the extent of your exposure to risks and consider carefully, in the light of your own financial circumstances, financial condition and investment objectives, all the information set forth in this Listing Supplement and any documents incorporated by reference herein.

No Investment Advice

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Listing Supplement. The Issuer is acting solely in the capacity of an arm's length contractual counterparty and not as an investor's financial adviser or fiduciary in any transaction. The purchase of Securities involves substantial risks and an investment in Securities is only suitable for investors who (either alone or in conjunction with an appropriate financial adviser) fully evaluate the risks and merits of such an investment in the Securities and who have sufficient resources to be able to bear any losses that may result therefrom. Therefore, before making an investment decision, prospective investors of Securities should ensure that they understand the nature of the Securities and the extent of their exposure to risks and consider carefully, in the light of their own financial circumstances, financial condition and investment objectives, all the information set forth in this Listing Supplement and any documents incorporated by reference herein. This Listing Supplement cannot disclose whether the Securities are a suitable investment in relation to any investor's particular circumstances; therefore investors should consult their own financial, tax, legal or other advisers if they consider it appropriate to do so and carefully review and consider such an investment decision in the light of the information set forth in this Listing Supplement.

No consent to use this Listing Supplement

The Issuer does not consent to the use of this Listing Supplement (or any supplement thereto or any Pricing Supplement) by any financial intermediary or any other person for the purpose of making a public offering of the Securities anywhere, and the Issuer accepts no responsibility for the content of this Listing Supplement to any person with respect to the making of a public offering of the Securities by any financial intermediary or other person or for the actions of such financial intermediary or other person making such offer.

No other person is authorised to give information on the Securities

In connection with the issue and sale of the Securities, no person is authorised by the Issuer to give any information or to make any representation not contained in the Listing Supplement and/or the relevant Pricing Supplement, and the Issuer does not accept responsibility for any information or representation so given that is not contained within the Listing Supplement and the relevant Pricing Supplement. Neither the Listing Supplement nor any relevant Pricing Supplement may be used for the purposes of an offer or solicitation by anyone, in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Securities or the distribution of the Listing Supplement or any relevant Pricing Supplement in any jurisdiction where any such action is required except as specified herein.

The distribution of this Listing Supplement is restricted

The distribution of this Listing Supplement and the offering or sale of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, such restrictions. For a description of certain restrictions on offers or sales of the Securities and the distribution of this document and other offering materials relating to the Securities, please refer to the section headed "Selling Restrictions".

Information only current as at today's date

The delivery of this document at any time does not imply that any information contained herein is correct at any time subsequent to the date hereof.

No post-issuance information

The Issuer will not be providing any post-issuance information in relation to the Securities.

Supplements

The Issuer may from time to time publish supplement(s) to this Listing Supplement.

United States restrictions

The Securities have not been and will not be registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act and applicable state securities laws. A further description of the restrictions on offers and sales of the Securities in the United States or to U.S. persons is set out below under "Selling Restrictions".

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OVERVIEW OF THE PROGRAMME

This overview must be read as an introduction to this Listing Supplement and any decision to invest in the Securities should be based on a consideration of the Listing Supplement as a whole, including the documents incorporated by reference.

Description of CREDIT SUISSE INTERNATIONAL ("CSI")

CSI is an unlimited company incorporated in England and Wales on 9 May 1990. CSI is an English bank regulated as an EU credit institution by the Financial Conduct Authority and the Prudential Regulation Authority. Its registered office and principal place of business is at One Cabot Square, London E14 4QJ.

Securities

Securities entitle the holder to payment on the Maturity Date of the Final Redemption Amount (or delivery on the Share Delivery Date of the Share Amount and payment on the Maturity Date of the Fractional Cash Amount, as applicable). The Final Redemption Amount payable on the Maturity Date (or deliverable on the Share Delivery Date, as applicable) may either be the outstanding principal amount (or a specified percentage thereof) or may be linked to one or more Underlying Assets (as described below). The specified denomination and the Maturity Date will be specified in the relevant Pricing Supplement.

Unless redeemed by instalments (if so specified in the relevant Pricing Supplement) the Securities will be redeemed on the Maturity Date specified in the relevant Pricing Supplement. If so specified in the relevant Pricing Supplement, there may also be interim payments and/or mandatory early redemption and/or redemption at the option of the Issuer and/or the holders. Otherwise, Securities may only be redeemed before the Maturity Date for reasons of default by the Issuer or the illegality of the Issuer's payment obligations or hedging arrangements or following certain events affecting the Underlying Assets.

The Securities may bear interest and/or premium at a fixed rate or at different fixed rates for different periods or may bear interest at one or more fixed rates followed by a period in which they bear a floating rate of interest or may bear a floating rate of interest throughout the term of the Securities. Alternatively, they may bear no interest and/or premium. In the case of floating rate interest, the rate will be reset periodically by reference to a reference rate specified in the relevant Pricing Supplement and may be at such rates or at a margin above or below such rates and may be subject to one or more maximum and/or minimum rates of interest and/or premium, all as specified in the relevant Pricing Supplement. The Securities may also bear interest that is linked to one or more Underlying Assets.

Terms and Conditions

The terms and conditions of each issuance of Securities will comprise:

- (a) the "General Terms and Conditions of Securities" set out in Annex 1 (*Programme Memorandum*) of this Listing Supplement;
- (b) where the Securities are linked to one or more Underlying Assets, the terms and conditions relating to such underlying asset(s) set out in Annex 2 (*Product Supplement 1*) and Annex 3 (*Product Supplement 2*) of this Listing Supplement which are specified to be applicable in the relevant Pricing Supplement; and
- (c) the issue specific details relating to such Securities as set forth in the relevant Pricing Supplement.

Status of Securities

The Securities are unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* and rateably without preference among themselves and equally with all other unsubordinated and unsecured obligations of the Issuer from time to time outstanding (other than obligations preferred by mandatory operation of law).

Underlying Assets

The amount payable in respect of Securities may be linked to the performance of one or more shares (which may include depository receipts), equity indices, exchange-traded funds, and/or other variables ("**Underlying Assets**").

Adjustments

The terms and conditions of the Securities contain provisions dealing with non-business days, non-scheduled trading days, disruption events, adjustment events, extraordinary events and other events affecting the Issuer's hedging arrangements or the Underlying Asset(s) which may affect the timing and calculation of payments and may result in the Securities being redeemed prior to their scheduled maturity and/or adjustments being made to the Securities.

Governing Law

The Securities will be governed by English law.

Selling Restrictions

Certain restrictions apply to offers, sales or transfers of the Securities in various jurisdictions. No offers, sales or deliveries of the Securities, or distribution of any offering material relating to the Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations.

Listing

Securities issued under the Programme may be listed on TOKYO PRO-BOND Market but not on any other market or competent authority, in compliance with applicable laws, rules and regulations.

Offer to the Public

Securities issued under the Programme may not be offered to the public.

Clearing Arrangements

The Securities may be cleared through Euroclear Bank S.A./N.V. and Clearstream Banking, *société anonyme* in accordance with the rules and procedures of such clearing system.

Key risks relating to the Issuer

Securities are general unsecured obligations of the Issuer. Securityholders are exposed to the risk that an Issuer could become insolvent and fail to make the payments owing by it under the Securities.

The Issuer is exposed to a variety of risks that could adversely affect its operations and/or financial condition, including liquidity risk, market risk, credit risk, risks from estimates and valuations, risks relating to off-balance sheet entities, cross-border and currency exchange risk, operational risk, risk management, legal and regulatory risks, competition risks, risks relating to strategy, country risk, conduct risk, reputational risk and the risks of regulatory action in the event that it is failing or the UK resolution authority considers that it is likely to fail.

The general risk management policy of the Issuer is consistent with equivalent functions of other Credit Suisse Group AG (the "**Group**") entities. The Issuer believes that it has effective procedures for assessing and managing risks associated with its business activities. However, the Issuer cannot completely predict all market and other developments and the Issuer's risk management cannot fully protect against all types of risk.

Key risks relating to the Securities

Investors may lose some or all of their investment if one or more of the following occurs: (a) the Securities do not provide for scheduled repayment in full of the issue or purchase price at maturity or upon mandatory early redemption or optional early redemption of the Securities, (b) the Issuer fails and is unable to make payments owing under the Securities, (c) any adjustments are made to the terms and conditions of the Securities following certain events affecting the Issuer's hedging arrangements or the underlying asset(s), that result in the amount payable or shares delivered being reduced, or (d) investors sell their Securities prior to maturity in the secondary market at an amount that is less than the initial purchase price.

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Listing Supplement. The Issuer is acting solely in the capacity of an arm's length contractual counterparty and not as an investor's financial adviser or fiduciary in any transaction. The purchase of Securities involves substantial risks and an investment in Securities is only suitable for investors who (either alone or in conjunction with an appropriate financial adviser) fully evaluate the risks and merits of such an investment in the Securities and who have sufficient resources to be

able to bear any losses that may result therefrom. Therefore, before making an investment decision, prospective investors of Securities should ensure that they understand the nature of the Securities and the extent of their exposure to risks and consider carefully, in the light of their own financial circumstances, financial condition and investment objectives, all the information set forth in this Listing Supplement and any documents incorporated by reference herein. This Listing Supplement cannot disclose whether the Securities are a suitable investment in relation to any investor's particular circumstances; therefore investors may wish to consult their own financial, tax, legal or other advisers as they consider appropriate and carefully review and consider such an investment decision in the light of the information set forth in this Listing Supplement.

A secondary market for the Securities may not develop and, if one does develop, it may not provide the holders of the Securities with liquidity and may not continue for the life of the Securities. The Issuer may, but is not obliged to, purchase the Securities at any time at any price, and may hold, resell or cancel them. The market for the Securities may be limited. The only way in which a holder can realise value from a Security prior to its maturity is to sell it at its then market price in the market. The price in the market for a Security may be less than its issue price even though the value of any Underlying Asset may not have changed since the issue date. Further, the price at which a holder sells its Securities in the market may reflect a commission or a dealer discount, which would further reduce the proceeds it would receive for its Securities. Accordingly, Securities are only suitable for investors who are prepared to hold Securities for an indefinite period of time or until redemption or expiry of the Securities.

Where amounts payable under Securities are linked to one or more Underlying Assets, an investment in the Securities is not the same as an investment in the Underlying Asset(s) or an investment directly linked to the Underlying Asset(s), and an investor may be worse off as a result. For example:

- the Underlying Asset(s) will not be held by the Issuer for the benefit of investors, and investors will have no rights of ownership, including, without limitation, any voting rights, any rights to receive dividends or other distributions or any other rights with respect to any Underlying Asset;
- if the Securities are subject to a cap, an investor will not participate in any change in the value of the Underlying Asset(s) over and beyond the price, level, rate or other applicable value needed to reach the cap; and
- if the upside participation rate of the Securities is less than 100 per cent. and at maturity the final level, price, rate or other applicable value of the Underlying Asset(s) exceeds the initial level, price, rate or other applicable value, an investor's return may be significantly less than if the holder had purchased the Underlying Asset(s) directly (or otherwise obtained a direct exposure).

The past performance of an Underlying Asset should not be relied upon as a reliable guide as to its future performance. The level, price, rate or other applicable value of an Underlying Asset may go down as well as up throughout the term of the Securities, and such movement may have a negative impact on the value of the Securities.

Before purchasing Securities, investors should ensure that they understand the unique nature, characteristics and risks of the Underlying Asset(s), and how the value of the Securities could be affected by the performance of the Underlying Asset(s).

If an Underlying Asset is located in or exposed to one or more emerging market countries, there may be additional event, political, economic, credit, currency, market, regulatory/legal, settlement and clearing risks.

Investors may be exposed to currency risks because (a) the Underlying Asset(s) may be denominated or priced in currencies other than the currency in which the Securities are denominated, or (b) the Securities and/or the Underlying Asset(s) may be denominated in currencies other than the currency of the country in which the investor is resident. The value of the Securities may therefore increase or decrease as a result of fluctuations in those currencies.

In certain circumstances, the Issuer may make adjustments to the terms of the Securities (including substituting an Underlying Asset) or redeem or cancel them at an Early Redemption Amount as determined by it without the consent of the Securityholders. Such an Early Redemption Amount may be less than the issue price of the Securities and may be as low as zero. In making any such adjustments or determinations, the Issuer in such capacity will (whether or not expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations. Please refer to the section headed "Overview of the Potential for Discretionary

Determinations by the Issuer" for more information.

The Issuer is subject to a number of conflicts of interest, including:

- in making certain calculations and determinations, there may be a difference of interest between the Securityholders and the Issuer;
- in the ordinary course of its business the Issuer (or an affiliate) may effect transactions for its own account and may enter into hedging transactions with respect to the Securities or Underlying Asset(s) which may have a negative impact on the liquidity or value of the Securities;
- the Issuer (or an affiliate, or any employees thereof) may have confidential information in relation to an Underlying Asset which may be material to an investor, but which the Issuer is under no obligation (and may be subject to legal prohibition) to disclose; and
- in relation to proprietary indices sponsored by the Issuer or an affiliate.

Unless otherwise specified in the relevant Pricing Supplement, the net proceeds from each issue of Securities will be used to hedge the obligations of the Issuer under the Securities and for general corporate purposes.

Save for any fees payable to the Dealer(s) and/or Selling Agent(s), so far as the Issuer is aware, no person involved in the issue or offer of the Securities has an interest material to such issue or offer.

The applicable terms and conditions of the Securities and any expenses charged to the investor will be specified in the relevant Pricing Supplement.

RISK FACTORS

Warning: The terms and conditions of certain Securities issued under this Listing Supplement may not provide for scheduled repayment in full of the issue or purchase price at maturity. In such case, you may lose some or all of your investment.

Even if the relevant Securities do provide for scheduled repayment in full of the issue or purchase price at maturity or upon mandatory early redemption or optional early redemption of the Securities, you will still be exposed to the credit risk of the Issuer and will lose up to the entire value of your investment if the Issuer either fails or is otherwise unable to meet its payment obligations. The Securities are not deposits and are not protected under any deposit insurance or protection scheme.

You may also lose some or all of your investment if:

- **you sell your Securities prior to maturity in the secondary market at an amount that is less than your initial purchase price;**
- **your Securities are redeemed early under their terms and conditions at the discretion of the Issuer and the Early Redemption Amount paid to you is less than the initial purchase price; or**
- **your Securities are subject to certain adjustments in accordance with the terms and conditions of the Securities that may result in any amount payable (or deliverable) on the Securities (whether at maturity or otherwise) being reduced to, or being valued at, an amount that is less than your investment.**

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1. General considerations

The purchase of Securities involves substantial risks and an investment in the Securities is only suitable for investors who have the knowledge and experience in financial and business matters necessary to enable them (either alone or in conjunction with an appropriate financial adviser) to evaluate the risks and merits of an investment in the Securities and who have sufficient resources to be able to bear any losses that may result therefrom. The Issuer is acting solely in the capacity of an arm's length contractual counterparty and not as an investor's financial adviser or fiduciary in any transaction.

Before making any investment decision, prospective investors in the Securities should ensure that they understand the nature of the Securities and the extent of their exposure to risks involved.

The Issuer believes that the factors described below may affect their abilities to fulfil their respective obligations under the Securities. Most of these factors are contingencies which may or may not occur and which could have a material adverse effect on the Issuer's businesses, operations, financial condition or prospects, which, in turn, could have a material adverse effect on the return investors will receive on the Securities. The Issuer does not express a view on the likelihood of any such contingency occurring.

The Issuer believes that the factors described below are material for the purpose of assessing the market risks associated with the Securities and represent the material risks inherent in investing in the Securities, but these are not the only risks that the Issuer faces or that may arise under the Securities. There will be other risks that the Issuer does not currently consider to be material, or risks that the Issuer is currently not aware of, or risks that arise due to circumstances specific to the investor, and the Issuer does not represent that the statements below regarding the risks of holding any Securities are exhaustive of all such risks.

More than one investment risk may have simultaneous effect with regard to the value of the Securities and the effect of any single investment risk may not be predictable. In addition, more than one investment risk may have a compounding effect and no assurance can be given as to the effect that any combination of investment risks may have on the value of Securities.

2. Risks associated with the creditworthiness of the Issuer

(a) General risks

The Securities are general unsecured obligations of the Issuer. Securityholders are exposed to the credit risk of the Issuer. The Securities will be adversely affected in the event of (i) a default, (ii) a reduced credit rating of the Issuer, (iii) increased credit spreads charged by the market for taking credit risk on the Issuer or (iv) a deterioration in the solvency of the Issuer.

If the Issuer either fails or is otherwise unable to meet its payment obligations, you may lose up to the entire value of your investment. The Securities are not deposits and are not protected under any deposit insurance or protection scheme.

The profitability of the Issuer will be affected by, among other things, changes in global economic conditions, inflation, interest/exchange rates, capital risk, liquidity risk, market risk, credit risk, risks from estimates and valuations, risks relating to off-balance sheet entities, cross-border and foreign exchange risks, operational risks, legal and regulatory risks and competition risks. These risks are discussed in further detail below.

These risk factors should be read together with the risk factors listed on pages 4 and 112 to 123 of the CSi 2014 Annual Report, which is incorporated by reference in the CSi Registration Document (as defined in the section headed "Documents Incorporated By Reference" in this Listing Supplement). Such risk factors are risk factors that are material to the Securities in order to assess the market risk associated with them or which may affect the Issuer's ability to fulfil its obligations under them.

(b) Risks relating to regulatory action in the event that CSi is failing or the UK resolution authority considers that it is likely to fail

If CSi were to become subject to a "resolution regime" you could lose some or all of your investment in the Securities

The EU Bank Recovery and Resolution Directive ("**BRRD**") entered into force on 2 July 2014. Its stated aim is to provide national "resolution authorities" (such as the Bank of England in the

UK) with a set of powers and tools to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses.

In the United Kingdom, the majority of the requirements of the BRRD have been implemented into national law through the UK Banking Act (and relevant statutory instruments). The UK implementation of the BRRD included the introduction of the so-called "bail-in" tool (as described below) as of 1 January 2015.

The UK Banking Act provides for a "resolution regime" granting substantial powers to the Bank of England (or, in certain circumstances, HM Treasury), in consultation with the Prudential Regulatory Authority, the Financial Conduct Authority and HM Treasury, as appropriate, to implement resolution measures with respect to a UK financial institution (such as CSi) where the relevant UK resolution authority considers that the relevant institution is failing or is likely to fail and action is necessary in the public interest. The resolution powers available to the UK resolution authority include powers to:

- direct the sale of the relevant institution or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply;
- transfer all or part of the business of the relevant institution to a "bridge bank" (a publicly controlled entity);
- transfer the impaired or problem assets of the relevant institution to an asset management vehicle to allow them to be managed over time;
- take the relevant institution into temporary public ownership (nationalisation); and
- exercise the "bail-in" tool (as discussed below), which could result in a write down of the amount owing or conversion of the relevant liability (which could include a Security) to equity.

In addition, the UK Banking Act grants powers to the UK resolution authority to:

- modify contractual arrangements (such as the terms and conditions of the Securities in certain circumstances);
- suspend enforcement or termination rights that might be invoked as a result of the exercise of the resolution powers (e.g., suspending acceleration and enforcement rights under the Securities); and
- disapply or modify laws in the UK (with possible retrospective effect) to enable the recovery and resolution powers under the UK Banking Act to be used effectively.

Prospective purchasers of Securities issued by CSi should be aware that the exercise of any such resolution power or even the suggestion of any such potential exercise could materially adversely affect the value of any such Securities, and could lead to holders of such Securities losing some or all of their investment. The resolution regime is designed to be triggered prior to insolvency of the relevant institution, and holders of securities issued by such institution may not be able to anticipate the exercise of any resolution power (including exercise of the "bail-in" tool described below) by the UK resolution authority. Further, holders of securities issued by an institution which has been taken into a resolution regime will have very limited rights to challenge the exercise of powers by the UK resolution authority, even where such powers have resulted in the write down or conversion of such securities to equity.

The exercise by the UK resolution authority of the "bail-in" tool in relation to the Securities would result in the write down and/or conversion to equity of such Securities

In addition to the other powers described above, the UK resolution authority may exercise the "bail-in" tool in relation to a failing UK financial institution. The "bail-in" tool includes the powers to:

- write down to zero (i.e., cancel) a liability or modify its terms for the purposes of reducing or deferring the liabilities of the relevant institution; and/or
- convert a liability from one form or class to another (e.g., from debt to equity).

The exercise of such powers could result in (i) the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, any Security issued by CSi, and/or (ii) the conversion of all or a portion of the principal amount of, interest on, or any other amounts payable on, such Securities into shares or other securities or other obligations of CSi or another person, including by means of a variation to the terms of such Securities, in each case, to give effect to the exercise by the UK resolution authority of such power.

The purpose of the "bail-in" tool is to enable the resolution authority to recapitalise an institution by allocating losses to its shareholders and unsecured creditors (which could include the holders of Securities) in a manner that (i) ought to respect the hierarchy of claims in an ordinary insolvency and (ii) is consistent with shareholders and creditors not receiving a less favourable treatment than they would have received in ordinary insolvency proceedings of the relevant institution (known as the "no creditor worse off" safeguard).

Insured deposits and secured liabilities and certain other liabilities are excluded from the scope of the "bail-in" tool. Further, as part of the reforms required by the BRRD, other deposits will be preferred in the insolvency hierarchy ahead of all other unsecured senior creditors of a UK institution. Accordingly, if the "bail-in" tool were to be exercised by the UK resolution authority, unsecured securities (including the Securities) would be more likely to be bailed-in than certain other unsubordinated liabilities of the UK institution such as other preferred deposits.

The exercise of any resolution power, including the "bail-in" tool, in respect of CSi and any Securities issued by it or any suggestion of any such exercise could materially adversely affect the rights of the holders of such Securities, the value of their investment in such Securities and/or the ability of CSi to satisfy its obligations under such Securities, and could lead to the holders of such Securities losing some or all of their investment. In addition, even in circumstances where a claim for compensation is established under the 'no creditor worse off' safeguard in accordance with a valuation performed after the resolution action has been taken, it is unlikely that such compensation would be equivalent to the full losses incurred by the holders of such Securities in the resolution, and there can be no assurance that holders of such Securities would recover such compensation promptly.

Holders of Securities may not be able to anticipate the exercise of the "bail-in" tool or any such resolution power

The stabilisation powers are intended to be exercised pre-emptively – i.e., prior to the point at which insolvency proceedings with respect to the relevant institution would be initiated – in order to resolve the institution and protect the public interest. Accordingly, the stabilisation options may be exercised if the UK resolution authority:

- (i) is satisfied that a relevant institution is failing, or is likely to fail;
- (ii) determines that it is not reasonably likely that (ignoring the stabilisation powers) action will be taken by or in respect of the relevant institution that will result in condition (i) above ceasing to be met within a reasonable timeframe;
- (iii) considers that the exercise of the stabilisation powers to be necessary, having regard to certain public interest considerations (such as, for example, the stability of the UK financial system, public confidence in the UK banking system and the protection of depositors); and
- (iv) considers that the special resolution objectives would not be met to the same extent by the winding-up of the relevant institution.

The use of different stabilisation powers is subject to further "specific conditions" that vary according to the relevant stabilisation power being used. Additional conditions will apply where the UK resolution authority seeks to exercise its powers in relation to UK banking group companies.

It is uncertain how the UK resolution authority would assess such conditions in different pre-insolvency scenarios affecting the relevant institution. The UK resolution authority is also not required to provide any advanced notice to Securityholders of its decision to exercise any resolution power. Therefore, holders of the Securities issued by CSi may not be able to anticipate a potential exercise of any such powers nor the potential effect of any such exercise on CSi and on any such Securities.

Holders of securities of an institution subject to the exercise of the "bail-in" tool or other resolution power may have only very limited rights to challenge the exercise of such power

Holders of securities of an institution subject to the exercise of the "bail-in" tool or other resolution power (such as Securities issued by CSi) may have only very limited rights to challenge any decision of the UK resolution authority to exercise such power or to have that decision judicially reviewed. Further, the UK resolution authority would be expected to exercise such powers without the consent of the holders of the affected securities.

3. Risks relating to the Securities generally

(a) Loss of investment

If the Securities do not provide for scheduled repayment in full of an amount at least equal to the issue or purchase price, investors may lose some or all of their investment.

Securities are not deposits, and are not covered by any deposit insurance or protection scheme.

(b) Limited liquidity

A secondary market for the Securities may not develop and if one does develop, it may not provide the holders of the Securities with liquidity or may not continue for the life of the Securities. A decrease in the liquidity of the Securities may cause, in turn, an increase in the volatility associated with the price of such Securities. Illiquidity may have a severe adverse effect on the market value of the Securities.

The Issuer may, but is not obliged to, purchase the Securities at any time at any price in the open market or by tender or private treaty and may hold, resell or cancel them. The market for the Securities may be limited. The only way in which a Securityholder can realise value from a Security prior to its maturity or expiry is to sell it at its then market price in the market which may be less than the amount initially invested. The price in the market for a Security may be less than its Issue Price even though the value of the Underlying Asset(s) may not have changed since the Issue Date. Further, the price at which a Securityholder sells its Securities in the market may reflect a commission or a dealer discount, which would further reduce the proceeds such Securityholder would receive for its Securities.

Any secondary market price quoted by the Issuer may be affected by several factors including, without limitation, prevailing market conditions, credit spreads and the remaining time to maturity of the Securities. The Securities are also subject to selling restrictions and/or transfer restrictions that may limit a Securityholder's ability to resell or transfer its Securities. Accordingly, the purchase of Securities is suitable only for investors who can bear the risks associated with a lack of liquidity in the Securities and the financial and other risks associated with an investment in the Securities. Any investor in the Securities must be prepared to hold such Securities for an indefinite period of time or until redemption or expiry of the Securities.

(c) The Issue Price may be more than the market value of the Securities

The Issue Price in respect of any Securities specified in the relevant Pricing Supplement may be more than the market value of such Securities as at the Issue Date, and more than the price, if any, at which the Dealer or any other person is willing to purchase such Securities in secondary market transactions. In particular, the Issue Price in respect of any Securities and the terms of such Securities may take into account, where permitted by law, fees, commissions or other amounts relating to the issue, distribution and sale of such Securities, or the provision of introductory services. Such fees, commissions or other amounts may be paid directly to the relevant distributor or, if the Securities are sold to the relevant distributor at a discount, may be retained by the relevant distributor out of the Issue Price paid by investors. In addition, the Issue Price in respect of the Securities and the terms of such Securities may also take into account (i) the expenses incurred by the Issuer in creating, documenting and marketing the Securities (including its internal funding costs) and (ii) amounts relating to the hedging of the Issuer's obligations under such Securities.

(d) The market value of the Securities will be affected by many factors and cannot be predicted

The market value of the Securities will be affected by many factors beyond the control of the Issuer, including, but not limited to, the following:

- (i) the creditworthiness of the Issuer (whether actual or perceived), including actual or anticipated downgrades in its credit rating;
- (ii) the remaining time to maturity of the Securities;
- (iii) interest rates and yield rates in the market;
- (iv) the volatility (i.e., the frequency and size of changes in the value) of the Underlying Asset(s) (if any);
- (v) the value of the Underlying Asset(s) to which the Securities are linked (if any);
- (vi) if the Securities are linked to a Share, the dividend rate on such Share or if the Securities are linked to an Index, the dividend rate on the components underlying such Index;
- (vii) national and international economic, financial, regulatory, political, military, judicial and other events that affect the value of the Underlying Asset(s) or the relevant market(s) generally; and
- (viii) the exchange rate between the currency in which the Securities are denominated and the currency in which the Underlying Asset(s) is denominated.

Some or all of the above factors will influence the value of the Securities in the market. Some of these factors are inter-related in a complex way, and as a result, the effect of any one factor may be offset or magnified by the effect of another factor. If you sell your Securities prior to maturity or expiry, the price you will receive may be substantially lower than the original purchase price and you may lose some or all of your investment.

(e) **The market value of the Securities may be highly volatile**

Where the Securities reference any Underlying Asset(s), the Securityholders are exposed to the performance of such Underlying Asset(s). The price, performance or investment return of the Underlying Asset(s) may be subject to sudden and large unpredictable changes over time and this degree of change is known as "volatility". The volatility of an Underlying Asset may be affected by national and international economic, financial, regulatory, political, military, judicial or other events, including governmental actions, or by the activities of participants in the relevant markets. Any of these events or activities could adversely affect the value of the Securities.

(f) **Tax**

Potential investors in the Securities should take note of the information set out in the section headed "Taxation" of this Listing Supplement. Potential investors in the Securities should conduct such independent investigation and analysis regarding the tax treatment of the Securities as they deem appropriate to evaluate the merits and risks of an investment in the Securities in light of their individual circumstances. Tax risks include, without limitation, a change in any applicable law, treaty, rule or regulation or the interpretation thereof by any relevant authority which may adversely affect payments in respect of the Securities. The level and basis of taxation on the Securities and on the Securityholders and any reliefs from such taxation depend on the Securityholder's individual circumstances and could change at any time. The tax and regulatory characterisation of the Securities may change over the life of the Securities. This could have adverse consequences for Securityholders. Potential Securityholders will therefore need to consult their own tax advisers to determine the specific tax consequences of the purchase, ownership, transfer and redemption, exercise or expiry or enforcement of the Securities.

(g) **Proposed Financial Transaction Tax**

On 14 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**").

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

Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be 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 the Securities 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 (i) by transacting with a person established in a participating Member State or (ii) where the financial instrument which is subject to the dealings is issued in a participating Member State.

Joint statements issued by participating Member States indicate an intention to implement the FTT by 1 January 2016.

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

Prospective investors in Securities are advised to seek their own professional advice in relation to the FTT.

(h) **The Securities may be redeemed prior to their scheduled maturity**

In certain circumstances (for example, (A) if the Issuer determines that its obligations under the Securities have become unlawful or illegal, (B) following an event of default, or (C) where the Securities are linked to one or more Underlying Asset(s), following certain events having occurred in relation to any Underlying Asset(s), the Securities may be redeemed early prior to their scheduled maturity. In such circumstances, the Early Redemption Amount payable under the Securities may be less than the original purchase price of the Securities and could be as low as zero.

Following early redemption of Securities, the Holders of such Securities may not be able to reinvest the redemption proceeds at a comparable return and/or at an effective interest rate as high as the interest rate or yield on the Securities being redeemed and may only be able to do so at a significantly lower rate. Prospective investors in Securities should consider such reinvestment risk in light of other investments available at that time.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

(i) **Return at maturity/loss of investment**

Securities are "capital at risk" investments unless Final the Redemption Amount payable at maturity or a scheduled early redemption is at least 100 per cent. of the Specified Denomination or Issue Price (as applicable).

Even where the Final Redemption Amount is at least 100 per cent. of the nominal amount, Specified Denomination or Issue Price (as applicable), the Securities are still "capital at risk" investments if the terms of the Securities provide that the issuer's call option is applicable, such call option is exercised and the Optional Redemption Amount is less than 100 per cent. of the nominal amount, Specified Denomination or Issue Price (as applicable).

Where Securities are "capital at risk" investments, investors are exposed to a return that is linked to the level(s) of the relevant Underlying Asset(s), as specified in the relevant Pricing Supplement, and may lose the value of all or part of their investment.

In any event, if the amount payable on redemption, exercise or expiry of the Securities is less than their issue price, investors may lose all or part of their investment.

Any "non-capital at risk" feature will not be applicable if (i) the Securities are redeemed or settled following an unscheduled redemption event (see risk factor 4(b) (*Adjustments and redemption or cancellation at Early Redemption Amount*)), (ii) the Securities are sold prior to maturity, or (iii) the Issuer defaults, and in any such case before the Maturity Date, and investors may lose all or part of their investment.

(j) **Risk of cancellation of issue of Securities**

The Issuer may determine to cancel the issue of Securities for reasons beyond its control,

such as extraordinary events, substantial change of the political, financial, economic, legal, monetary or market conditions at national or international level and/or adverse events regarding the financial or commercial position of the Issuer and/or the other relevant events that in the determination of the Issuer may be prejudicial to the issue of the Securities. In such case, where an investor has already paid or delivered subscription monies for the relevant Securities, the investor will be entitled to reimbursement of such amounts, but will not receive any interest that may have accrued in the period between their payment or delivery of subscription monies and the reimbursement of the amount paid for such Securities.

(k) **Issue of further Securities**

If additional securities or options with the same terms and conditions or linked to the same Underlying Asset(s) as the Securities are subsequently issued, either by the Issuer or another issuer, the supply of securities with such terms and conditions or linked to such Underlying Asset(s) in the primary and secondary markets will increase and may cause the secondary market price of the Securities to decline.

(l) **No obligation to maintain listing**

Investors should note that where the Securities are listed on the TOKYO PRO-BOND Market, the Issuer will not be obliged to maintain the listing of the Securities in certain circumstances, such as a change in listing requirements.

(m) **Risks relating to the Euro and the Euro zone**

The ongoing deterioration of the sovereign debt of several countries, in particular Greece, together with the risk of contagion to other, more stable, countries, such as France and Germany, has raised a number of uncertainties regarding the stability and overall standing of the European Economic and Monetary Union and may result in changes to the composition of the Euro zone.

Concerns persist regarding the risk that other Euro zone countries could be subject to an increase in borrowing costs and could face an economic crisis similar to that of Cyprus, Greece, Ireland, Italy, Spain and Portugal, together with the risk that some countries could leave the Euro zone (either voluntarily or involuntarily). The impact of these events on Europe and the global financial system could be severe and could have a negative impact on the Securities.

Furthermore, concerns that the Euro zone sovereign debt crisis could worsen may lead to the reintroduction of national currencies in one or more Euro zone countries or, in more extreme circumstances, the possible dissolution of the Euro entirely. The departure or risk of departure from the Euro by one or more Euro zone countries and/or the abandonment of the Euro as a currency could have major negative effects on the Issuer and the Securities (including the risks of currency losses arising out of redenomination). Should the Euro dissolve entirely, the legal and contractual consequences for holders of Euro-denominated Securities would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Securities. It is difficult to predict the final outcome of the Euro zone crisis. Investors should carefully consider how changes to the Euro zone may affect their investment in the Securities.

(n) **There are particular risks in relation to CNY**

Chinese Renminbi, the lawful currency of the People's Republic of China ("**CNY**") is not freely convertible at present. The government of the People's Republic of China continues to regulate conversion between CNY and foreign currencies despite the significant reduction over the years by such government of its control over routine foreign exchange transactions conducted through current accounts. The People's Bank of China ("**PBOC**") has established a clearing and settlement system pursuant to the Settlement Agreement on the Clearing of CNY Business between PBOC and Bank of China (Hong Kong) Limited. However, the current size of CNY and CNY denominated financial assets in Hong Kong is limited, and its growth is subject to many constraints imposed by the laws and regulations of the People's Republic of China on foreign exchange.

No assurance can be given that access to CNY funds for the purposes of making payments under the Securities or generally will remain available or will not become restricted. The value of CNY against foreign currencies fluctuates and is affected by changes in the People's Republic of China and international political and economic conditions and by many other factors. As a result, foreign exchange fluctuations between a purchaser's home currency and

CNY may affect purchasers who intend to convert gains or losses from the sale or redemption of the Securities into their home currency.

Developments and the perception of risks in other countries, especially emerging market countries, may adversely affect the exchange rate CNY with other currencies and therefore the value of Securities denominated in or referencing CNY.

4. Risks associated with certain types of Securities

(a) Adjustments and redemption or cancellation at Early Redemption Amount

In certain circumstances (for example, following certain events affecting the Issuer's hedging arrangements or the Underlying Asset(s)), the Issuer may make adjustments to the terms of the Securities (including substituting an Underlying Asset) or redeem or cancel them at an Early Redemption Amount as determined by it without the consent of the Securityholders. Such Early Redemption Amount may be less than the Issue Price of the Securities and could be as low as zero.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

(b) Optional redemption by the Issuer

Any call option of the Issuer in respect of the Securities may negatively impact their market value. During any period when the Issuer may elect to redeem Securities, the market value of those Securities generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period. The Issuer may be expected to redeem Securities when its cost of borrowing is lower than the interest rate on the Securities. 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 Securities being redeemed. The investor will not be able to participate in the performance of the Underlying Asset(s) following the effective date of the Issuer call option.

(c) Use of "participation" factors over 100 per cent.

Where the terms and conditions of the Securities provide that the redemption amount or settlement amount or other amount payable (as applicable) in respect of such Securities is based upon the performance of the Underlying Asset(s) and is multiplied by a "participation" factor which is over 100 per cent., the Securityholder may participate disproportionately in any positive performance and/or may have a disproportionate exposure to any negative performance of the Underlying Asset(s). Due to this leverage effect, such Securities will represent a very speculative and risky form of investment since any loss in the value of the Underlying Asset(s) carries the risk of a correspondingly higher loss.

(d) A "participation" factor of less than 100 per cent. means that you will not participate in the full positive performance of the Underlying Asset(s)

Where the terms and conditions of the Securities provide that the redemption amount or settlement amount or other amount payable (as applicable) in respect of such Securities is based upon the performance of the Underlying Asset(s) and is multiplied by a participation factor which is less than 100 per cent., then the percentage change in the value of the Securities will be less than the positive or negative performance of Underlying Asset(s). In such case, the return on the Securities will be disproportionately lower than any positive performance of the Underlying Asset(s), and may be significantly less than if the Securityholder had purchased the Underlying Asset(s) directly.

(e) The effect of averaging

If so provided in the applicable terms and conditions of the Securities, the amount payable (or deliverable) on the Securities (whether at maturity or otherwise) will be based on the arithmetic average of the applicable levels, prices, rates or other applicable values of the Underlying Asset(s) on each of the specified averaging dates, and not the simple performance of the Underlying Asset(s) over the term of the Securities. For example, if the applicable level, price,

rate or other applicable value of the particular Underlying Asset(s) dramatically surged on the last of five averaging dates, the amount payable on the Securities may be significantly less than it would have been had the amount payable been linked only to the applicable level, price, rate or other applicable value of the particular Underlying Asset(s) on that last averaging date.

(f) **'Worst-of'**

Where the Securities are linked to a basket of Underlying Assets and the terms of the Securities provide that the Final Redemption Amount or other amount payable (as applicable) in respect of such Securities depends on the performance of the worst performing Underlying Asset in the basket, Securityholders will be exposed to the performance of each Underlying Asset and, in particular, to the Underlying Asset which has the worst performance.

This means that, irrespective of how the other Underlying Assets perform, if any one or more Underlying Assets fail to meet the specified threshold or barrier, Securityholders could lose some or all of their initial investment.

(g) **The potential for the value of the Securities to increase may be limited**

Where the terms of the Securities provide that the amount payable or deliverable is subject to a cap, your ability to participate in any change in the value of the Underlying Asset(s) (or any change in floating interest rates) will be limited, no matter how much the level, price or other value of the Underlying Asset(s) (or floating interest rates) rises above the cap level over the term of the Securities. Accordingly, the value of or return on the Securities may be significantly less than if Securityholders had purchased the Underlying Asset(s) (or invested in instruments which pay an uncapped floating rate of interest) directly.

(h) **Interest rate risks**

Where Securities bear interest at a fixed rate, subsequent changes in market interest rates may adversely affect the value of the Securities.

Where interest on Securities is subject to floating rates of interest that will change subject to changes in market conditions, such changes could adversely affect the interest amount(s) received on the Securities. As the interest income on Securities which bear interest at a floating rate will vary, it is not possible to determine a fixed yield on such Securities at the time of investment and to compare the return on investment of such Securities with investments bearing interest at a fixed rate. If the terms and conditions of the Securities provide for frequent interest payment dates, a Securityholder may only be able to reinvest the interest amount(s) paid to it at the prevailing interest rates, which may be lower if market interest rates decline. Further, if the floating rate becomes negative, any positive margin specified to be applicable to a floating rate will be reduced accordingly, and as such, the resulting rate of interest on the Securities may be less than the positive margin, or may be zero (or such other minimum rate of interest), as specified in the relevant Pricing Supplement.

5. Risks associated with Securities that are linked to Underlying Asset(s)

(a) **Past performance of an Underlying Asset is not indicative of future performance**

Any information about the past performance of an Underlying Asset at the time of the issuance of the Securities should not be regarded as indicative of the range of, or trends in, fluctuations in such Underlying Asset that may occur in the future. The level, price, rate or other applicable value of an Underlying Asset (and of components comprising such Underlying Asset) may go down as well as up throughout the term of the Securities. Such fluctuations may affect the value of and return on the Securities. There can be no assurance as to the future performance or movement of any Underlying Asset. Accordingly, before investing in the Securities, investors should carefully consider whether any investment linked to one or more relevant Underlying Assets is suitable for them.

(b) **No rights of ownership in an Underlying Asset**

Potential investors in the Securities should be aware that the Securities are unsecured obligations of the Issuer and that an Underlying Asset will not be held by the Issuer for the benefit of the Securityholders of such Securities and, as such, Securityholders will have no rights of ownership, including, without limitation, any voting rights, any rights to receive dividends or other distributions or any other rights with respect to any Underlying Asset referenced by such Securities.

(c) **Currency risk**

Investors may be exposed to currency risks because (i) an Underlying Asset may be denominated or priced in currencies other than the currency in which the Securities are denominated, or (ii) the Securities and/or such Underlying Asset may be denominated in currencies other than the currency of the country in which the investor is resident. The value of the Securities may therefore increase or decrease as a result of fluctuations in those currencies.

(d) **Adjustment or alternative provisions for valuation of an Underlying Asset**

If the Issuer determines that any form of disruption event in relation to an Underlying Asset has occurred which affects the valuation of such Underlying Asset, the Issuer may apply any consequential adjustment of, or any alternative provisions for, valuation of such Underlying Asset provided in the terms and conditions of the Securities, including a postponement in the valuation of such Underlying Asset and/or a determination of the value of such Underlying Asset by the Issuer, each of which may have an adverse effect on the value of and return on the Securities.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

(e) **Issuer determination in respect of an Underlying Asset, adjustment to or early redemption of the Securities and reinvestment risk following such early redemption**

If the Issuer determines that any adjustment events or other events affecting the Issuer's hedging arrangements or the Underlying Asset(s) have occurred, the Issuer may adjust the terms and conditions of the Securities (without the consent of the Securityholders). The Issuer may procure the early redemption of the Securities prior to their scheduled maturity by payment of the Early Redemption Amount instead of the Final Redemption Amount in accordance with the terms and conditions of the Securities, and no other amounts shall be payable in respect of the Securities on account of interest or otherwise following such determination by the Issuer.

Subject to the terms and conditions of the Securities, if the Securities are redeemed early, the Early Redemption Amount (which may be greater or equal to zero) may be equal to the fair market value of the Securities immediately prior to such redemption, as calculated by the Calculation Agent using its internal models and methodologies, taking into consideration all information which the Issuer deems relevant (including, without limitation, the time remaining to maturity of the Securities, the interest rates at which banks lend to each other, the interest rate at which the Issuer (or its affiliates) is charged to borrow cash, (if applicable) the value, expected future performance and volatility of the Underlying Asset(s)) and any other relevant information).

Potential investors in the Securities should be aware that it is likely that this Early Redemption Amount will be less than their initial investment. Following any such early redemption of the Securities, Securityholders may not be able to reinvest the proceeds at any effective interest rate as high as the interest rate or yield on the Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors in the Securities should consider reinvestment risk in light of other investments available at that time.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

(f) **Emerging markets risks**

An Underlying Asset may include an exposure to emerging markets. Emerging market countries possess one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development state or a weak economy. Emerging markets investments usually result in higher risks such as event risk, political risk, economic risk, credit risk, currency rate risk, market risk, regulatory/legal risk and trade settlement, processing and clearing risks as further described below. Investors should note that the risk of occurrence and the severity of the consequences of such risks may be greater than they would otherwise be in relation to more developed countries.

- (i) *Event Risk:* On occasion, a country or region will suffer an unforeseen catastrophic event (for example, a natural disaster) which causes disturbances in its financial markets, including rapid movements in its currency, that will affect the value of securities in, or which relate to, that country. Furthermore, the performance of an Underlying Asset can be affected by global events, including events (political, economic or otherwise) occurring in a country other than that in which such Underlying Asset is issued or traded.
- (ii) *Political Risk:* Many emerging market countries are undergoing, or have undergone in recent years, significant political change which has affected government policy, including the regulation of industry, trade, financial markets and foreign and domestic investment. The relative inexperience with such policies and instability of these political systems leave them more vulnerable to economic hardship, public unrest or popular dissatisfaction with reform, political or diplomatic developments, social, ethnic, or religious instability or changes in government policies. Such circumstances, in turn, could lead to a reversal of some or all political reforms, a backlash against foreign investment, and possibly even a movement away from a market-oriented economy. For Securityholders, the results may include confiscatory taxation, exchange controls, compulsory re-acquisition, nationalisation or expropriation of foreign-owned assets without adequate compensation or the restructuring of particular industry sectors in a way that could adversely affect investments in those sectors. Any perceived, actual or expected disruptions or changes in government policies of a country, by elections or otherwise, can have a major impact on the performance of an Underlying Asset linked to such emerging market countries.
- (iii) *Economic Risk:* The economies of emerging market countries are by their nature in early or intermediate stages of economic development, and are therefore more vulnerable to rising interest rates and inflation. In fact, in many emerging market countries, high interest and inflation rates are the norm. Rates of economic growth, corporate profits, domestic and international flows of funds, external and sovereign debt, dependence on international trades and sensitivity to world commodity prices play key roles in economic development, yet vary greatly from one emerging market country to another. Businesses and governments in these emerging market countries may have a limited history of operating under market conditions. Accordingly, when compared to more developed countries, businesses and governments of emerging market countries are relatively inexperienced in dealing with market conditions and have a limited capital base from which to borrow funds and develop their operations and economies. In addition, the lack of an economically feasible tax regime in certain countries poses the risk of sudden imposition of arbitrary or excessive taxes, which could adversely affect foreign Securityholders. Furthermore, many emerging market countries lack a strong infrastructure and banks and other financial institutions may not be well-developed or well-regulated. All of the above factors, as well as others, can affect the proper functioning of the economy and have a corresponding adverse effect on the performance of an Underlying Asset linked to one or more emerging market countries.
- (iv) *Credit Risk:* Emerging market sovereign and corporate debt tends to be riskier than sovereign and corporate debt in established markets. Issuers and obligors of debt in these emerging market countries are more likely to be unable to make timely coupon or principal payments, thereby causing the underlying debt or loan to go into default. The sovereign debt of some countries is currently in technical default and there are no guarantees that such debt will eventually be restructured allowing for a more liquid market in that debt. The measure of a company's or government's ability to repay its debt affects not only the market for that particular debt, but also the market for all securities related to that company or country. Additionally, evaluating credit risk for foreign bonds involves greater uncertainty because credit rating agencies throughout the world have different standards, making comparisons across countries difficult. Many

debt securities are simply unrated and may already be in default or considered distressed. There is often less publicly available business and financial information about foreign issuers in emerging market countries than those in developed countries. Furthermore, foreign companies are often not subject to uniform accounting, auditing and financial reporting standards. Also, some emerging market countries may have accounting standards that bear little or no resemblance to, or may not even be reconcilable with, generally accepted accounting principles.

- (v) *Currency Risk:* An Underlying Asset may be denominated in a currency other than U.S. dollars, euro or pounds sterling. The weakening of a country's currency relative to the U.S. dollar or other benchmark currencies will negatively affect the value (in U.S. dollar or such other benchmark currency) of an instrument denominated in that currency. Currency valuations are linked to a host of economic, social and political factors and can fluctuate greatly, even during intra-day trading. It is important to note that some countries have foreign exchange controls which may include the suspension of the ability to exchange or transfer currency, or the devaluation of the currency. Hedging can increase or decrease the exposure to any one currency, but may not eliminate completely exposure to changing currency values.
- (vi) *Market Risk:* The emerging equity and debt markets of many emerging market countries, like their economies, are in the early stages of development. These financial markets generally lack the level of transparency, liquidity, efficiency and regulation found in more developed markets. It is important, therefore, to be familiar with secondary market trading in emerging markets securities and the terminology and conventions applicable to transactions in these markets. Price volatility in many of these markets can be extreme. Price discrepancies can be common as can market dislocation. Additionally, as news about a country becomes available, the financial markets may react with dramatic upswings and/or downswings in prices during a very short period of time. These emerging market countries also might not have regulations governing manipulation and insider trading or other provisions designed to "level the playing field" with respect to the availability of information and the use or misuse thereof in such markets. It may be difficult to employ certain risk management practices for emerging markets securities, such as forward currency exchange contracts, stock options, currency options, stock and stock index options, futures contracts and options on futures contracts.
- (vii) *Regulatory/Legal Risk:* In emerging market countries there is generally less government supervision and regulation of business and industry practices, stock exchanges, over-the-counter markets, brokers, dealers and issuers than in more developed countries. Whatever supervision is in place may be subject to manipulation or control. Many emerging market countries have mature legal systems which are comparable to those of more developed countries, whilst others do not. The process of regulatory and legal reform may not proceed at the same pace as market developments, which could result in confusion and uncertainty and, ultimately, increased investment risk. Legislation to safeguard the rights of private ownership may not yet be in place in certain areas, and there may be the risk of conflict among local, regional and national requirements. In certain areas, the laws and regulations governing investments in securities may not exist or may be subject to inconsistent or arbitrary application or interpretation and may be changed with retroactive effect. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. Judges and courts in many countries are generally inexperienced in the areas of business and corporate law. Companies are exposed to the risk that legislatures will revise established law solely in response to economic or political pressure or popular discontent. There is no guarantee that a foreign Securityholder would obtain a satisfactory remedy in local courts in case of a breach of local laws or regulations or a dispute over ownership of assets. A Securityholder may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in foreign courts.
- (viii) *Trade Settlement, Processing and Clearing:* Many emerging market countries have different clearance and settlement procedures from those in more developed countries. For many emerging markets securities, there is no central clearing mechanism for settling trades and no central depository or custodian for the safekeeping of securities. Custodians can include domestic and foreign custodian banks and depositaries, among others. The registration, record-keeping and transfer of Securities may be carried out manually, which may cause delays in the recording of ownership. Where applicable, the Issuer will settle trades in emerging markets securities in accordance with the currency market practice developed for such transactions by the Emerging Markets

Traders Association. Otherwise, the transaction may be settled in accordance with the practice and procedure (to the extent applicable) of the relevant market. There are times when settlement dates are extended, and during the interim the market price of any Underlying Assets and in turn the value of the Securities, may change. Moreover, certain markets have experienced times when settlements did not keep pace with the volume of transactions resulting in settlement difficulties. Because of the lack of standardised settlement procedures, settlement risk is more prominent than in more mature markets. In addition, Securityholders may be subject to operational risks in the event that Securityholders do not have in place appropriate internal systems and controls to monitor the various risks, funding and other requirements to which Securityholders may be subject by virtue of their activities with respect to emerging market securities.

(g) Occurrence of Additional Disruption Events

Additional Disruption Events in respect of an Underlying Asset may include events which result in the Issuer incurring material costs for performing its obligations under the Securities due to a change in applicable law or regulation, the inability of the Issuer to hold, acquire or dispose of such Underlying Asset or the commencement of insolvency proceedings of an issuer of any shares constituting the Underlying Asset. Subject to the terms and conditions for the Securities which determines the types of Additional Disruption Events which are applicable, upon determining that an Additional Disruption Event has occurred, the Issuer has discretion to make certain determinations to account for such event including to (i) make adjustments to the terms of the Securities (without the consent of the Securityholders) or (ii) cause an early redemption of the Securities prior to their scheduled maturity by payment of an Early Redemption Amount instead of the Final Redemption Amount, any of such determinations may have an adverse effect on the value of and return on the Securities. Following a determination by the Issuer in accordance with (ii), no other amounts shall be payable in respect of the Securities on account of interest or otherwise.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

(h) Correction of published prices or levels

In the event that the relevant published prices or levels of an Underlying Asset are subsequently corrected and such correction is published by the entity or sponsor responsible for publishing such prices or levels, subject to such correction and publication occurring prior to a specified cut-off date in respect of the relevant Securities, such corrected prices or levels may be taken into account by the Issuer in any determination in relation to the Securities and/or the Issuer may make adjustments to the terms of the Securities, subject to the provisions of the relevant terms and conditions for the Securities. Where such corrected prices or levels are lower than the original levels or prices, this may have an adverse effect on the value of and return on the Securities.

(i) Risks associated with Securities linked to a basket of Underlying Assets

The following are particular risks associated with Securities linked to a basket of Underlying Assets:

- (i) *If the basket constituents are highly correlated, any move in the performance of the basket constituents will exaggerate the impact on the value of the Securities:* Correlation of basket constituents indicates the level of interdependence among the individual basket constituents with respect to their performance. If, for example, all of the basket constituents originate from the same sector and the same country, a high positive correlation may generally be assumed. Past rates of correlation may not be determinative of future rates of correlation. Investors should be aware that, though basket constituents may not appear to be correlated based on past performance, they may nevertheless suffer the same negative performance following a general downturn.
- (ii) *The negative performance of a single basket constituent may outweigh a positive performance of one or more other basket constituents:* Even in the case of a positive performance by one or more of the basket constituents, the performance of the basket

as a whole may be negative if the performance of one or more of the other basket constituents is negative to a greater extent, depending on the terms and conditions of the relevant Securities.

- (iii) *A small basket, or an unequally weighted basket, will generally leave the basket more vulnerable to changes in the value of any particular basket constituent:* The performance of a basket that includes a fewer number of basket constituents will generally be more affected by changes in the value of any particular basket constituent than a basket that includes a greater number of basket constituents.
- (iv) *A change in composition of a basket may have an adverse effect on basket performance:* Where the terms and conditions of the Securities grant the Issuer the right, in certain circumstances, to adjust the composition of the basket, investors should be aware that any replacement basket constituent may perform differently from the original basket constituent, which may have an adverse effect on the performance of the basket and therefore the performance of the Securities.

(j) **Risks associated with physical delivery of Underlying Asset(s)**

In the case of Securities where physical settlement is specified to be applicable in the relevant Pricing Supplement, such Securities shall be redeemed at their maturity by delivering Underlying Asset(s) to the Securityholders and the Securityholders will receive such Underlying Asset(s) rather than a monetary amount upon maturity. Securityholders will, therefore, be exposed to the risks associated with the issuer of such Underlying Asset(s) and the risks associated with such Underlying Asset(s).

The value of each such Underlying Asset to be delivered, together with any fractional cash amount, to a Securityholder may be less than the purchase amount paid by such Securityholder for the Securities and the principal amount (if any) of the relevant Securities. In the worst case, the Underlying Asset(s) to be delivered may be worthless. Also, prospective investors should consider that any fluctuations in the price of the Underlying Asset(s) to be delivered between the end of the term of the Securities and the actual delivery date will be borne by the Securityholders. This means that a Securityholder's actual loss or gain and final return on the Securities can only be determined after delivery of the Underlying Asset(s) to such Securityholder. Further, Securityholders may be subject to certain documentary or stamp taxes in relation to the delivery and/or disposal of Underlying Asset(s).

(k) **Reform of LIBOR and EURIBOR and other interest rate index and equity, commodity and foreign exchange rate index "benchmarks"**

The London Inter-Bank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other indices which are deemed "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such "benchmarks" to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Securities linked to a "benchmark".

Key international proposals for reform of "benchmarks" include IOSCO's Principles for Financial Market Benchmarks (July 2013) (the "**IOSCO Benchmark Principles**") and the European Commission's proposed regulation on indices used as "benchmarks" in certain financial instruments, financial contracts and investment funds (September 2013) (the "**Proposed Benchmark Regulation**").

The IOSCO Benchmark Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering governance and accountability as well as the quality and transparency of benchmark design and methodologies. A review published in February 2015 of the status of the voluntary market adoption of the IOSCO Benchmark Principles noted that, as the benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future, but that it is too early to determine what those steps should be. The review noted that there has been a significant market reaction to the publication of the IOSCO Benchmark Principles, and widespread efforts are being made to implement the IOSCO Benchmark Principles by the majority of administrators surveyed.

The Proposed Benchmark Regulation is still being negotiated between the relevant European authorities, but the European Commission expects a final agreement by the end of 2015 and it is therefore likely to become effective by the end of 2016. If passed in its current form (as appears likely), the Proposed Benchmark Regulation would apply to "contributors",

"administrators" and "users" of "benchmarks" in the EU, and would, among other things, (i) require benchmark administrators to be authorised (or, if non-EU-based, to be subject to an equivalent regulatory regime) and to comply with extensive requirements in relation to the administration of "benchmarks" and (ii) ban the use of "benchmarks" of unauthorised administrators. The scope of the Proposed Benchmark Regulation is wide and, in addition to so-called "critical benchmark" indices such as LIBOR and EURIBOR, could also potentially apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices (including "proprietary" indices or strategies) which are referenced in listed financial instruments (including listed Securities), financial contracts and investment funds.

If passed in its current form, the Proposed Benchmark Regulation could have a material impact on any listed Securities linked to a "benchmark" index, including in any of the following circumstances:

- an index which is a "benchmark" could not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to any applicable transitional provisions) does not have equivalent regulation. In such event, depending on the particular "benchmark" and the applicable terms of the Securities, the Securities could be de-listed, adjusted, redeemed or otherwise impacted; and
- the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Proposed Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Securities including Calculation Agent determination of the rate or level in its discretion.

In addition to the international proposals for reform of "benchmarks" described above, there are numerous other proposals, initiatives and investigations which may impact "benchmarks". For example, in the UK, the national government has recently extended the legislation originally put in place to cover LIBOR to regulate the following additional major UK-based financial benchmarks in the fixed income, commodity and currency markets:

- ISDAFIX (now ICE Swap Rate), which is the principal global benchmark for swap rates and spreads for interest rate swap transactions;
- London Gold Fixing (now LBMA Gold Price) and the London Silver Price (now LBMA Silver Price), which determine the price of gold and silver in the London market;
- ICE Brent Index, traded on the ICE Futures Europe (IFEU) exchange, which acts as the crude oil futures market's principal financial benchmark;
- WM/Reuters London 4pm Closing Spot Rate, which is the dominant global foreign exchange benchmark; and
- SONIA (Sterling Overnight Index Average) and RONIA (Repurchase Overnight Index Average), which both serve as reference rates for overnight index swaps

Any of the international, national or other proposals for reform or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks". The disappearance of a "benchmark" or changes in the manner of administration of a "benchmark" could result in adjustment(s) to the terms and conditions, early redemption, discretionary valuation by the Calculation Agent, delisting or any other consequence in relation to Securities linked to such "benchmark". Any such consequence could have a material adverse effect on the value of and return on any such Securities.

(l) **It may not be possible to use the Securities as a perfect hedge against the market risk associated with investing in the Underlying Asset(s)**

It may not be possible to use the Securities as a perfect hedge against the market risk associated with investing in the Underlying Asset(s) and there are complexities of using the Securities in this manner. For example, the value of the Securities may not exactly match the value of the Underlying Asset(s). Due to fluctuating supply and demand for the Securities, there

is no assurance that the value of the Securities will match changes in the value of the Underlying Asset(s). It may also not be possible to purchase or sell the Securities at the prices used to calculate the value of the Underlying Asset(s).

(m) **There may be regulatory consequences to Securityholders holding Securities linked to an Underlying Asset**

There may be regulatory and other consequences associated with the holding by certain Securityholders of Securities linked to an Underlying Asset. Each prospective investor must conduct its own investigations into its regulatory position with respect to a potential investment in the Securities or consult advisers as it considers appropriate.

6. **Risks associated with Securities that are linked to one or more particular types of Underlying Assets**

(a) Risks associated with Shares

(i) *Factors affecting the performance of Shares may adversely affect the value of Securities*

The performance of Shares is dependent upon macroeconomic factors, such as interest and price levels on the capital markets, currency developments, political factors as well as company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy.

(ii) *Actions by the issuer of a Share may adversely affect the Securities*

The issuer of a Share will have no involvement in the offer and sale of the Securities and will have no obligation to any Securityholders. The issuer of a Share may take any actions in respect of such Share without regard to the interests of the Securityholders, and any of these actions could adversely affect the market value of and return on the Securities.

(iii) *Determinations made by the Issuer in respect of Potential Adjustment Events and Extraordinary Events may have an adverse effect on the value of the Securities*

The adjustment events referred to in risk factor 5(e) (*Issuer determination in respect of an Underlying Asset, adjustment to or early redemption of the Securities and reinvestment risk following such early redemption*) include, in respect of Shares, Potential Adjustment Events and Extraordinary Events (as defined below). Potential Adjustment Events include (A) a sub-division, consolidation or re-classification of Shares, (B) an extraordinary dividend, (C) a call of Shares that are not fully paid-up, (D) a repurchase by the Share issuer, or an affiliate thereof, of the Shares, (E) a separation of rights from Shares or (F) any event having a dilutive or concentrative effect on the value of Shares. The "**Extraordinary Events**" include (1) a delisting of Shares on an exchange, (2) an insolvency or bankruptcy of the issuer of the Shares, (3) a merger event entailing the consolidation of Shares with those of another entity, (4) a nationalisation of the issuer of the Shares or transfer of Shares to a governmental entity, or (5) a tender offer or takeover offer that results in transfer of Shares to another entity.

Upon determining that a Potential Adjustment Event or an Extraordinary Event has occurred in relation to a Share or Share issuer, the Issuer has discretion to make certain determinations to account for such event including to (aa) make adjustments to the terms of the Securities (without the consent of Securityholders), and/or (bb) (in the case of an Extraordinary Event) (x) cause an early redemption of the Securities prior to their scheduled maturity by payment of an Early Redemption Amount instead of the Final Redemption Amount, any of such determinations may have an adverse effect on the value of and return on the Securities. Following a determination by the Issuer above, no other amounts shall be payable in respect of the Securities on account of interest or otherwise.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary

Determinations by the Issuer" for more information.

(iv) *Loss of return of dividends in respect of most Securities linked to Shares*

Unless the terms and conditions of the Securities specify otherwise, holders of such Securities in respect of which an Underlying Asset is a Share will not participate in dividends or other distributions paid on such Share. Therefore, the return on such Securities will not reflect the return a Securityholder would have realised had it actually owned such Shares and received the dividends in respect of them.

(b) **Risks associated with Equity Indices**

(i) *Factors affecting the performance of Indices may adversely affect the value of and return on the Securities*

Indices are comprised of a synthetic portfolio of shares or other assets, and as such, the performance of an Index is dependent upon the macroeconomic factors relating to the shares or other components that comprise such Index, which may include interest and price levels on the capital markets, currency developments, political factors and (in the case of shares) company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy.

(ii) *Returns on Securities will not be the same as a direct investment in futures or options on the Index or in the underlying components of the Index*

An investment in the Securities linked to Indices is not the same as a direct investment in futures or option contracts on any or all of the relevant Indices nor any or all of the constituents included in each Index. In particular, investors will not benefit directly from any positive movements in any Index nor will investors benefit from any profits made as a direct result of an investment in such Index. Accordingly, changes in the performance of any Index may not result in comparable changes in the market value of or return on the Securities linked to such Index.

(iii) *Loss of return of dividends in respect of most Securities linked to Indices*

The rules of an Index might stipulate that dividends distributed on its components do not lead to a rise in the Index Level, for example, if it is a "price" index. As a result, holders of Securities linked to such Index would lose the benefit of any dividends paid by the components of the Index and such Securities would not perform as well as a position where such holder had invested directly in such components or where they invested in a "total return" version of the Index. Even if the rules of the relevant underlying Index provide that distributed dividends or other distributions of the components are reinvested in the Index and therefore result in raising its level, in some circumstances the dividends or other distributions may not be fully reinvested in such Index.

(iv) *A change in the composition or discontinuance of an Index could have a negative impact on the value of the Securities*

The sponsor of an Index can add, delete or substitute the components of such Index or make other methodological changes that could change the level of one or more components. The changing of the components of an Index may affect the level of such Index as a newly added component may perform significantly worse or better than the component it replaces, which in turn may adversely affect the value of and return on the Securities. The sponsor of an Index may also alter, discontinue or suspend calculation or dissemination of such Index. The sponsor of an Index will have no involvement in the offer and sale of the Securities and will have no obligation to any investor in such Securities. The sponsor of an Index may take any actions in respect of such Index without regard to the interests of the investor in the Securities, and any of these actions could have an adverse effect on the value of and return on the Securities.

(v) *Occurrence of Index Adjustment Events*

Upon determining that an Index Adjustment Event has occurred in relation to an Index, the Issuer has the discretion to make certain determinations and adjustments to account for such event including to (A) make adjustments to the terms of the Securities (without the consent of Securityholders), and/or (B) cause an early redemption of the Securities prior to their scheduled maturity by payment of the Early Termination Amount instead of the Final Redemption Amount, any of such determinations may have an adverse

effect on the value of and return on the Securities. Following a determination by the Issuer in accordance with (B), no other amounts shall be payable in respect of the Securities on account of interest or otherwise.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

7. Risks associated with calculations and determinations by the Issuer and conflicts of interest between the Issuer and holders of Securities

(a) Exclusion of liability for calculations and determinations

The terms of the Securities may contain an exclusion of liability or responsibility on the part of the Issuer (in its capacity as Issuer or otherwise) for errors or omissions in its calculations or determinations with regard to the Securities, whether caused by negligence or otherwise. If that is the case, investors may have no ability to take legal action against the Issuer for any loss or damage suffered as a result of such error or omission.

(b) Calculations and determinations under the Securities

In making calculations and determinations with regard to the Securities, there may be a difference of interest between the Securityholders and the Issuer. Save where otherwise provided in the terms and conditions, the Issuer is required to act in good faith and in a commercially reasonable manner but does not have any obligations of agency or trust for any investors and has no fiduciary obligations towards them. In particular, the Issuer and its affiliated entities may have interests in other capacities (such as other business relationships and activities). Prospective investors should be aware that any determination made by the Issuer may have a negative impact on the value of and return on the Securities.

Each of the Issuer, the Dealer or any of their respective affiliates may have existing or future business relationships with each other (including, but not limited to, lending, depository, derivative counterparty, risk management, advisory and banking relationships), and when acting in such other capacities the Issuer, the Dealer or any of their respective affiliates may pursue actions and take steps that it deems necessary or appropriate to protect its interests arising therefrom without regard to the consequences for any particular Securityholder.

(c) Hedging and dealing activities in relation to the Securities and Underlying Asset(s)

In the ordinary course of its business the Issuer and/or any of its affiliates may effect transactions for its own account or for the account of its customers and may enter into one or more hedging transactions with respect to the Securities or related derivatives. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer and/or any of its affiliates may enter into transactions in or in respect of the Underlying Asset(s) or related derivatives which may affect the market price, liquidity, value of or return on the Securities and which could be adverse to the interest of the relevant Securityholders.

For example, the Issuer (itself or through an affiliate) may hedge the Issuer's obligations under the Securities by purchasing futures and/or other instruments linked to the Underlying Asset(s) or (if an Index) the stocks or other components underlying the Underlying Asset(s). The Issuer (or affiliate) may adjust its hedge by, among other things, purchasing or selling any of the foregoing, and perhaps other instruments linked to the Underlying Asset(s) or (if applicable) the components, at any time and from time to time, and may unwind the hedge by selling any of the foregoing on or before the maturity or settlement date (as applicable) for the Securities. The Issuer (or affiliate) may also enter into, adjust and unwind hedging transactions relating to other securities whose returns are linked to changes in the level, price, rate or other applicable value of the Underlying Asset(s) or (if applicable) the components. Any of these hedging activities may adversely affect the level, price, rate or other applicable value of the Underlying Asset(s) — directly or (if applicable) indirectly by affecting the level, price, rate or other applicable value of underlying components — and therefore the value of and return on the Securities. It is possible that the Issuer (or affiliate) could receive substantial returns with respect to such

hedging activities while the value of and return on the Securities may decline.

Moreover, the Issuer (or affiliate) may also engage in trading in one or more of the Underlying Asset(s) or (if applicable) the components or instruments whose returns are linked to the Underlying Asset(s) or (if applicable) the components, for its proprietary accounts, for other accounts under its management or to facilitate transactions, including block transactions, on behalf of customers. Any of these activities of the Issuer (or affiliate) could adversely affect the level, price, rate or other applicable value of the Underlying Asset(s) — directly or (if applicable) indirectly by affecting the level, price, rate or other applicable value of the components — and therefore, the value of and return on the Securities. The Issuer (or affiliate) may issue or underwrite, other securities or financial or derivative instruments with returns linked to changes in the level, price, rate or other applicable value of the Underlying Asset(s) or (if applicable) one or more of the components, as applicable. By introducing competing products into the marketplace in this manner, the Issuer (or affiliate) could adversely affect the value of the Securities.

(d) **Confidential information relating to the Underlying Asset(s)**

The Issuer and its affiliates (and any of their employees) may from time to time, by virtue of their status as underwriter, advisor or otherwise, possess or have access to information relating to the Underlying Asset(s) and any derivative instruments referencing them. None of the Issuer or its affiliates will be obliged (and may be subject to legal prohibition) to disclose any such information to an investor in the Securities, even where such information may be material to the decision by an investor as to whether or not to purchase the Securities.

DOCUMENTS INCORPORATED BY REFERENCE

This Listing Supplement should be read and construed in conjunction with the following documents which shall be deemed to be incorporated in, and form part of, this Listing Supplement, save that any statement contained in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Listing Supplement to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Listing Supplement.

- (a) The registration document of CSi dated 10 September 2015 (the "**CSi Registration Document**") approved by the UK Listing Authority (as may be supplemented and/or replaced from time to time) is incorporated by reference in respect of CSi. The latest CSi Registration Document and any supplements thereto are available at https://www.credit-suisse.com/investment_banking/financial_regulatory/en/international.jsp.
- (b) The annual and current reports, including interim financial information, and other relevant information of CSi, are incorporated by reference in respect of CSi and are available at https://www.credit-suisse.com/investment_banking/financial_regulatory/en/international.jsp.
- (c) Any relevant information relating to CSi as may be published on or after the date of this Listing Supplement on the website of the Financial Conduct Authority at www.fca.org.uk/news.

Copies of this Listing Supplement will be available for inspection during normal business hours on any business day (except Saturdays, Sundays and legal holidays) at the offices of the Paying Agents. In addition, copies of the documents incorporated by reference in this Listing Supplement (and any document incorporated by reference therein) will be available free of charge during normal business hours on any business day (except Saturdays, Sundays and legal holidays) at the offices of the Paying Agents and at the registered office of the Issuer.

OVERVIEW OF THE POTENTIAL FOR DISCRETIONARY DETERMINATIONS BY THE ISSUER

Under the terms and conditions of the Securities, following the occurrence of certain events outside of its control, the Issuer may exercise its discretion to take one or more actions available to it in order to deal with the impact of such events on the Securities or its hedging arrangements (or both). **Any such exercise of a discretionary determination by the Issuer could have a material adverse impact on the value of and return on the Securities and/or could result in their early redemption.**

Below is an overview of the types of events that could give rise to a discretionary determination by the Issuer (if so specified to be applicable to the relevant Securities), the actions available to the Issuer to deal with the impact of such events and the effect of such event and/or action taken by the Issuer. Investors should also read the Terms and Conditions of the Securities which sets out in full the terms summarised below.

What are the types of events that could give rise to a discretionary determination by the Issuer?	<p>Broadly, there are three types of events that could give rise to a discretionary determination by the Issuer:</p> <ul style="list-style-type: none"> (a) if the Issuer's obligations under the Securities or its related activities involving the Underlying Assets become or will become illegal; (b) external events which affect the Underlying Asset(s); and (c) external events which affect the Issuer's hedging arrangements and/or other related activities involving the Underlying Assets.
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What are the types of external events which affect the Underlying Asset(s)?	There are many different external events that may affect an Underlying Asset, and these will vary depending on the type of Underlying Asset, as summarised in the table below:	
	Type(s) of Underlying Asset	External events which affect such Underlying Asset(s)
	<i>Equity</i>	<p>Potential Adjustment Events: broadly, corporate actions relating to the share issuer which have a dilutive or concentrative effect on the theoretical value of the share - for example, a stock split or a distribution payment to holders of the shares.</p> <p>Extraordinary Events: events which materially impact on the business of the share issuer, such as a merger, a takeover or tender offer, the nationalisation of the shares or assets of the share issuer, a delisting of the relevant shares on an exchange or the share issuer becomes insolvent.</p>
<i>Equity Index</i>	<p>Successor Index: the index is replaced by another index which is calculated using the same (or substantially similar) formula.</p> <p>Index Adjustment Events: events which materially impact on the calculation of the index - for example, the relevant sponsor cancels the index or fails to calculate the level of the index or materially changes the formula for calculating the index.</p>	

<p>What are the types of external events which affect the Issuer's hedging arrangements?</p>	<p>There are many different external events that may affect the Issuer's hedging arrangements, and these will vary depending on (a) the type of Underlying Asset or (b) the type of Securities, as summarised in the table below:</p>	
	<p>Type(s) of Underlying Asset / Type of Security</p>	<p>External events which affect the Issuer's hedging arrangements</p>
	<p><i>Equity, Equity Index</i></p>	<p>Change in law: as a result of a change in any applicable law, it has become unlawful or illegal to conduct its hedging arrangements or other related activities involving the Underlying Assets or it will incur a materially increased cost in performing its obligations under the Securities or other related activities involving the Underlying Assets.</p>
	<p><i>Equity</i></p>	<p>Insolvency Filing: an event which impacts on the transferability of the shares as a result of insolvency or similar proceedings affecting the share issuer.</p>

<p>Why is it necessary for the Issuer to make discretionary determination following the occurrence of such events?</p>	<p>The Issuer cannot continue to perform its obligations under the Securities or its related hedging arrangements or other related activities involving the Underlying Assets if they become or will become illegal. In that case, the Issuer may need to (a) adjust the terms of the Securities so that it is no longer illegal for it to perform its obligations, (b) early redeem the Securities or (c) substitute the relevant Underlying Asset.</p> <p>Where the Securities are linked to one or more Underlying Assets, the investment objective of the Securities is to allow an investor to gain an economic exposure to the Underlying Asset(s). If an Underlying Asset is materially impacted by an unexpected event – for example, (a) a company merges and the original stock that formed an Underlying Asset is restructured or changed, (b) the rules of an index that is an Underlying Asset are materially modified or (c) a material change to the investment objective and strategy of a fund that is an Underlying Asset – then it may not be possible to achieve the investment objective of the Securities based on the original terms and conditions of the Securities. The Issuer will need to make certain discretionary determinations in order to preserve the original economic objective and rationale of the Securities.</p> <p>In addition, the Issuer or its affiliates or the hedging entity may enter into hedging arrangements in order to manage its exposure in relation to its payment obligations under the Securities and to enable it to issue the Securities at the relevant price and on the relevant terms. If the amount(s) payable by the Issuer under the Securities depend on the performance of the Underlying Asset(s) or an interest rate, the hedging arrangements may involve (a) holding the Underlying Asset(s) directly, or (b) entering into derivative contracts with counterparties to receive a corresponding economic exposure to the Underlying Asset(s) or the relevant interest rate, or to hedge the interest rate, currency rate or price risk in relation to the Underlying Asset(s) or the Securities. The exercise of the Issuer's discretion is necessary if an external event occurs subsequent to the issuance of the Securities which negatively impacts the Issuer's hedging arrangements or the costs of maintaining such hedging arrangements. Such external events are unlikely to have been reflected in the original pricing of the Securities.</p>
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<p>If such an event occurs, what actions can the Issuer take?</p>	<p>Broadly, depending on the terms of the Securities (and bearing in mind that different terms may apply to different types of Underlying Assets and where specified to be applicable in the relevant Pricing Supplement), the Issuer may take one or more of the following actions in order to deal with the effect of the events outlined above:</p> <p>(a) Adjustments to the terms and conditions of the Securities: The Issuer may adjust the terms and conditions of the Securities to account for the economic effect of the external event on the Underlying Asset(s) or (where applicable) on its hedging arrangements or other related activities involving the Underlying Assets, and to preserve the original economic objective and rationale of the Securities. This may include adjustments to the amount(s) payable and/or any variable relevant to payment under the Securities.</p> <p>(b) Substitution of the Underlying Asset(s): In respect of Share Securities, Share Basket Securities and Reverse Convertible Securities (in each case where "Share Substitution" is specified to be applicable in the relevant Pricing Supplement), following an Extraordinary Event or Additional Disruption Event (in each case as described above), the Issuer may substitute the Underlying Asset(s) with a replacement asset satisfying the criteria set out in the applicable Terms and Conditions. The Issuer may also make adjustments to the terms and conditions of the Securities to account for such event and the replacement of the original Underlying Asset, and to preserve the original economic objective and rationale of the Securities.</p> <p>(c) Early redemption and/or payment of the Early Redemption Amount: In certain situations, if the Issuer determines that no adjustment to the terms and conditions would lead to a commercially reasonable result or the Underlying Asset(s) cannot be replaced with a suitable substitute asset (if applicable), the Issuer may early redeem the Securities prior to their scheduled maturity by payment of an Early Redemption Amount instead of the Final Redemption Amount, as the case may be, and no other amounts shall be payable in respect of the Securities on account of interest or otherwise following such determination by the Issuer. See "<i>How is the Early Redemption Amount calculated?</i>" below.</p>
<p>How is the Early Redemption Amount calculated?</p>	<p>The Early Redemption Amount may be:</p> <p>(a) "par" which is the outstanding principal amount of such Securities plus accrued and unpaid interest;</p> <p>(b) the specified minimum amount; or</p> <p>(c) a sum equal to the fair market value of the Securities immediately prior to such redemption (which may be greater than or equal to zero), such value to be calculated by the Calculation Agent or the Issuer using its internal models and methodologies, taking into account the time remaining to maturity of the Securities, the relevant interest rates, the value, expected future performance and/or volatility of the Underlying Asset(s) (if any) and any other relevant information.</p> <p>In each case, the Early Redemption Amount may, if so specified in the relevant Pricing Supplement, be adjusted to account for any associated losses, expenses or costs that are incurred (or would be incurred) by the Issuer and/or its affiliates as a result of unwinding, establishing, re-establishing and/or adjusting any hedging arrangements in relation to the Securities.</p>

Overview of the Potential for Discretionary Determinations by the Issuer

<p>What is the effect of such event and/or action taken by the Issuer?</p>	<p>Any of the above actions, if taken by the Issuer, may result in a reduced return on the Securities and/or have a material adverse impact on the value of the Securities. The Early Redemption Amount could be less than such investor's initial investment (and may be reduced to zero).</p> <p>Further, if the Securities are redeemed early prior to the scheduled maturity, an investor may be unable to reinvest the redemption proceeds in another investment at the time that provides an equivalent return.</p>
<p>Will the Issuer notify me if such an event occurs and/or if it takes any of the above actions?</p>	<p>Yes, the Issuer will generally give notice to Securityholders as soon as practicable upon making any adjustments to the terms and conditions of the Securities, or if it substitutes an Underlying Asset with a replacement asset, or if the Issuer determines to early redeem the Securities or to pay the Early Redemption Amount at maturity, or if the Issuer makes any other discretionary determination.</p>
<p>Are there any other situations where the Issuer may make discretionary determinations?</p>	<p>If the Issuer determines that a disruption event in relation to an Underlying Asset has occurred which affects the valuation of such Underlying Asset on any relevant day, the Issuer may postpone, or apply alternative provisions for, the valuation of such Underlying Asset (such as by making its own determination of the value of such Underlying Asset or using an estimate of any variable to calculate the amount(s) payable under the Securities). Such determination(s) may have an adverse effect on the value of the Securities.</p>
<p>How will the Issuer exercise its discretion?</p>	<p>In considering whether and how to make such a discretionary determination, the Issuer shall (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such discretionary determination in accordance with its applicable regulatory obligations.</p>
<p>Where can I find more information?</p>	<p>See risk factors 3(h) (<i>The Securities may be redeemed prior to their scheduled maturity</i>), 4(a) (<i>Adjustments and redemption or cancellation at Early Redemption Amount</i>), 5(d) (<i>Adjustment or alternative provisions for valuation of an Underlying Asset</i>), 5(e) (<i>Issuer determination in respect of an Underlying Asset, adjustment to or early redemption of the Securities and reinvestment risk following such early redemption</i>), 5(g) (<i>Occurrence of Additional Disruption Events</i>), 6(a)(iii) (<i>Determinations made by the Issuer in respect of Potential Adjustment Events and Extraordinary Events may have an adverse effect on the value of the Securities</i>), 6(b)(v) (<i>Occurrence of Index Adjustment Events</i>) for more information.</p>

CREDIT SUISSE INTERNATIONAL

The information provided below has been extracted from the CSi Registration Document and is correct as of the date of this Listing Supplement.

Credit Suisse International

Credit Suisse International ("**CSi**") was incorporated in England and Wales under the Companies Act 1985, on 9 May 1990, with registered no. 2500199 and was re-registered as an unlimited company under the name "Credit Suisse Financial Products" on 6 July 1990, and was renamed Credit Suisse First Boston International on 27 March 2000 and Credit Suisse International on 16 January 2006.

CSi, a UK domiciled bank established under English law, is an indirect wholly owned subsidiary of Credit Suisse Group AG. CSi's registered head office is in London and is located at One Cabot Square, London E14 4QJ and its telephone number is +44 (0)20 7888 8888.

CSi is an English bank and is regulated as an EU credit institution by the Financial Conduct Authority ("**FCA**") and the Prudential Regulation Authority ("**PRA**"). The PRA has issued a scope of permission notice authorising CSi to carry out specified regulated investment activities.

CSi is an unlimited company and, as such, its shareholders have a joint, several and unlimited obligation to meet any insufficiency in the assets of CSi in the event of its liquidation. The joint, several and unlimited liability of the shareholders of CSi to meet any insufficiency in the assets of CSi will only apply upon liquidation of CSi. Therefore, prior to any liquidation of CSi, the creditors may only have recourse to the assets of CSi and not to those of its shareholders.

CSi commenced business on 16 July 1990. Its principal business is banking, including the trading of derivative products linked to interest rates, foreign exchange, equities, commodities and credit. The primary objective of CSi is to provide comprehensive treasury and risk management derivative product services. CSi has established a significant presence in global derivative markets through offering a full range of derivative products and continues to develop new products in response to the needs of its customers and changes in underlying markets. The business is managed as a part of the Investment Banking Division of Credit Suisse AG in the Europe, Middle East and Africa region, and is supported by Credit Suisse AG's Shared Services Division, which provides business support services in such areas as finance, legal, compliance, risk management, and information technology. For more information on CSi's principal markets and activities, see page 2 of the CSi 2014 Annual Report, which is incorporated by reference in the CSi Registration Document.

The liquidity and capital requirements of CSi and its consolidated subsidiaries are managed as an integral part of the wider CS group framework. This includes the local regulatory liquidity and capital requirements in the UK.

Organisational Structure

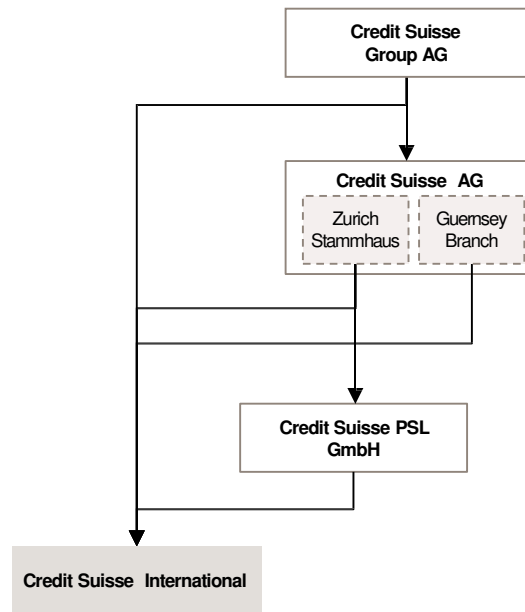
The subsidiaries of CSi which are consolidated in the financial statements contained in the CSi 2014 Annual Report are listed on pages 72 to 73 of the CSi 2014 Annual Report, each of which is wholly owned by CSi. For information on CSi's relationship with Credit Suisse Group AG, see page 2 of the CSi 2014 Annual Report.

Major Shareholders

The shareholders of CSi are:

- (i) Credit Suisse Group AG, whose head office is at Paradeplatz 8, CH-8070 Zürich, Switzerland, and who is the ultimate parent of the consolidated Credit Suisse Group which includes Credit Suisse AG;
- (ii) Credit Suisse AG, a Swiss bank and a leading global bank with its registered head office at Paradeplatz 8, CH-8070 Zürich, Switzerland who provides its clients with private banking, investment banking and asset management services worldwide;
- (iii) Credit Suisse AG, Guernsey Branch, whose place of business is at Helvetia Court, Les Echelons, South Esplanade, St Peter Port GY1 3ZQ, Guernsey was established as a Branch of Credit Suisse AG on 1 April 1986 and whose principal activities are deposit taking, bond issuing and lending the funds received within the Credit Suisse Group; and
- (iv) Credit Suisse PSL GmbH, whose registered office is c/o Credit Suisse AG, Paradeplatz 8, 8001 Zürich, Switzerland and was incorporated in Zürich, Switzerland on 29 September 2009 and

whose principal activity is to finance, purchase, hold, manage and sell financial participations in other Credit Suisse Group companies.



There is trading of shares in CSi between these shareholders and therefore the respective shareholdings will change from time to time, although CSi will remain an indirect wholly owned subsidiary of Credit Suisse Group AG.

Material Adverse Change and Significant Change

There has been no material adverse change in the prospects of CSi and its consolidated subsidiaries since 31 December 2014.

There has been no significant change in the financial position of CSi since 30 June 2015.

See pages 4 and 112-123 of the 2014 CSi Annual Report, and the “Risk Factors” section of the Registration Document (pages 6 to 9) that together disclose the principal risks to the Issuer.

Please see “Economic Environment” on pages 2-3 of the 2015 CSi Interim Report, “Operating Environment” on pages 8-10 of the third Exhibit (Credit Suisse Financial Report 2Q15) to the Bank Form 6-K Dated 31 July 2015, “Operating Environment” on pages 6-8 of the Exhibit to the Form 6-K Dated 30 April 2015, “Operating Environment” on pages 48-50 of the Group’s Annual Report 2014 and “Economic environment” on pages 2-3 of the 2014 CSi Annual Report for information relating to the economic environment that may affect the future results of operations or financial condition of Credit Suisse Group AG and its consolidated subsidiaries, including the Issuer.

Directors and Management

The business address of the members of the Board of Directors is One Cabot Square, London E14 4QJ.

The current members of the Board of Directors of CSi are as follows and their role within CSi and their principal activities outside CSi are as follows:

Board Member	External Activities
Noreen Doyle (Non-Executive Chair)	<ul style="list-style-type: none"> Independent member and Chair of the Board of Directors and the Risk Committee and Acting Audit Committee Chair of Credit Suisse International. Ms Doyle also serves as Vice- Chair and Lead Independent Director of the Board, member of the Audit Committee and the Chairman’s and Governance Committee of Credit Suisse Group AG. Additionally Ms. Doyle is also:

	<ul style="list-style-type: none"> ○ a member of the Board of Directors of the Newmont Mining Corporation; ○ a member of the advisory panel of the Macquarie European Infrastructure Fund; and ○ a member of the advisor board of Sapphire Partners.
Gaël de Boissard (Chief Executive Officer)	<ul style="list-style-type: none"> • CEO of Europe, Middle East and Africa. • Co-Head of Investment Banking and Head of Fixed Income (Investment Banking Division). • Mr. de Boissard is also a member of the Executive Board of Credit Suisse Group AG and Credit Suisse AG.
Richard Thornburgh (Non-Executive Director)	<ul style="list-style-type: none"> • Independent member of the Board of Directors and the Audit Committee and Chairman of the Risk Committee of Credit Suisse International. • Mr. Thornburgh also serves as Vice-Chair of the Board, member of the Audit Committee, Chair of the Risk Committee and a member of the Chairman's and Governance Committee of Credit Suisse Group AG. • Additionally Mr. Thornburgh is also: <ul style="list-style-type: none"> ○ Vice-Chairman of Corsair Capital, (New York); ○ a member of the Board of Directors of Reynolds American Inc. (Winston-Salem); ○ a member of the Board of Directors, of McGraw Hill Financial (New York); ○ a member of the Board of Directors and Lead Director for New Star Financial Inc. (Massachusetts); and ○ a member of the Board of Directors of CapStar Bank.
Jason Forrester	<ul style="list-style-type: none"> • Managing Director in the CFO division of Credit Suisse International. • Mr. Forrester is also EMEA Regional CFO of Credit Suisse International and Credit Suisse Securities (Europe) Ltd.
Paul Ingram	<ul style="list-style-type: none"> • Managing Director in the CRO division of Credit Suisse International. • Mr. Ingram is also Chief Risk Officer of Credit Suisse International and Credit Suisse Securities (Europe) Ltd.
Christopher Horne	<ul style="list-style-type: none"> • Managing Director in the Investment Banking Division of Credit Suisse International. • Mr. Horne is also Deputy CEO of Credit Suisse International and Credit Suisse Securities (Europe) Ltd.

Pages 1 and 10 of the CSI 2014 Annual Report provide further information on CSI's Board of Directors.

Directors' Conflicts of Interest

There are no potential conflicts of interest of the members of the Board of Directors between their duties to CSi and their private interests and/or other duties.

Legal and Arbitration Proceedings

During the period of 12 months ending on the date of the CSi Registration Document, there have been no governmental, legal or arbitration proceedings which may have, or have had in the past, significant effects on the financial position or profitability of CSi, and CSi is not aware of any such proceedings being either pending or threatened, except as disclosed below:

- CSi is defending a EUR 170 million clawback claim brought by the Winding up Committee (WUC) of Kaupthing Bank hf in the District Court of Reykjavik, Iceland. The claim relates to the issuance of ten credit linked notes issued in 2008, which the WUC is seeking to challenge under various provisions of Icelandic insolvency law in order to claw back funds paid to CSi. The WUC is also claiming significant penalty interest under Icelandic law. CSi argues that the purchase of the credit linked notes is governed by English law, which does not provide a legal basis for such clawback actions. In October 2014, the Court of the European Free Trade Association States issued a non-binding decision supporting CSi's position that the governing law of the transactions is relevant. Separately, CSi is pursuing a claim for USD 226 million in the District Court of Reykjavik, Iceland against Kaupthing Bank hf's WUC in order to enforce certain security rights arising under a 2007 structured trade. CSi acquired the security rights following Kaupthing Bank hf's insolvency in 2008. A trial of both matters is currently expected to take place in 2017.
- Rosserlane and Swinbrook –v- Credit Suisse International. CSi is the defendant in English court litigation brought by Rosserlane Consultants Limited and Swinbrook Developments Limited (the "**claimants**"). The litigation relates to the forced sale by CSi in 2008 of Caspian Energy Group LP ("**CEG**"), the vehicle through which the claimants held a 51% stake in the Kyurovdag oil and gas field in Azerbaijan. CEG was sold for USD 245m following two unsuccessful M&A processes. The claimants allege that CEG should have been sold for at least USD 700m. CSi is vigorously defending the claims, which it believes are without merit. The trial commenced in October 2014 and on 20 February 2015 the case was dismissed and judgment given in favour of CSi. The claimants are now appealing the judgment.
- On 21 October 2014 the European Commission announced it had entered into a settlement with various Credit Suisse entities including CSi in relation to its findings that Credit Suisse, UBS, RBS and JP Morgan had operated a cartel on bid-ask spreads of Swiss Franc interest rate derivatives in the European Economic Area in the period May to September 2007. The Commission imposed a fine of EUR 9,171,000 on the Credit Suisse entities.
- The European Commission Statement of Objections re CDS: In July 2013, the Directorate General for Competition of the European Commission ("**DG Comp**") issued a Statement of Objections ("**SO**") to various entities of thirteen CDS dealer banks, certain market entities and the International Swaps and Derivatives Association, Inc. ("**ISDA**") in relation to its investigation into possible violations of competition law by certain CDS market participants. Certain Credit Suisse entities were among the named bank entities. The SO marks the commencement of enforcement proceedings in respect of what DG Comp alleges were unlawful attempts to prevent the development of exchange traded platforms for CDS between 2006 and 2009.
- US Antitrust Class Action re CDS. Certain Credit Suisse entities, as well as other banks, have been named in civil litigation in the US, currently pending in the US District Court for the Southern District of New York. In August 2015, Credit Suisse and the class action plaintiffs reached an agreement in principle to settle the action. The settlement is subject to the execution of formal settlement documentation and court approval. Further, Credit Suisse (USA), Inc. has received civil investigative demands from the United States Department of Justice.
- CSi is the defendant in German court litigation brought by Stadtwerke Munchen GmbH, a German water utility company (the "**claimant**"). The litigation relates to a series of interest rate swaps entered into between 2008 and 2012. The claimant alleges breach of an advisory duty to provide both investor- and investment-specific advice, including in particular a duty to disclose the initial mark-to-market value of the trades at inception. The claimant seeks damages of EUR 12 million, repayment of EUR 130 million of collateral held by CSi and release from all future obligations under the trades. A preliminary hearing has been scheduled for October 2015, with further hearing dates expected in 2016.

Provision for litigation is disclosed in Note 19 to the interim consolidated financial statements on page 21

of the 2015 CSi Interim Report.

Auditor

CSi's auditor is KPMG LLP, 15 Canada Square, London E14 5GL. KPMG LLP is registered to carry out audit work by the Institute of Chartered Accountants in England and Wales.

CSi's auditor, as named above, has held office from the start of the accounting period ending 31 December 2014 until the start of the next period. KPMG Audit Plc, who previously acted as auditor, has instigated an orderly wind down of its business and has not been reappointed as auditor.

Further information on the Issuer's auditor may be found on pages 11 and 12 of the CSi 2014 Annual Report.

Financial Information

Financial information relating to CSi is contained in its Annual Reports for the years ended 31 December 2013 and 31 December 2014 (the "**CSi Annual Reports**") which are incorporated by reference in the CSi Registration Document. Financial information in the CSi Annual Reports has been audited. CSi's Annual Reports are available to the public on the Credit Suisse Group AG website at <https://www.credit-suisse.com/ch/en/investment-banking/financial-regulatory/international.html>.

TAXATION

THIS SECTION SUPERSEDES THE SECTION HEADED "TAXATION" IN THE PROGRAMME MEMORANDUM SET OUT IN ANNEX 1 (PROGRAMME MEMORANDUM).

The following is an overview of the withholding tax position in respect of payments of the income from the Securities by the Issuer (or an agent appointed by it) in accordance with the terms and conditions of such Securities ("**Relevant Payments**"). It is limited to the country of incorporation of the Issuer (the "**Relevant Taxing Jurisdiction**").

It does not relate to any other tax consequences or to withholdings in respect of payments by other persons (such as custodians, depositaries or other intermediaries) unless otherwise specified. Each investor should consult a tax adviser as to the tax consequences relating to its particular circumstances resulting from holding the Securities.

All payments in respect of the Securities by the Issuer or by an agent appointed by such Issuer will be subject to any applicable withholding taxes. However, as at the date hereof, no such taxes would be applicable in respect of any Relevant Payments in the Relevant Taxing Jurisdiction, except as specified below in relation to the countries so specified.

EU SAVINGS DIRECTIVE

Under EC Council Directive 2003/48/EC on the taxation of savings income each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income payments ("**Savings Income**") made by a person within its jurisdiction to or collected by such a person for an individual or to certain other persons, resident in that other Member State (interest payments on the Securities will for these purposes be Savings Income). However, for a transitional period, Austria may instead apply a withholding system in relation to such payments, deducting tax at 35 per cent. This transitional period will terminate at the end of the first fiscal year following agreement with certain non-EU countries to the exchange of information relating to such payments.

A number of non-EU countries and certain dependent or associated territories of certain Member States have adopted and implemented similar measures (either provision of information or transitional withholding) in relation to payments of Savings Income made by a person within its jurisdiction to an individual, or to certain other persons, resident in a Member State. In addition, Member States have entered into reciprocal arrangements with certain of those non-EU countries and dependent or associated territories of certain Member States in relation to payments of Savings Income made by a person in a Member State to an individual, or to certain other persons, resident in certain dependent or associated territories or non-EU countries.

Where an individual holder of Securities receives a payment of Savings Income from any Member State or dependent or associated territory employing the withholding arrangement, the individual holder of Securities may be able to elect not to have tax withheld. The formal requirements may vary slightly from jurisdiction to jurisdiction. They generally require the individual holder of Securities to produce certain information (such as his tax number) and consent to details of payments and other information being transmitted to the tax authorities in his home state. Provided that the other Tax Authority receives all of the necessary information the payment will not suffer a withholding under EC Council Directive 2003/48/EC or the relevant law conforming with the directive in a dependent or associated territory.

Prospective holders of Securities should note that on 24 March 2014, the Council of the European Union adopted a Council Directive (the "**Amending Directive**") amending and broadening the scope of the requirements described above. EU member states are required to apply these new requirements from 1 January 2017. The changes will expand the range of payments covered by the EU Savings Directive, in particular to include additional types of income payable on Securities. They will also expand the circumstances in which payments that indirectly benefit an individual resident in an EU member state must be reported. This approach will apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

The Organisation for Economic Co-operation and Development ("**OECD**") has been tasked by the G20 with undertaking the technical work needed to take forward the single global standard for automatic exchange of financial account information endorsed by the G20 in 2013. The OECD has released a full version of the Standard for Automatic Exchange of Financial Account Information in Tax Matters (the "**Common Reporting Standard**"), which calls on governments to obtain detailed account information from their financial institutions and exchange that information automatically with other jurisdictions on an annual basis. On 9 December 2014, the Economic and Financial Affairs Council of the European Union

officially adopted the revised Directive on Administrative Cooperation 2011/16/EU (the "**ACD**") (regarding mandatory automatic exchange of information in the field of taxation), which effectively incorporates the Common Reporting Standard. EU Member States are required to adopt and publish the laws, regulations and administrative provisions necessary to comply with the ACD by 31 December 2015. They are required to apply these provisions from 1 January 2016 and to start the automatic exchange of information no later than end of September 2017 and from September 2018 in the case of Austria.

Therefore, the European Commission has proposed the repeal of the EU Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the Savings Directive and the ACD (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

UNITED KINGDOM

The following statements are by way of a general guide only to holders of Securities. They are not exhaustive and do not constitute tax advice. Holders of Securities are therefore advised to consult their professional advisors concerning possible taxation or other consequences of purchasing, holding, selling or otherwise disposing of the Securities under the laws of their country of incorporation, establishment, citizenship, residence or domicile.

The information below relates only to United Kingdom taxation and is applicable to United Kingdom residents who are the beneficial owners of Securities and hold the Securities as an investment, and does not apply to other categories of taxpayers such as dealers in shares and securities. It is based on United Kingdom tax law and HM Revenue and Customs ("**HMRC**") published practice at the date of this Listing Supplement. The United Kingdom tax treatment of prospective holders of Securities depends on their individual circumstances and may be subject to change in the future. Anyone who is unsure of their tax treatment in relation to Securities should seek independent professional advice.

Withholding taxes

Provided that the Issuer continues to be a bank within the meaning of section 991 of the Income Tax Act 2007 (the "**Act**"), and provided that the interest on the Securities is paid in the ordinary course of its business within the meaning of section 878 of the Act, the Issuer will be entitled to make payments of interest under the Securities without withholding or deduction for or on account of United Kingdom income tax.

Payments of interest on the Securities may also be made without withholding or deduction for or on account of United Kingdom income tax if the Securities are listed on a "recognised stock exchange" within the meaning of section 1005 of the Act.

Interest on the Securities may also be paid without withholding or deduction for or on account of United Kingdom tax where interest on the Securities is paid to a person who belongs in the United Kingdom for United Kingdom tax purposes and, at the time the payment is made, the Issuer reasonably believes (and any person by or through whom interest on the Securities is paid reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest; provided that HM Revenue & Customs have not given a direction (in circumstances where it has reasonable grounds to believe that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

Interest on the Securities may also be paid without withholding or deduction for or on account of United Kingdom tax where the maturity of the Securities is less than 365 days and which are not issued under arrangements the effect of which is to render such Securities as part of a borrowing with a total period of a year or more.

In other cases, an amount must generally be withheld from payments of interest on the Securities issued by the Issuer on account of United Kingdom income tax at the basic rate (currently 20 per cent.). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Securityholder, HM Revenue & Customs can issue a notice to the Issuer to pay interest to the Securityholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

HMRC has powers, in certain circumstances, to obtain information about: payments derived from securities (whether income or capital); certain payments of interest (including the amount payable on the redemption of a deeply discounted security); and securities transactions. The persons from whom HMRC can obtain information include: a person who receives (or is entitled to receive) a payment

derived from securities; a person who makes such a payment (received from, or paid on behalf of, another person); a person by or through whom interest is paid or credited; a person who effects or is a party to securities transactions (which includes an issue of securities) on behalf of others; registrars or administrators in respect of securities transactions; and each registered or inscribed holder of securities. The information HMRC can obtain includes: details of the beneficial owner of securities; details of the person for whom the securities are held, or the person to whom the payment is to be made (and, if more than one, their respective interests); information and documents relating to securities transactions; and, in relation to interest paid or credited on money received or retained in the United Kingdom, the identity of the security under which interest is paid.

In certain circumstances the information which HMRC has obtained using these powers may be exchanged with tax authorities in other jurisdictions.

The references to "interest" above mean "interest" as understood in United Kingdom tax law (which in certain cases could include a premium or a discount). The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the terms and conditions of the Securities or any related documentation.

PROPOSED FINANCIAL TRANSACTION TAX

On 14 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**").

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Securities (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be 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 the Securities 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.

Joint statements issued by participating Member States indicate an intention to implement the FTT by 1 January 2016.

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

Prospective investors in Securities are advised to seek their own professional advice in relation to the FTT.

OFFERS

An investor intending to acquire or acquiring any Securities from any person (an "**Offeror**") will do so, and offers and sales of the Securities to an investor by an Offeror will be made, in accordance with any terms and other arrangements in place between such Offeror and such investor including as to price, allocations and settlement arrangements. Neither the Issuer nor the Dealer will be a party to any such arrangements with investors (except where the Issuer or the Dealer is itself the relevant Offeror) and, accordingly, this Listing Supplement and any relevant Pricing Supplement may not contain such information and, in such case, an investor must obtain such information from the relevant Offeror.

ANNEX 1 (PROGRAMME MEMORANDUM)

Programme Memorandum

for Unlisted Issues

Credit Suisse International

(Registered as unlimited in England and Wales under No. 2500199)

Debt Issuance Programme (Unlimited Programme Size)

Under its unlisted debt issuance programme described in this Programme Memorandum (the "Programme"), Credit Suisse International (the "Issuer"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Securities (the "Securities"). The Securities will be subject to the general terms and conditions set out in this Programme Memorandum as supplemented and/or modified by the terms set out in the product supplement relating to the particular type of Securities (each a "Product Supplement") and on the terms set out in a pricing supplement specific to a particular issue of Securities (each a "Pricing Supplement").

Restrictions have been imposed on offers and sales of the Securities and on the distribution of documents relating thereto in the United States of America, the United Kingdom, and the European Economic Area. The distribution of this document and offers and sales of the Securities in certain other jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, any such restrictions. See "Selling Restrictions".

This Programme Memorandum supersedes the Programme Memorandum for unlisted issues under the

Programme Memorandum dated 10 August 2006



Programme Memorandum dated 10 August 2006

In connection with the issue and sale of the Securities, no person is authorised to give any information or to make any representation not contained in this Programme Memorandum, and neither the Issuer nor any Dealer or Selling Agent (each as defined under "Selling Restrictions") accepts responsibility for any information or representation so given that is not contained herein. This Programme Memorandum does not constitute an offer of Securities, and may not be used for the purposes of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such offer or solicitation and no action is being taken to permit an offering of the Securities or the distribution of this Programme Memorandum in any jurisdiction where any such action is required except as specified in the relevant Pricing Supplement and/or Local Supplement. The delivery of this Programme Memorandum at any time does not imply that any information contained herein is correct at any time subsequent to the date hereof.

The distribution of this Programme Memorandum and the offering of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Programme Memorandum comes are required by the Issuer to inform themselves about, and to observe, any such restrictions.

The Securities have not been and will not be registered under the Securities Act of 1933 of the United States of America and are subject to U.S. tax law requirements. The Securities may not be offered, sold or delivered, directly or indirectly, in the United States of America, its territories and possessions and areas subject to its jurisdiction ("United States") or to U.S. persons as part of any distribution of the Securities. A further description of the restrictions on offers and sales of Securities in the United States or to U.S. persons is set forth below under "Subscription and Sale".

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INCORPORATION BY REFERENCE

This Programme Memorandum should be read and construed in conjunction with the relevant Product Supplement, the relevant Pricing Supplement and the relevant Local Supplement(s) (if any) which shall be incorporated by reference in this Programme Memorandum and which shall be deemed to modify or supersede the contents of this Programme Memorandum to the extent that a statement in any such document is inconsistent with such contents.

Copies of the documents incorporated herein by reference will be available, free of charge at the specified offices of the Agents while any Securities are outstanding.

SUPPLEMENTAL PROGRAMME MEMORANDUM

If the General Conditions are changed for subsequent issues of Securities under the Programme, the Issuer shall prepare an amendment or supplement to this Programme Memorandum or publish a replacement Programme Memorandum for use in connection with any subsequent issue of Securities and shall make available free of charge at the specified offices of the Agents copies of such supplement. References herein to the Programme Memorandum are to this document as amended, supplemented or replaced from time to time.

SUMMARY OF THE PROGRAMME

The following summary is qualified in its entirety by the remainder of this Programme Memorandum.

Issuer:	Credit Suisse International
Fiscal Agent:	JPMorgan Chase Bank, N.A.
Method of Issue:	The Securities will be issued in series (each a "Series") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Securities of each Series being intended to be interchangeable with all other Securities of that Series. Each Series may be issued in tranches (each a "Tranche") on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in a Product Supplement (if relevant) and a Pricing Supplement to this Programme Memorandum.
Issue Price:	Securities may be issued at their nominal amount or at a discount or premium to their nominal amount. Partly Paid Securities may be issued, the issue price of which will be payable in two or more instalments.
Form of Securities:	The Securities may be issued in bearer form only ("Bearer Securities"), in bearer form exchangeable for Registered Securities ("Exchangeable Bearer Securities") or in registered form only ("Registered Securities"). Each

Tranche of Bearer Securities and Exchangeable Bearer Securities will be represented on issue by a temporary Global Security or a permanent Global Security. Registered Securities will be represented by Certificates, one Security being issued in respect of each Securityholder's entire holding of Registered Securities of one Series. Certificates representing Registered Securities that are registered in the name of a nominee for one or more clearing systems are referred to as "Global Certificates".

Clearing Systems:

Clearstream, Luxembourg, Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer and the Fiscal Agent.

Initial Delivery of Securities:

On or before the issue date for each Series, the Global Security representing Bearer Securities or Exchangeable Bearer Securities or the Certificate representing Registered Securities may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Global Securities or Certificates relating to Securities may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer. Registered Securities that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.

Maturities:

Subject to compliance with all relevant laws, regulations and directives, any maturity between one month and 30 years.

Denomination:	Definitive Securities will be in such denominations as may be specified in the relevant Pricing Supplement.
Currencies:	Subject to compliance with all relevant laws, regulations and directives, Securities may be issued in any currency agreed between the Issuer and the relevant Dealers.
Fixed Rate Securities:	Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Pricing Supplement.
Floating Rate Securities:	Floating Rate Securities will bear interest determined separately for each Series 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 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.
Zero Coupon Securities:	Zero Coupon Securities may be issued at their nominal amount or at a discount to it and will not bear interest.
Interest Periods and Interest Rates:	The length of the interest periods for the Securities and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Securities may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Securities to bear interest at different rates in the same interest period. All such information will be set out in the relevant Pricing Supplement.
Redemption:	The relevant Pricing Supplement will specify the basis for calculating the redemption amounts payable.
Redemption by Instalments:	The Pricing Supplement issued in respect of each issue

of Securities that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Securities may be redeemed.

Other Securities:

Terms applicable to any other type of Securities that the Issuer and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Product Supplement and/or Pricing Supplement.

Optional Redemption:

The Pricing Supplement issued in respect of each issue of Securities will state whether such Securities may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption. See General Condition 5 for terms applicable to redemption prior to the Maturity Date.

Status of Securities:

The Securities will constitute unsubordinated and unsecured obligations of the Issuer as described in General Condition 3.

Early Redemption:

Except as provided in "Optional Redemption" above, Securities will be redeemable at the option of the Issuer prior to maturity only for tax or illegality reasons. See General Condition 5.

Withholding Tax:

All payments in respect of the Securities will be made free and clear of withholding taxes of the United Kingdom, subject to customary exceptions, all as described in General Condition 7.

Governing Law:

English.

Listing:

No application will be made to list any securities on any stock exchange.

Selling Restrictions:

UK, USA and EEA. See "Selling Restrictions".

GENERAL TERMS AND CONDITIONS OF THE SECURITIES

The following is the text of the general terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Product Supplement and Pricing Supplement, shall be applicable to the Securities in definitive form (if any) issued in exchange for the Global Security(ies) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the relevant Product Supplement and Pricing Supplement or (ii) these terms and conditions as amended, supplemented or varied by the relevant Product Supplement and Pricing Supplement (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Securities or on the Certificates relating to such Registered Securities. References in the Conditions to "Securities" are to the Securities of one Series only, not to all Securities that may be issued under the Programme.

The Securities (which expression shall include any Securities issued pursuant to General Condition 12) are issued pursuant to an Agency Agreement (as amended or supplemented as at the Issue Date, the "Agency Agreement") dated 10 August 2006 between the Issuer, JPMorgan Chase Bank, N.A. as fiscal agent and the other agents named in it. The fiscal agent, the paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "Fiscal Agent", the "Paying Agents" (which expression shall include the Fiscal Agent), the "Registrar", the "Transfer Agents" and the "Calculation Agent(s)" and together the "Agents"). The Securityholders (as defined in General Condition 1), the holders of the interest coupons (the "Coupons") relating to interest bearing Securities in bearer form and, where applicable in the case of such Securities, talons for further Coupons (the "Talons") (the "Couponholders") and the holders of the receipts for the payment of instalments of principal (the "Receipts") relating to Securities in bearer form of which the principal is payable in instalments are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

A copy of the Agency Agreement is available for inspection at the specified offices of each of the Paying Agents, the Registrar and the Transfer Agents.

The Securities of any series (a "Series") and of any tranche (a "Tranche") comprising, together with another Tranche or other Tranches, a Series, are subject to these General Conditions, as modified and/or supplemented by the terms of the relevant product supplement (each a "Product Supplement") relating to the relevant Securities (the "Product Terms") and the terms of the relevant pricing supplement (each a "Pricing Supplement") relating to the relevant Securities (the "Pricing Supplement Terms" and together with the Product Terms, the "Terms").

Expressions used herein and not defined shall have the meaning given to them in the relevant Terms. In the event of any inconsistency between the General Conditions and the Product Terms, the Product Terms will prevail. In the event of any inconsistency between the Pricing Supplement Terms, and the General Conditions and the Product Terms, the Pricing Supplement Terms will prevail.

1 Form, Denomination and Title

The Securities are issued in bearer form ("Bearer Securities", which expression includes Securities that are specified to be Exchangeable Bearer Securities), in registered form ("Registered Securities") or in bearer form exchangeable for Registered Securities ("Exchangeable Bearer Securities") in each case in the Specified Denomination(s).

All Registered Securities shall have the same Specified Denomination. Where Exchangeable Bearer Securities are issued, the Registered Securities for which they are exchangeable shall have the same Specified Denomination as the lowest denomination of Exchangeable Bearer Securities.

So long as the Securities are represented by a temporary Global Security, permanent Global Security or Global Certificate and the relevant clearing system(s) so permit, the Securities shall be tradeable only in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) provided hereon and integral multiples of the Tradeable Amount in excess thereof provided in the relevant Pricing Supplement.

The Securities are Fixed Rate Securities, Floating Rate Securities, Zero Coupon Securities, Instalment Securities or a Partly Paid Security, a combination of any of the foregoing or any other kind of Securities, depending upon the Interest and Redemption/Payment Basis.

Bearer Securities are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Securities in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Instalment Securities are issued with one or more Receipts attached.

Registered Securities are represented by registered certificates ("Certificates") and, save as provided in General Condition 2(c), each Certificate shall represent the entire holding of Registered Securities by the same holder.

Title to the Bearer Securities and the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Securities shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "Register"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Security, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

"Securityholder" means the bearer of any Bearer Security and the Receipts relating to it or the person in whose name a Registered Security is registered (as the case may be), "holder" (in relation to a Security, Receipt, Coupon or Talon) means the bearer of any Bearer Security, Receipt, Coupon or Talon or the person in whose name a Registered Security is registered (as the case may be) and capitalised terms have the meanings given to them herein.

2 Exchanges of Exchangeable Bearer Securities and Transfers of Registered Securities

- (a) **Exchange of Exchangeable Bearer Securities:** Subject as provided in General Condition 2(f), Exchangeable Bearer Securities may be exchanged for the same nominal amount of

Registered Securities at the request in writing of the relevant Securityholder and upon surrender of each Exchangeable Bearer Security to be exchanged, together with all unmatured Receipts, Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Security is surrendered for exchange after the Record Date (as defined in General Condition 6(b)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Securities may not be exchanged for Bearer Securities. Bearer Securities of one Specified Denomination may not be exchanged for Bearer Securities of another Specified Denomination. Bearer Securities that are not Exchangeable Bearer Securities may not be exchanged for Registered Securities.

- (b) **Transfer of Registered Securities:** One or more Registered Securities may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Securities to be transferred, together with the form of transfer endorsed on such Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Securities represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Securities and entries on the Register will be made subject to the detailed regulations concerning transfers of Securities scheduled to the Agency Agreement. the regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Securityholders. A copy of the current regulations will be made available by the Registrar to any Securityholder upon request.
- (c) **Exercise of Options or Partial Redemption in Respect of Registered Securities:** In the case of an exercise of an Issuer's or Securityholders' option in respect of, or a partial redemption of, a holding of Registered Securities represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an

option resulting in Registered Securities of the same holding having different terms, separate Certificates shall be issued in respect of those Securities of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Securities to a person who is already a holder of Registered Securities, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

- (d) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to General Conditions 2(a), (b) or (c) shall be available for delivery within three business days of receipt of the request for exchange, form of transfer or Exercise Notice (as defined in General Condition 5(e)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent (as defined in the Agency Agreement) the costs of such other method of delivery and/or such insurance as it may specify. In this General Condition 2(d), "business day" means a day, other than a Saturday or Sunday, on which banks are open for general business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).
- (e) **Exchange Free of Charge:** Exchange and transfer of Securities and Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

- (f) **Closed Periods:** No Securityholder may require the transfer of a Registered Security to be registered or an Exchangeable Bearer Security to be exchanged for one or more Registered Security(ies) (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Security, (ii) during the period of 15 days before any date on which Securities may be called for redemption by the Issuer at its option pursuant to General Condition 5(d), (iii) after any such Security has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Security called for redemption may, however, be exchanged for one or more Registered Security(ies) in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

3 Status

The Securities are unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* and rateably without any preference among themselves and equally with all other unsubordinated and unsecured obligations on the Issuer from time to time outstanding (other than obligations preferred by mandatory operation of law).

4 Interest and other Calculations

- (a) **Interest on Fixed Rate Securities:** Each Fixed Rate Security bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date.

If a Fixed Coupon Amount or a Broken Amount is specified in the relevant Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified in the relevant Terms.

- (b) **Interest on Floating Rate Securities:**

- (i) *Interest Payment Dates:* Each Floating Rate bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. Such Interest Payment Date(s) is/are either Specified Interest Payment Dates or, if there is no Specified Interest Payment Date, Interest Payment Date shall mean each date which falls the number of months or other period specified in the relevant Terms as the Specified Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Rate of Interest for Floating Rate Securities:* The Rate of Interest in respect of Floating Rate Securities for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated hereon) the Margin (if any). For the purposes of this sub-paragraph (iii), "ISDA Rate" for an Interest Accrual Period means a rate equal to the Floating

Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (x) the Floating Rate Option is as specified in the relevant Terms;
- (y) the Designated Maturity is a period specified in the relevant Terms; and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period.

For the purposes of this sub-paragraph (iii), "Floating Rate", "Calculation Agent" and "Swap Transaction" have the meanings given to those terms in the ISDA Definitions.

- (c) **Interest on Variable Rate Securities:** Each Variable Rate Security bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) in respect of each Interest Period equal to the Rate of Interest in respect of such Interest Period, such interest being payable in arrear on each Interest Payment Date.

The Rate of Interest and the Interest Amount payable shall be calculated by the Calculation Agent on the Interest Determination Date in accordance with General Condition 4(h).

If any date for payment in respect of any Variable Rate Security is not a business day (as defined in General Condition 6(h)), there shall be no adjustment to the duration of the relevant Interest Period and the holder of the relevant Security, Receipt or Coupon shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment.

- (d) **Zero Coupon Securities:** Where a Security the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Security. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Security shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in General Condition 5(b)(i)).

- (e) **Partly Paid Securities:** In the case of Partly Paid Securities (other than Partly Paid Securities which are Zero Coupon Securities), interest will accrue as aforesaid on the paid-up nominal amount of such Securities and otherwise as specified in the relevant Terms.
- (f) **Accrual of Interest:** Interest shall cease to accrue on each Security on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgement) at the Rate of Interest in the manner provided in this General Condition 4 to the Relevant Date (as defined in General Condition 7).
- (g) **Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts, Rate Multipliers and Rounding:**
- (i) If any Margin or Rate Multiplier is specified in the relevant Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Interest, or Instalment Amount or Final Redemption Amount is specified in the relevant Terms, then any Rate of Interest, or Instalment Amount, or Final Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "unit" means the lowest

transferable amount of such currency that is available as legal tender in the country of such currency.

- (h) **Calculations:** The amount of interest payable in respect of any Security for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Security by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in respect of such period, in which case the amount of interest payable in respect of such Security for such period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.
- (i) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts:** The Calculation shall, as soon as practicable on each Interest Determination Date or on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Securities for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer (if the Issuer is not the Calculation Agent) each of the Paying Agents, the Securityholders, any other Calculation Agent appointed in respect of the Securities that is to make a further calculation upon receipt of such information. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to General Condition 4(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the

event of an extension or shortening of the Interest Period. If the Securities become due and payable under General Condition 9, the accrued interest and the Rate of Interest payable in respect of the Securities shall nevertheless continue to be calculated as previously in accordance with this General Condition 4 but no publication of the Rate of Interest or the Interest Amount so calculated need be made.

- (j) **Definitions:** Unless the context otherwise requires, the following terms shall have the meanings set out below:

“Business Day” means:

- (i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (ii) in the case of euro, a day on which the TARGET system is operating (a “TARGET Business Day”); and/or
- (iii) in the case of a currency and/or one or more Additional Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Additional Business Centre(s) or, if no currency is indicated, generally in each of the Additional Business Centres;

“Day Count Fraction” means, in respect of the calculation of an amount of interest on any Security for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period, the “Calculation Period”):

- (i) if “Actual/365” or “Actual/Actual - ISDA” is specified in the relevant Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

- (ii) if "Actual/365 (Fixed)" is specified in the relevant Terms, the actual number of days in the Calculation Period divided by 365;
- (iii) if "Actual/360" is specified in the relevant Terms, the actual number of days in the Calculation Period divided by 360;
- (iv) if "30/360", "360/360" or "Bond Basis" is specified in the relevant Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month));
- (v) if "30E/360" or "Eurobond Basis" is specified in the relevant Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of a Calculation Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month); and
- (vi) if "Actual/Actual-ICMA" is specified in the relevant Terms:
 - (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (b) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days

in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

- (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year;

where:

“Determination Period” means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

“Determination Date” means the date specified as such in the relevant Terms or, if none is so specified, the Interest Payment Date;

“Interest Accrual Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date;

“Interest Amount” means the amount of interest payable, and in the case of Fixed Rate Securities, means the Fixed Coupon Amount or Broken Amount, as the case may be;

“Interest Commencement Date” means the Issue Date or such other date as may be specified in the relevant Terms;

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date;

“Interest Period Date” means each Interest Payment Date unless otherwise specified in the relevant Terms;

“ISDA Definitions” means the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.;

“Rate of Interest” means the rate of interest payable from time to time in respect of the Securities and that is either specified or calculated in accordance with the provisions in the relevant Terms; and

“TARGET System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System or any successor thereto.

5 Redemption, Purchase and Options

(a) Redemption by Instalments and Final Redemption:

(i) Unless previously redeemed, purchased and cancelled as provided in this General Condition 5 or the relevant Instalment Date is extended pursuant to any Issuer’s or Securityholder’s option in accordance with General Condition 5(d) or 5(e), each Security that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified hereon. The outstanding nominal amount of each such Security shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Security, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

(ii) Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer’s or Securityholder’s option in accordance with General Condition 5(d) or 5(e), each Security shall be finally redeemed on the Maturity Date at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Security falling within paragraph (i) above, its final Instalment Amount.

(b) Early Redemption:

(i) *Zero Coupon Securities:*

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Security, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Security pursuant to General Condition 5(c) or upon it becoming due and payable as provided in General Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Security unless otherwise specified in the relevant Terms.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Security shall be the scheduled Final Redemption Amount of such Security on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is specified, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Securities if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Security upon its redemption pursuant to General Condition 5(c) or upon it becoming due and payable as provided in General Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Security shall be the Amortised Face Amount of such Security as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Security becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Security on the Maturity Date together with any interest that may accrue in accordance with General Condition 4(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction.

- (ii) *Other Securities:* The Early Redemption Amount payable in respect of any Security (other than Securities described in (i) above), upon redemption of such

Security pursuant to General Condition 5(c) or upon it becoming due and payable as provided in General Condition 9, shall, unless otherwise specified in the relevant Terms, be the amount determined by the Calculation Agent that, in the case of redemption pursuant to General Condition 5(c) on the fifth Business Day in London prior to the due date for redemption or, in the case of redemption pursuant to General Condition 9, on the due date for redemption of such Security has the effect of preserving for the holder of such Security the economic equivalent of the obligation of the Issuer to make payments of principal and interest in respect of such Security that would, but for such redemption, have fallen due after such date.

(c) **Redemption for Taxation or Illegality Reasons:**

If

- (i) the Issuer determines that, upon payment in respect of the Securities, as a result of any amendment to, or change in, the laws of the United Kingdom or as a result of a change in the official interpretation or application thereof that becomes effective on or after the Issue Date, the Issuer would be required, for reasons outside its control, and after taking such reasonable measures to avoid such requirement (such measures not involving any material additional payments by, or expense for, the Issuer), to make any withholding or deduction referred to in General Condition 7; or
- (ii) the Issuer shall have determined in good faith that the performance of any of its obligations under the Securities or that any arrangements made to hedge its position under the Securities shall have or will become unlawful, illegal, or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or any change in the interpretation thereof;

then the Issuer may, having given not more than 30 nor less than 15 days' notice to Securityholders in accordance with General Condition 13 (which notice shall be

irrevocable), redeem all, but not some only, of the Securities at their Early Redemption Amount.

- (d) **Redemption at the Option of the Issuer and Exercise of Issuer's Options:** If Call Option is specified in the relevant Terms, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Securityholders (or such other notice period as may be specified in the relevant Terms) redeem, or exercise any Issuer's option (as may be described in the relevant Terms) in relation to, all or, if so provided, some, of the Securities on any Optional Redemption Date or Option Exercise Date, as the case may be. Any such redemption of Securities shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Securities of a nominal amount at least equal to the minimum nominal amount to be redeemed specified hereon and no greater than the maximum nominal amount to be redeemed specified hereon.

All Securities in respect of which any such notice is given shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this General Condition.

In the case of a partial redemption or a partial exercise of an Issuer's option, the notice to Securityholders shall also contain the certificate numbers of the Securities to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws or relevant authority requirements.

- (e) **Redemption at the Option of Securityholders and Exercise of Securityholders' Options:** If Put Option is specified in the relevant Terms, the Issuer shall, at the option of the holder of any such Security, upon the holder of such Security giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Security on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option or any other Securityholders' option that may be set out in the Terms (which must be exercised on an Option Exercise Date) the holder must deposit (in the case of Bearer Securities) such Security (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Securities) the Certificate representing such Security(ies) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("Exercise Notice") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Security or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

- (f) **Partly Paid Securities:** Partly Paid Securities will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this General Condition and the provisions specified hereon.
- (g) **Purchases:** The Issuer, any Subsidiary and/or any Affiliate of the Issuer may at any time purchase Securities (provided that all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price and may hold or recall them or surrender them as provided below for cancellation. References to "Affiliate" include any entity controlled, directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer and any entity under common control with the Issuer. References to "Subsidiary" mean a subsidiary as defined in Section 736 of the Companies Act 1985, as amended by Section 144 of the Companies Act 1989. As used herein, "control" means ownership of a majority of the voting power of the entity or, as the case may be, the Issuer and "controlled by" and "controls" shall be construed accordingly.
- (h) **Cancellation:** Securities purchased by or on behalf of the Issuer or any of its Subsidiaries or Affiliates may be surrendered for cancellation, in the case of Bearer Securities, by surrendering each such Security together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, in the case of Registered Securities, by surrendering the Certificate representing such Securities to the Registrar and, in each case, if so surrendered, shall, together with all Securities redeemed by the Issuer, be

cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Securities so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Securities shall be discharged.

- (i) **Reference to Principal:** References to principal shall be deemed to include, wherever the context so admits, any amounts payable under the Securities other than by way of interest.

6 Payments and Talons

- (a) **Bearer Securities:** Payments of principal and interest in respect of Bearer Securities shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Security), Securities (in the case of all other payments of principal and, in the case of interest, as specified in General Condition 6(f)(vi)) or Coupons (in the case of interest, save as specified in General Condition 6(f)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the Settlement Currency drawn on, or, at the option of the holder, by transfer to an account denominated in the Settlement Currency with, a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.
- (b) **Registered Securities:**
 - (i) Payments of principal (which for the purposes of this General Condition 6(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Securities shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.
 - (ii) Interest (which for the purpose of this General Condition 6(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered

Securities shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "Record Date"). Payments of interest on each Registered Security shall be made in the Settlement Currency by cheque drawn on a bank and mailed to the holder (or to the first-named of joint holders) of such Security at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the Settlement Currency specified by the payee with a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.

- (c) **Payments in the United States:** Notwithstanding the foregoing, payments in respect of Bearer Securities of which the Settlement Currency is U.S. dollars may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Securities in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.
- (d) **Payments Subject to Fiscal Laws:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of General Condition 7. No commission or expenses shall be charged to the Securityholders or Couponholders in respect of such payments.
- (e) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Securityholder or

Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Securities, (iii) a Transfer Agent in relation to Registered Securities and (iv) a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to any law implementing the Savings Directive (2003/48/EC) or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Securities of which the Settlement Currency is U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Securityholders.

(f) **Unmatured Coupons and Receipts and unexchanged Talons:**

(i) Unless the Securities provide that the relative Coupons are to become void upon the due date for redemption of those Securities, Bearer Securities should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to General Condition 8).

- (ii) If the Securities so provide, upon the due date for redemption of any Bearer Security, unmatured Coupons relating to such Security (whether or not attached) shall become void and no payment shall be made in respect of them.
 - (iii) Upon the due date for redemption of any Bearer Security, any unexchanged Talon relating to such Security (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
 - (iv) Upon the due date for redemption of any Bearer Security that is redeemable in instalments, all Receipts relating to such Security having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
 - (v) Where any Bearer Security that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Securities is presented for redemption without all unmatured Coupons, and where any Bearer Security is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
 - (vi) If the due date for redemption of any Security is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Security or Certificate representing it, as the case may be. Interest accrued on a Security that only bears interest after its Maturity Date shall be payable on redemption of such Security against presentation of the relevant Security or Certificate representing it, as the case may be.
- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Security, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet)

(but excluding any Coupons that may have become void pursuant to General Condition 8).

(h) **Non-Business Days:** If any date for payment in respect of any Security, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "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 the relevant place of presentation, in such jurisdictions as shall be specified as "Additional Financial Centres" and:

- (i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
- (ii) (in the case of a payment in euro) which is a TARGET Business Day.

7 Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Securities, the Receipts and the Coupons shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the United Kingdom or any political subdivision therein or thereof or any authority in or of the United Kingdom having power to tax, unless the withholding or deduction of such taxes or duties is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by Securityholders and Couponholders of such amounts as would have been received by them in the absence of such withholding or deduction; except that no such additional amount shall be payable with respect to any Security, Receipt or Coupon:

- (i) to or to a third party on behalf of a holder who is subject to such taxes or duties by reason of his being connected with the United Kingdom or any authority therein or thereof having power to tax otherwise than by reason only of the holding of any Security or Coupon or the receipt of principal or interest in respect thereof;

- (ii) to or to a third party or on behalf of a person who is able to avoid such withholding or deduction by making a declaration of non-residence or similar claim for exemption to the relevant tax authorities (which declaration or claim does not require disclosure of the identity of the relevant holders);
- (iii) presented for payment in the United Kingdom;
- (iv) 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 such additional amount on presenting the same for payment at the close of such 30-day period;
- (v) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the Savings Directive (2003/48/EC) or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (vi) (except in the case of Registered Securities) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Security, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

For the purpose of the Conditions, "Relevant Date" means, in respect of any payment, (i) the date on which such payment first becomes due and payable or (ii) if the full amount of moneys payable has not been received by the Fiscal Agent on or prior to such date, the date on which, the full amount of such moneys having been so received, notice to that effect is given to the Securityholders in accordance with General Condition 13.

Any reference in the General Conditions or the Terms to principal or interest shall be deemed to refer also to any additional amounts which may be payable under this General Condition.

8 Prescription

Claims against the Issuer for payment in respect of the Securities, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made

within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

9 Events of Default

If any one or more of the following events (each, an “Event of Default”) has occurred and is continuing:

- (a) the Issuer fails to pay any principal or interest due on the Securities within 30 days after the due date;
- (b) a resolution is passed, or a final order of a court in the United Kingdom is made and, where possible, not discharged or stayed within a period of 90 days, that the Issuer be wound up or dissolved; or
- (c) an encumbrancer takes possession or an administrative or other receiver or similar officer is appointed of the whole or substantially the whole of the assets or undertaking of the Issuer or an administration or similar order is made in relation to the Issuer and such taking of possession, appointment or order is not released, discharged or cancelled within 90 days; or
- (d) the Issuer ceases to carry on all or substantially all of its business or is unable to pay its debts within the meaning of section 123(1)(e) or (2) of the Insolvency Act 1986; or
- (e) the Issuer is adjudicated bankrupt or insolvent by a court of competent jurisdiction in England;

then the holder of any Security may be notice in writing given to the Fiscal Agent at its specified office, declare such Security immediately due and payable, whereupon such Security shall become redeemable at its Early Redemption Amount unless prior to the time when the Fiscal Agent receives such notice all Events of Default have been cured.

10 Meeting of Securityholders and Modifications

- (a) **Meetings of Securityholders:** The Agency Agreement contains provisions for convening meetings of Securityholders to consider any matter affecting their interests, including the

sanctioning by Extraordinary Resolution of a modification of any of these Conditions. Such a meeting may be convened by Securityholders holding not less than one tenth in nominal amount of the Securities for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Securities for the time being outstanding, or at any adjourned meeting two or more persons being or representing Securityholders whatever the nominal amount of the Securities held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to amend the dates of maturity or redemption of the Securities, any Instalment Date or any date for payment of interest or Interest Amounts on the Securities, (ii) to reduce or cancel the nominal amount of, or any other amount payable or deliverable on redemption of, the Securities, (iii) to reduce the rate or rates of interest in respect of the Securities or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Securities, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Final Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount or any other amount payable on the Notes or deliverable in respect of the Securities, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Securities, (vii) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply or (viii) to modify the provisions concerning the quorum required at any meeting of Securityholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent; or at any adjourned meeting not less than 25 per cent, in normal amount of the Securities for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Securityholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

- (b) **Modification of Agency Agreement:** The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Securityholders.

11 Replacement of Securities, Certificates, Receipts, Coupons and Talons

If a Security, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Fiscal Agent (in the case of Bearer Securities, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Securityholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Security, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Securities, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Securities, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

12 Further Issues

The Issuer may from time to time without the consent of the Securityholders or Couponholders create and issue further Securities having the same terms and conditions as the Securities (so that, for the avoidance of doubt, references in the conditions of such Securities to "Issue Date" shall be to the first issue date of the Securities) and so that the same shall be consolidated and form a single series with such Securities, and references in these Conditions to "Securities" shall be construed accordingly.

13 Notices

Notices to the holders of Registered Securities shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Securities shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*). If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first publication as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Securities in accordance with this General Condition.

14 Calculations and Determinations

Neither the Issuer nor the Calculation Agent shall have any responsibility for good faith errors or omissions in their calculations and determinations as provided in the Conditions, whether caused by negligence or otherwise. The calculations and determinations of the Issuer or Calculation Agent shall be made in accordance with the Conditions having regard in each case to the criteria stipulated herein and (where relevant) on the basis of information provided to or obtained by employees or officers of the Issuer or Calculation Agent responsible for making the relevant calculation or determination and shall, in the absence of manifest error, be final, conclusive and binding on Securityholders and Couponholders.

15 Third Parties

No person shall have any right to enforce any term or condition of the Securities under the Contracts (Rights of Third Parties) Act 1999 except and to the extent (if any) that the Securities expressly provide for such Act to apply to any of their terms.

16 Miscellaneous Definitions

Reference to "AUD" are to Australian dollars, references to "CAN" are to Canadian dollars, references to "DKr" are to Danish Krone, references to "EUR" and "€" are to euro, references to "GBP" and "£" are to pounds sterling, references to "HK\$" and "HKD" are to Hong Kong dollars, references to "JPY" and "¥" are to Japanese yen, references to "Nor" and "NOK" are to Norwegian Kroner, references to "SKr" are to Swedish Kronor, references to "CHF" and "Sfr" are to Swiss Francs and references to "USD" and "U.S.\$" are to United States dollars.

17 Governing Law and Jurisdiction

- (a) **Governing Law:** The Securities, the Receipts, the Coupons and the Talons are governed by, and shall be construed in accordance with, English law.
- (b) **Jurisdiction:** The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Securities, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Securities, Receipts, Coupons or Talons may be brought in such courts.

SUMMARY OF PROVISIONS RELATING TO THE SECURITIES WHILE IN GLOBAL FORM

Initial Issue of Securities

Global Securities are issued in CGS form. Upon the initial deposit of a Global Security with a common depository for Euroclear and Clearstream, Luxembourg (the "Common Depository") or registration of Registered Securities in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relevant Global Certificate to the Common Depository, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Securities equal to the nominal amount thereof for which it has subscribed and paid.

Securities that are initially deposited with the Common Depository may also be credited to the accounts of subscribers with (if indicated in the relevant Pricing Supplement) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Securities that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other clearing system as the holder of a Security represented by a Global Security must look solely to Euroclear, Clearstream, Luxembourg or such clearing system (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Security or the holder of the underlying Registered Securities as the case may be, and in relation to all other rights arising under the Global Securities, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or such clearing system (as the case may be). So long as the Securities are represented by a Global Security or Global Certificate and the relevant clearing system(s) so permit, the Securities shall be tradeable only in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest

Specified Denomination) provided hereon and integral multiples of the Tradeable Amount in excess thereof provided in the relevant Pricing Supplement.

Exchange

Global Security

Each Global Security will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under "Partial Exchange of Permanent Global Securities", in part for Definitive Securities or, in the case of (iii) below, Registered Securities:

- (i) if the permanent Global Security is an Exchangeable Bearer Security, by the holder giving notice to the Fiscal Agent of its election to exchange the whole or a part of such Global Security for Registered Securities, and
- (ii) otherwise, (1) if the permanent Global Security is held on behalf of Euroclear or Clearstream, Luxembourg or any other clearing system (an "Alternative Clearing System") and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so, or (2) if principal in respect of any Securities is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

Global Certificates

If the Pricing Supplement states that the Securities are to be represented by a Global Certificate on issue, the following will apply in respect of transfers of Securities held in Euroclear or Clearstream, Luxembourg or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Securities within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Securities may be withdrawn from the relevant clearing system.

Transfers of the holding of Securities represented by any Global Certificate pursuant to General Condition 2(b) may only be made in part:

- (i) if the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so
- (ii) if principal in respect of any Securities is not paid when due, or
- (iii) with the consent of the Issuer

provided that, in the case of the first transfer of part of a holding pursuant to (i) or (ii) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

Partial Exchange of Global Securities

For so long as a Global Security is held on behalf of a clearing system and the rules of that clearing system permit, such Global Security will be exchangeable in part on one or more occasions (1) for Registered Securities if the Global Security is an Exchangeable Bearer Security and the part submitted for exchange is to be exchanged for Registered Securities, or (2) for Definitive Securities if principal in respect of any Securities is not paid when due.

Delivery of Securities

On or after any due date for exchange the holder of a Global Security may surrender such Global Security or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Security, or the part thereof to be exchanged, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Securities and/or Certificates, as the case may be. In this Programme Memorandum, "Definitive Securities" means, in relation to any Global Security, the definitive Bearer Securities for which such Global Security may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Security and a Talon). Definitive Securities will be security printed and Certificates will be printed in accordance with any applicable legal requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each Global Security, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Securities.

Exchange Date

“Exchange Date” means a day falling not less than 60 days, or in the case of an exchange for Registered Securities five days, or in the case of failure to pay principal in respect of any Securities when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

Amendment to Conditions

The Global Securities and Global Certificates contain provisions that apply to the Securities that they represent, some of which modify the effect of the terms and conditions of the Securities set out in this Programme Memorandum. The following is a summary of certain of those provisions:

Payments

No payment falling due after the Exchange Date will be made on any Global Security unless exchange for Definitive Securities or Registered Securities is improperly withheld or refused. All payments in respect of Securities represented by a Global Security will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Securities, surrender of that Global Security to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Securityholders for such purpose. A record of each payment so made will be endorsed on each Global Security, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Securities.

Prescription

Claims against the Issuer in respect of Securities that are represented by a permanent Global Security will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in General Condition 8).

Meetings

The holder of a Global Security or of the Securities represented by a Global Certificate shall (unless such Global Security represents only one Security) be treated as being two persons for the purposes of any quorum requirements of a meeting of Securityholders and, at any such meeting, the holder of a Global Security shall be treated as having one vote in respect of each minimum Specified Denomination of Securities for which such Global Security may be exchanged. (All holders of Registered Securities are entitled to one vote in respect of each Security comprising such Securityholder's holding, whether or not represented by a Global Security.)

Cancellation

Cancellation of any Security represented by a Global Security that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant permanent Global Security.

Purchase

Securities represented by a Global Security may only be purchased by the Issuer, or any of its subsidiaries if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any).

Issuer's Option

Any option of the Issuer provided for in the Conditions of any Securities while such Securities are represented by a Global Security shall be exercised by the Issuer giving notice to the Securityholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Securities drawn in the case of a partial exercise of an option and accordingly no drawing of Securities shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Securities of any Series, the rights of accountholders with a clearing system in respect of the Securities will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg or any other clearing system (as the case may be).

Securityholders' Options

Any option of the Securityholders provided for in the Conditions of any Securities while such Securities are represented by a Global Security may be exercised by the holder of the Global Security giving notice to the Fiscal Agent within the time limits relating to the deposit of Securities with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Securities in respect of which the option has been exercised, and stating the nominal amount of Securities in respect of which the option is exercised and at the same time presenting the Global Security to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation.

Events of Default

Each Global Security provides that the holder may cause such Global Security, or a portion of it, to become due and repayable in the circumstances described in General Condition 9 by stating in the notice to the Fiscal Agent the nominal amount of such Global Security that is becoming due and repayable.

Notices

So long as any Securities are represented by a Global Security and such Global Security is held on behalf of a clearing system, notices to the holders of Securities of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Security.

SALE AND SUBSCRIPTION

The Issuer may appoint dealers (each a "Dealer") or selling agents (each a "Selling Agent") under a dealer agreement or selling agency agreement in respect of an issue of Securities and each Dealer and/or each Selling Agent will be required to comply with the selling restrictions set out below and any other selling restrictions as may be specified and/or applicable at the relevant time.

No action has been or will be taken by any Dealer or Selling Agent that would permit a public offering of the Securities or possession or distribution of any offering material in relation to the Securities in any jurisdiction where action for that purpose is required save as specified in the relevant Pricing Supplement. No offers, sales or deliveries of any Securities, or distribution of any offering material relating to the Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer.

United States

The Securities have not been and will not be registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and may not be offered, sold, or delivered within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Securities are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

The Dealer has agreed, except as permitted by applicable law, not to offer, sell or deliver the Securities (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each other Dealer to which it sells Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of Securities within the United States by the Dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

United Kingdom

The Dealer and/or Selling Agent will be required to represent and agree that:

- (a) it has only communicated or caused 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 the Securities in circumstances in which section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (Directive 2003/71/EC) (each, a “**Relevant Member State**”), the Dealer represents, warrants and agrees 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 Securities to the public (within the meaning of that Directive) in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Securities to the public in that Relevant Member State in circumstances which do not require the publication by the Issuer or the Dealer of a prospectus pursuant to the Prospectus Directive.

General

The offer and sale of the Securities will also be subject to such other restrictions on distribution and transfer as may be set out in the Pricing Supplement.

These selling restrictions may be modified by the agreement of the Issuer and the Dealer(s) following a change in a relevant law, regulation or directive. Any such modification will be set out in the Pricing Supplement issued in respect of the issue of Securities to which it relates or in a supplement to this Programme Memorandum.

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Securities, or possession or distribution of the Programme Memorandum or any other offering material or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

Each Dealer and/or Selling Agent will be required to agree that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Securities or has in its possession or distributes the

Programme Memorandum, any other offering material or any Pricing Supplement and neither the Issuer nor any other Dealer shall have responsibility therefor.

TAXATION

Interest on the Securities

Provided the Issuer continues to be a bank within the meaning of section 840A of the Income and Corporation Taxes Act 1988 (the "**Act**"), and provided that the interest on the Securities is paid in the ordinary course of its business within the meaning of section 349 of the Act, the Issuer will be entitled to make payments of interest under the Securities without withholding or deduction for or on account of United Kingdom income tax.

Payments of interest on the Securities may be made without deduction of or withholding on account of United Kingdom income tax provided that the Securities continue to be listed on a "recognised stock exchange" within the meaning of section 841 of the Act.

Interest on the Securities may also be paid without withholding or deduction on account of United Kingdom tax where interest on the Securities is paid to a person who belongs in the United Kingdom for United Kingdom tax purposes and, at the time the payment is made, the Issuer reasonably believes (and any person by or through whom interest on the Securities is paid reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest; provided that HM Revenue & Customs has not given a direction (in circumstances where it has reasonable grounds to believe that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

Interest on the Securities may also be paid without withholding or deduction on account of United Kingdom tax where the maturity of the Securities is less than 365 days.

In other cases, an amount must generally be withheld from payments of interest on the Securities on account of United Kingdom income tax at the lower rate (currently 20%). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Securityholder, HM Revenue & Customs can issue a notice to the Issuer to

pay interest to the Securityholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

Securityholders who are individuals may wish to note that HM Revenue & Customs has power to obtain information (including the name and address of the beneficial owner of the interest) from any person in the United Kingdom who either pays interest to or receives interest for the benefit of an individual. HM Revenue & Customs also has power to obtain information from any person in the United Kingdom who pays amounts payable on the redemption of Security which are deeply discounted securities for the purposes of the Income Tax (Trading and Other Income) Act 2005 to or receives such amounts for the benefit of an individual. Such information may include the name and address of the beneficial owner of the amount payable on redemption. Any information obtained may, in certain circumstances, be exchanged by HM Revenue & Customs with the tax authorities of the jurisdiction in which the Securityholder is resident for tax purposes.

EU Directive on the Taxation of Savings Income

The EU has adopted a Directive regarding the taxation of savings income. The Directive requires Member States to provide to the tax authorities of other Member States details of payments of interest and other similar income paid by a person to an individual in another Member State, except that Austria, Belgium and Luxembourg will instead impose a withholding system for a transitional period unless during such period they elect otherwise. A number of third countries and territories have adopted similar measures to the EU Directive.

GENERAL INFORMATION

Copies of the Agency Agreement will be available for inspection during normal business hours on any business day (except Saturdays, Sundays and legal holidays) at the offices of the Paying Agents.

Registered Office of the Issuer

Credit Suisse International

One Cabot Square

London E14 4QJ

Fiscal Agent, Transfer Agent and Principal Paying Agent

JPMorgan Chase Bank, N.A.

Trinity Tower

9 Thomas More Street

London

E1W 1YT

Transfer Agent, Registrar and Paying Agent

J.P. Morgan Bank Luxembourg S.A.

5 rue Plaetis

L-2338 Luxembourg

Legal Advisers

as to English law

Linklaters

One Silk Street

London EC2Y 8HQ

ANNEX 2 (PRODUCT SUPPLEMENT 1)

Credit Suisse International

Registered as unlimited in England and Wales under No. 2500199

Product Supplement for Share Securities, Share Basket Securities and Reverse Convertible Securities relating to the Debt Issuance Programme

This unlisted Product Supplement is supplemental to the Programme Memorandum dated 10 August 2006, as amended, restated or supplemented from time to time (the "Programme Memorandum") relating to the unlisted Debt Issuance Programme of Credit Suisse International (the "Issuer") and is in respect of Securities relating to specified Shares ("Share Securities") and baskets of specified Shares ("Share Basket Securities") and reverse convertible securities ("Reverse Convertible Securities").

This unlisted Product Supplement is supplemental to, and should be read and construed in conjunction with, the Programme Memorandum, the relevant Pricing Supplement, the relevant Local Supplement(s) (if any) and all other documents which are incorporated by reference therein. Terms defined in the Programme Memorandum and/or the relevant Pricing Supplement have the same meaning in this Product Supplement.

In the event of any inconsistency between the General Conditions and the Product Terms, the Product Terms will prevail. In the event of any inconsistency between the Pricing Supplement Terms and the General Conditions and the Product Terms, the Pricing Supplement Terms will prevail.

The attention of any prospective purchaser is drawn to "Investment Considerations" in the Programme Memorandum. Any prospective purchaser should conduct its own investigation into the securities to which the Securities are linked and, in deciding whether or not to purchase the Securities, should form its own view of the merits of an investment related to the relevant Shares based upon such investigations and not solely in reliance upon any information given in the Programme Memorandum, this Product Supplement, the relevant Pricing Supplement and/or the relevant Local Supplement(s) (if any) (together, the "Issue Documentation") .

In connection with the issue and sale of the Securities, no person is authorised to give any information or to make any representation not contained in the Issue Documentation, and neither the Issuer nor any Dealer or Selling Agent accepts responsibility for any information or representation so given that is not contained in the Issue Documentation. The Issue Documentation does not constitute an offer of Securities, and may not be used for the purposes of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such offer or solicitation. No action is being taken to permit an offering of the Securities or the distribution of the Issue Documentation in any jurisdiction where any such action is required except as specified in the relevant Pricing Supplement and/or Local Supplement(s) (if any).

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PRODUCT TERMS OF SHARE SECURITIES, SHARE BASKET SECURITIES AND REVERSE CONVERTIBLE SECURITIES

The following are the product terms and conditions of the Securities which, subject to the General Conditions of the Securities and the provisions of the relevant Pricing Supplement, will apply to Share Securities, Share Basket Securities and Reverse Convertible Securities.

1 Definitions

“Affected Share Issuer” is as defined in Product Term 6.

“Affected Shares” is as defined in Product Term 6.

“Alternative Clearance System” is as defined in the relevant Pricing Supplement.

“Averaging Date” means, subject as provided in Product Term 3, in respect of the Valuation Date in respect of a Share, each date so specified or otherwise determined in respect of that Share as provided in the relevant Pricing Supplement (or, if any such date is not a Scheduled Trading Day in respect of that Share, the next following such Scheduled Trading Day).

“Banking Day” means, in respect of any city, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in such city.

“Basket” means a basket composed of Shares of more than one Share Issuer as specified in the relevant Pricing Supplement in the relative proportions or numbers of Shares of each Share Issuer specified in the relevant Pricing Supplement.

“Business Day” means, in respect of any city, a day on which commercial banks and foreign exchange markets settle payments in that city.

“Clearance System(s)” is as defined in the General Conditions.

“Combined Consideration” means New Shares in combination with Other Consideration.

“Currency Business Day” means a day which is a Banking Day in the Additional Business Day Centre(s) if any (as specified in the relevant Pricing Supplement) and on which (unless the Settlement Currency is euro) commercial banks and foreign exchange markets are generally open to settle payments in the city or cities determined by the Issuer to be the principal financial centre(s) for the Settlement Currency, and if the Settlement Currency is euro, which is also a TARGET Settlement Day.

“Delisting” is as defined in Product Term 4.

“Delivery Day” means a day on which Shares comprised in the Share Amount(s) may be delivered to the Securityholders in the manner which the Issuer has determined to be appropriate.

“Delivery Expenses” means the expenses, including any taxes, duties and registration fees arising from the delivery and/or transfer of any Share Amount.

“Delivery Notice” means a notice as referred to in Product Term 2(b).

“Disrupted Day” means, in respect of a Share, any Scheduled Trading Day on which (i) the Exchange fails to open for trading during its regular trading session, (ii) any Related Exchange fails to open for trading during its regular trading session or (iii) on which a Market Disruption Event has occurred.

“Disruption Cash Settlement Price” means in respect of each Security, an amount in the Settlement Currency equal to the fair market value of the Share Amount (taking into account, where the Settlement Disruption Event affected some but not all of the Shares comprising the Share Amount and such non-affected Shares have been duly delivered as provided above, the value of such Shares), less the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Issuer.

“Early Closure” means, in respect of a Share, the closure on any Exchange Business Day of any relevant Exchange or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

“Exchange” means, in respect of a Share, the stock exchange so specified in the relevant Pricing Supplement or such other stock exchange on which such Share is, in the determination of the Issuer, traded or quoted as the Issuer may (in its absolute discretion) select and notify to Securityholders in accordance with General Condition 13 or (in any such case) any transferee or successor exchange.

“Exchange Business Day” means, in respect of a Share, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Disruption” means, in respect of a Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Issuer) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the Exchange, or (ii) to effect transactions in, or obtain market values for, futures or options relating to the Share on any relevant Related Exchange.

“Exchange-traded Contract” means, in respect of a Share, the contract specified as such for that Share in the relevant Pricing Supplement.

“Extraordinary Dividend” means, in respect of a Share, an amount specified or otherwise determined as provided in the relevant Pricing Supplement. If no Extraordinary Dividend is specified or otherwise determined as provided in the relevant Pricing Supplement, the characterisation of a dividend or portion thereof as an Extraordinary Dividend shall be determined by the Issuer.

“Final Share Price” means, in respect of a Share, the price of one Share at the Valuation Time on the Valuation Date as determined by the Issuer.

“Fractional Amount” means any fractional interest in one Share to which a Securityholder would be entitled pursuant to Product Term 2(c)(iii).

“Fractional Cash Amount” means, in respect of each Security and in respect of Shares of a Share Issuer, the amount in the Settlement Currency (rounded to the nearest smallest transferable unit of such currency, half such a unit being rounded upwards) calculated by the Issuer in accordance with the following formula:

Fractional Cash Amount = (the Final Share Price x Fractional Amount x FX Rate).

“FX Rate” means, in respect of a Share, the prevailing spot rate determined by the Issuer in its discretion as the number of units of the Settlement Currency that could be bought with one unit of the currency in which the relevant Share is quoted on the relevant Exchange on the relevant Averaging Date, Initial Averaging Date, Initial Setting Date or Valuation Date, as the case may be.

“Initial Averaging Date” means, subject as provided in Product Term 3, in respect of the Initial Setting Date in respect of a Share, each date specified or otherwise determined in respect of that Share as provided in the relevant Pricing Supplement (or, if any such date is not a Scheduled Trading Day in respect of that Share, the next following such Scheduled Trading Day).

“Initial Setting Date” means, in respect of a Share, subject as provided in Product Term 3, the date so specified in the relevant Pricing Supplement (or, if that day is not a Scheduled Trading Day in respect of that Share, the next following such Scheduled Trading Day).

“Initial Share Price” is as defined in the relevant Pricing Supplement.

“Interim Valuation Date” means, in respect of a Share, subject as provided in Product Term 3, any date specified as such in the relevant Pricing Supplement or, if that day is not a Scheduled Trading Day for the relevant Share, it shall be the next following day that is a Scheduled Trading Day for that Share.

“Market Disruption Event” means, in respect of a Share, the occurrence or existence on any Scheduled Trading Day of a Trading Disruption or an Exchange Disruption which in either case the Issuer determines is material or an Early Closure.

“Maturity Date” means the date so specified in the relevant Pricing Supplement.

“Merger Date” means, in respect of a Merger Event of a Share Issuer, the closing date of such Merger Event or, where the Issuer determines that a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Issuer.

“Merger Event” means, in respect of any Shares, any (a) reclassification or change of the Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding, to another entity or person, (b) consolidation, amalgamation, merger or binding share exchange of the relevant Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which the relevant Share Issuer is the continuing entity and which does not result in reclassification or change of all of such Shares outstanding) or (c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the relevant Share Issuer that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (d) consolidation, amalgamation, merger or binding share exchange of the relevant Share Issuer or its subsidiaries with or into another entity in which such Share Issuer is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event (a “Reverse Merger”), in each case if the Merger Date is on or before the relevant Valuation Date.

“Nationalisation” is as defined in Product Term 4.

“New Shares” means ordinary or common shares, whether of the entity or person (other than the Share Issuer) involved in the Merger Event or the making of the Tender Offer or a third party, that

are, or that as of the Merger Date or Tender Offer Date are promptly scheduled to be, (i) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member of state of the European Union) or on another exchange acceptable to the Issuer and (ii) not subject to any currency exchange controls, trading restrictions or other trading limitations.

“Nominal Amount” means, in respect of each Security, its Specified Denomination.

“Number of Shares” means, in respect of a Share, subject to Product Term 4, the number of Shares specified as such in the relevant Pricing Supplement.

“Observation Date” means, subject as provided in Product Term 3, in respect of a Share, each date so specified or otherwise determined in respect of that Share as provided in the relevant Pricing Supplement (or, where there is no Observation Period, if any such date is not a Scheduled Trading Day in respect of that Share, the next following such Scheduled Trading Day).

“Observation Period” means, subject as provided in Product Term 3, in respect of a Share, the period so specified or otherwise determined in respect of that Share as provided in the relevant Pricing Supplement.

“Official Settlement Price” means, in relation to an Exchange-traded Contract, the official settlement price (however described under the rules of the relevant exchange or its clearing house) on maturity of that Exchange-traded Contract.

“Other Consideration” means cash and/or any securities (other than New Shares) on assets (whether of the entity or person (other than the Share Issuer) involved in the Merger Event or the making of the Tender Offer or a third party).

“Potential Adjustment Event” is as defined in Product Term 4(a).

“Presentation Date” is as defined in the relevant Pricing Supplement.

“Redemption Amount” is as defined in the relevant Pricing Supplement.

“Related Exchange(s)” means, in respect of a Share, the Related Exchange(s), if any, as specified in the relevant Pricing Supplement, or such other options or futures exchange(s) as the Issuer may, in its absolute discretion, select and notify to Securityholders in accordance with General Condition 13 or, in any such case, any transferee or successor exchange, provided however, that where “All Exchanges” is specified as the Related Exchange in the relevant Pricing Supplement “Related Exchange” shall mean each exchange or quotation system where trading has a material effect (as determined by the Issuer) on the overall market for futures or options contracts relating to such Share.

“Relevant Exchange Rate” means the reference exchange rate for the conversion of the relevant currency into the Settlement Currency (or, if no such direct exchange rates are published, the effective rate resulting from the application of rates into and out of one or more intermediate currencies) as the Issuer may determine to be the prevailing spot rate for such exchange.

“Reverse Merger” is as defined under “Merger Event”.

“Scheduled Closing Time” means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside the regular trading session hours.

“Scheduled Trading Day” means, in respect of a Share, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“Settlement Currency” is as defined in the relevant Pricing Supplement.

“Settlement Disruption Event” means an event determined by the Issuer to be beyond the control of the Issuer as a result of which the Issuer cannot transfer (or it would be contrary to applicable laws and regulations for the Issuer to transfer) Shares comprised in the Share Amount(s) in accordance with the Conditions.

“Share” means, subject to Product Term 6, each share specified in the relevant Pricing Supplement.

“Share Amount” means, subject as provided in Product Term 2(c)(iii) and Product Term 4, in respect of each Security, the number of Shares so specified in the relevant Pricing Supplement.

“Share Basket Security” means a Security relating to a basket of specified Shares.

“Share Delivery Date” means, in respect of a Share, subject as provided in Product Term 2(c)(ii), the Maturity Date or, if such day is not a Delivery Day, the first succeeding Delivery Day.

“Share-for-Combined” means, in respect of a Merger Event or Tender Offer, that the consideration for the relevant Shares consists of Combined Consideration.

“Share-for-Other” means, in respect of a Merger Event or Tender Offer, that the Consideration for the relevant Shares consists solely of Other Consideration.

“Share-for-Share” means (i) in respect of a Merger Event or Tender Offer, that the consideration for the relevant Shares consists (or, at the option of the holders of such Shares, will consist) solely of New Shares, and (ii) a Reverse Merger.

“Share Issuer” is, subject to Product Term 6, as defined in the relevant Pricing Supplement.

“Share Price” means on any day, the price of the relevant Share quoted on the relevant Exchange as determined by the Issuer as at the Valuation Time on such day.

“Share Security” means a Security relating to one or more Shares of a single Share Issuer.

“Substitute Share Issuer” means a company as determined by the Issuer in its absolute discretion.

“TARGET Settlement Day” means a day on which the TARGET System or any successor thereto is operating, where “TARGET” means Trans-European Automated Real-Time Gross Settlement Express Transfer.

“Tender Offer” means, in respect of any Shares, a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, more than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the relevant Share Issuer, as determined by the Issuer, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Issuer deems in its determination relevant.

“Tender Offer Date” means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold specified in the relevant Pricing Supplement are actually purchased or otherwise obtained (as determined by the Issuer).

“Trading Disruption” means, in respect of a Share, any suspension of or limitation imposed on trading (i) by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise, or (ii) in futures or options contracts relating to the Share.

“Valid Date” is as defined in Product Term 3(b).

“Valuation Date” means, in respect of a Share, either (a) subject as provided in Product Term 3, either the date specified as such in the Pricing Supplement or, if that day is not a Scheduled Trading Day for that Share, the next following day that is a Scheduled Trading Day for that Share, or (b) if “Exchange-traded Price Valuation” is specified in the relevant Pricing Supplement for that Share, the Valuation Date shall be the date specified as such in the Pricing Supplement provided that the Official Settlement Price is published on that day (irrespective of whether that day is a Disrupted Day) failing which the Valuation Date shall be determined as provided in (a) above.

“Valuation Time” means, in respect of a Share, the time specified as such in the relevant Pricing Supplement or, if no such time is specified the close of trading on the relevant Exchange in relation to that Share or in either such case, such other time as the Issuer may select in its absolute discretion and notify to Securityholders in accordance with General Condition 13.

If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

Terms defined in the Programme Memorandum and/or the relevant Pricing Supplement have the same meaning in this Product Memorandum.

In the event of any inconsistency between the General Conditions and the Product Terms, the Product Terms will prevail. In the event of any inconsistency between the Pricing Supplement Terms and the General Conditions and the Product Terms, the Pricing Supplement Terms will prevail.

2 Redemption of Reverse Convertible Securities

This Product Term only applies to Securities specified as Reverse Convertible Securities in the relevant Pricing Supplement.

(a) At Maturity

Unless previously redeemed or purchased and cancelled, each Security shall be redeemed by the Issuer either:

- (i) at its Nominal Amount on the Maturity Date; or
- (ii) if the Issuer so elects in its sole and absolute discretion, by delivery of the Share Amounts on the Share Delivery Date (in lieu of payment of the Nominal Amount) and payment on the Maturity Date of any Fractional Cash Amount.

The Issuer shall, promptly after the Valuation Date, give notice to the Fiscal Agent and to the Securityholders in accordance with General Condition 13 as to whether the Securities shall be redeemed pursuant to (i) or (ii) above.

If the Securities are to be redeemed pursuant to (ii) above, the aggregate Share Amounts in respect of the Securities shall be delivered subject to and in accordance with this Product Term 2.

(b) *Delivery Notices*

In order to obtain delivery of the Share Amount(s) if the Securities are to be redeemed in accordance with Product Term 2(a)(ii), the relevant Securityholder must deliver to any Paying Agent, on or before the Presentation Date, the relevant Security(s) and a duly completed Delivery Notice.

The Delivery Notice shall be substantially in such form as the Issuer may determine and copies may be obtained from any Agent.

The Delivery Notice must:

- (i) specify the name and address of the relevant Securityholder and the securities account in Clearstream, Luxembourg, Euroclear or the Alternative Clearance System to be credited with the relevant Share Amounts;
- (ii) authorise the production of such notice in any applicable administrative or legal proceedings.

No Delivery Notice may be withdrawn after receipt thereof by a Paying Agent.

Failure properly to complete and deliver a Delivery Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these Conditions shall be made by the relevant Paying Agent, after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Securityholder.

If the relevant Security and the related Delivery Notice are delivered or are deemed to be delivered to any Paying Agent on a day that is not a Banking Day in London, such Security and Delivery Notice shall be deemed to be delivered on the next following Banking Day in London.

If the holder of a Security does not deliver the Security and a Delivery Notice, in each case as set out above, on or before the Presentation Date as provided above, then the Issuer shall have no obligation to make delivery of the Share Amount in respect of such Security unless and until a duly completed Delivery Notice (together with the relevant Security) are each delivered as provided above and delivery of such Share Amount shall be made as soon as possible thereafter but not earlier than the Share Delivery Date.

All Delivery Expenses shall be for the account of the relevant Securityholder and no delivery and/or transfer of any Share Amount shall be required to be made until all Delivery Expenses have been paid to the satisfaction of the Issuer by such Securityholder.

For the avoidance of doubt, the relevant holder of a Security shall not be entitled to any additional or further payment by reason of the delivery of the Share Amount in respect of such Security occurring after the Share Delivery Date as a result of such Delivery Notice or Security being delivered after the Presentation Date.

Securityholders should note that, since the Presentation Date falls before the Valuation Date, they will not know by then whether the Securities will be redeemed at their principal amount or by delivery of the Share Amount. However, if the Delivery Notice and the relevant Securities are not delivered by the Presentation Date in accordance with this Condition and the Securities are to be redeemed by delivery of the Share Amount, the Securityholder will receive the Share Amount later than if the Delivery Notice and the relevant Securities had

been so delivered by the Presentation Date. If the Securities are to be redeemed at their Nominal Amount payment will be made against presentation in accordance with General Condition 6.

(c) *Share Amounts*

(i) *Delivery of Share Amounts*

Without prejudice to Product Term 2(c)(ii), if the Securities are to be redeemed in accordance with Product Term 2(a)(ii), the Issuer shall on the Share Delivery Date, deliver or procure the delivery of the Share Amount in respect of each Security to such account at Clearstream, Luxembourg, Euroclear or the Alternative Clearance System as may be specified in the relevant Delivery Notice at the risk and expense of the relevant Securityholder. As used herein, "delivery" in relation to any Share Amount means the carrying out of the steps required of the Issuer (or such person as it may procure to make the relevant delivery) in order to effect the transfer of the relevant Share Amount in accordance with the relevant Delivery Notice and "deliver" shall be construed accordingly. The Issuer shall not be responsible for any delay or failure in the transfer of such Share Amount once such steps have been carried out, whether resulting from settlement periods of clearing systems, acts or omissions of registrars, incompatible or incorrect information being contained in the Delivery Notice or otherwise and shall have no responsibility for the lawfulness of the acquisition of the Shares comprising the Share Amount or any interest therein by any Securityholder or any other person.

In respect of each Share comprising the Share Amount, the Issuer shall not be under any obligation to register or procure the registration of the Securityholder or any other person as the registered shareholder in the register of members of the Share Issuer.

Securityholders should note that the actual date on which they become holders of the Shares comprising their Share Amount will depend, among other factors, on the procedures of the relevant clearing systems and share registrar and the effect of any Settlement Disruption Events.

The Issuer shall not at any time be obliged to account to a Securityholder for any amount or entitlement that it receives by way of a dividend or other distribution in respect of any of the Shares. Dividends and distributions in respect of the Shares which constitute a Potential Adjustment Event may however result in an adjustment being made pursuant to Product Term 4.

Neither the Issuer nor any other person shall (i) be under any obligation to deliver (or procure delivery) to such Securityholder or any other person, any letter, certificate, notice, circular or any other document received by that person in its capacity as the holder of such Shares, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such Shares or (iii) be under any liability to such Securityholder or any subsequent beneficial owner of such Shares in respect of any loss or damage which such Securityholder or subsequent beneficial owner may sustain or suffer as a result, whether directly or indirectly, of that person being registered at any time as the legal owner of such Shares.

(ii) *Settlement Disruption*

If the Issuer determines that delivery of any Share Amount in respect of any Security by the Issuer in accordance with the Conditions is not practicable or permitted by reason of a Settlement Disruption Event subsisting, then the Share Delivery Date in respect of such Security shall be postponed to the first following Delivery Day in respect of which no such Settlement Disruption Event is subsisting and notice thereof shall be given to the relevant Securityholder by mail addressed to it at the address specified in the relevant Delivery Notice or in accordance with General Condition 13 provided that the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Security by delivering or procuring the delivery of such Share Amount using such other commercially reasonable manner as it may select and in such event the Share Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of such Share Amount in such other commercially reasonable and lawful manner. No Securityholder shall be entitled to any payment whether of interest or otherwise on such Security in the event of any delay in the delivery of the Share Amount pursuant to this paragraph and no liability in respect thereof shall attach to the Issuer.

Where a Settlement Disruption Event affects some but not all of the Shares comprising the Share Amount, the Share Delivery Date for the Shares comprising such Share Amount but not affected by the Settlement Disruption Event will be the originally designated Share Delivery Date.

For so long as delivery of the Share Amount in respect of any Security is not practicable or permitted by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy its obligations in respect of each relevant Security by payment to the relevant Securityholder of the Disruption Cash Settlement Price on the third Currency Business Day following the date that notice of such election is given to the Securityholders in accordance with General Condition 13. Payment of the Disruption Cash Settlement Price will be made in such manner as shall be notified to the Securityholders in accordance with General Condition 13.

The Issuer shall give notice as soon as practicable to the Securityholders in accordance with General Condition 13 that a Settlement Disruption Event has occurred.

(iii) *Aggregate Share Amount*

The aggregate Share Amount to which a Securityholder may be entitled will be determined on the basis of the aggregate number of Securities which are the subject of the relevant Delivery Notice. The Issuer shall not be obliged to deliver a fraction of a Share but shall be obliged to account for the Fractional Cash Amount of any such fraction to the relevant Securityholder on the Maturity Date and the Share Amount to be delivered shall be rounded down to the next integral number of Shares.

(d) *Prescription*

Claims for payment of principal or delivery of any Share Amount in respect of the Securities shall become void upon the expiry of ten years from the Relevant Date in respect thereof or, in the case of delivery, from the Share Delivery Date.

3 Disrupted Days

- (a) *Unless Initial Averaging Dates or Averaging Dates are specified as applicable to the Initial Setting Date or the Valuation Date in the relevant Pricing Supplement, the following provisions will apply to the Initial Setting Date or the Valuation Date (as the case may be) and these provisions shall in any case apply to Interim Valuation Dates and shall apply to Observation Dates unless there is an Observation Period and to the Valuation Date in respect of Reverse Convertible Securities:*

If the Issuer determines that any Initial Setting Date, Interim Valuation Date, Observation Date or Valuation Date, is a Disrupted Day in respect of a Share, then the Initial Setting Date, Interim Valuation Date, Observation Date or Valuation Date, as the case may be, in respect of that Share will be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that Share, unless each of the eight Scheduled Trading Days immediately following the original date that, but for the determination by the Issuer of the occurrence of a Disrupted Day, would have been such Initial Setting Date, Interim Valuation Date, Observation Date or Valuation Date, as the case may be, is a Disrupted Day. In that case, (i) that eighth Scheduled Trading Day will be deemed to be the Initial Setting Date, Interim Valuation Date, Observation Date or Valuation Date, as the case may be, in respect of that Share, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Issuer shall determine the price of one such Share as its good faith estimate of the price of one such Share that would have prevailed, but for the occurrence of a Disrupted Day, at the Valuation Time on that eighth Scheduled Trading Day.

- (b) *If Initial Averaging Dates or Averaging Dates are specified as applicable in the relevant Pricing Supplement, then the following provisions will apply in relation thereto and, if an Observation Period is specified as applicable in the relevant Pricing Supplement, the following provisions will apply in relation to the Observation Dates:*

If the Issuer determines that an Initial Averaging Date, Averaging Date or Observation Date is a Disrupted Day in respect of a Share and if, under “Initial Averaging Date Disrupted Day”, “Averaging Date Disrupted Day” or “Observation Date Disrupted Day” (as the case may be) in the relevant Pricing Supplement, the consequence specified is:

- (i) “Omission”, then such Initial Averaging Date, Averaging Date or Observation Date (as the case may be) will be deemed not to be a relevant Initial Averaging Date, Averaging Date or Observation Date (as the case may be) for the purposes of determining the relevant Redemption Amount and/or the relevant Interim Payment, as the case may be, provided that, if through the operation of this provision there would not be an Initial Averaging Date, Averaging Date or Observation Date (as the case may be) then Product Term 3(a) will apply *mutatis mutandis* for the purposes of determining the relevant price or amount on the final Initial Averaging Date, final Averaging Date or final Observation Date, as the case may be;
- (ii) “Postponement”, then Product Term 3(a) will apply *mutatis mutandis* for purposes of determining the relevant price or amount on that Initial Averaging Date, Averaging Date or Observation Date (as the case may be) irrespective of whether, pursuant to such determination, that deferred Initial Averaging Date, Averaging Date or Observation Date (as the case may be) would fall on a day that already is or is deemed to be an Initial Averaging Date, Averaging Date or Observation Date (as the case may be) in respect of that Share; or

- (iii) "Modified Postponement", then the Initial Averaging Date, Averaging Date or Observation Date (as the case may be) shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Initial Averaging Date, Averaging Date, Observation Date or Disrupted Day in respect of that Share, would have been the final Initial Averaging Date, final Averaging Date or final Observation Date, as the case may be, then (A) that eighth Scheduled Trading Day shall be deemed the Initial Averaging Date, Averaging Date or Observation Date (as the case may be) in respect of that Share (irrespective of whether that eighth Scheduled Trading Day is already an Initial Averaging Date, Averaging Date or Observation Date (as the case may be)), and (B) the Issuer shall determine the relevant price for that Initial Averaging Date, Averaging Date or Observation Date (as the case may be) with its good faith estimate of the Exchange traded price for the relevant Share that would have prevailed, but for the occurrence of a Disrupted Day, at the Valuation Time on that eighth Scheduled Trading Day.

"Valid Date" means a Scheduled Trading Day which the Issuer determines is not a Disrupted Day and on which another Initial Averaging Date, Averaging Date or Observation Date (as the case may be) does not or is not deemed to occur.

4 Adjustments

(a) Adjustments

Following the declaration by any Share Issuer of a Potential Adjustment Event (as defined below) or following any adjustment to the settlement terms of listed contracts on the relevant Shares traded on a Related Exchange, the Issuer will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Shares and, if so, will (i) make the corresponding adjustment, if any, to the calculation of the Final Redemption Amount and/or any other relevant terms as the Issuer determines, in its absolute discretion, appropriate to account for that diluting or concentrative effect including in the case of a Share Basket Security, if Share Substitution is specified as applicable in the relevant Pricing Supplement and the Issuer so determines in its absolute discretion, the replacement of the relevant Share Issuer and its Shares as provided in Product Term 6 and (ii) determine the effective date(s) of the adjustment(s). In that case, such adjustments shall be deemed to be so made from such date(s).

The Issuer may (but need not) in its absolute discretion determine the appropriate adjustments by reference to the adjustment(s) in respect of such Potential Adjustment Event made by any Related Exchange to listed contracts on the relevant Shares traded on such Related Exchange.

For the purposes hereof:

"Potential Adjustment Event" means with respect to any Share Issuer, any of the following:

- (A) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event), or a free distribution or dividend of any Shares to existing holders by way of bonus, capitalisation or similar issue;
- (B) a distribution, issue or dividend to existing holders of the relevant Shares of (1) such Shares or (2) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of such Share Issuer equally or proportionately with such payments to holders of such Shares, or (3) share capital or

other securities of another issuer acquired or owned (directly or indirectly) by such Share Issuer as a result of a spin-off or other similar transaction, or (4) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Issuer;

- (C) an Extraordinary Dividend;
- (D) a call by it in respect of Shares that are not fully paid;
- (E) a repurchase by it or any of its subsidiaries of its Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (F) an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Share Issuer pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Issuer, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (G) any other event that may have a diluting or concentrating effect on the theoretical value of the relevant Shares.

(b) Consequences of a Merger Event

The following provisions will apply if the Issuer determines that a Merger Event has occurred:

(i) Alternative Obligation

If under “Consequences of a Merger Event” in relation to “Share-for-Share”, “Share-for-Other” or “Share-for-Combined”, the consequence specified in the relevant Pricing Supplement is “Alternative Obligation”, then except in respect of a Reverse Merger, on or after the relevant Merger Date, the New Shares and/or the amount of Other Consideration, if applicable (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable), and their issuer (if any) will be deemed the relevant “Shares” and the relevant “Share Issuer”, respectively, the number of New Shares and/or the amount of Other Consideration, if applicable, (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant Number of Shares immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event will be deemed the relevant “Number of Shares” and, if the Issuer determines it to be appropriate, the Issuer will adjust any relevant terms as it may, in its discretion determine, including, in the case of a Share Basket Security, if Share Substitution is specified as applicable in the relevant Pricing Supplement and the Issuer so determines in its absolute discretion, the replacement of the relevant Share Issuer and its Shares as provided in Product Term 6, provided, however, that no adjustments will be made to account solely for changes in volatility expected dividends, stock loan rate or liquidity relevant to the Shares.

(ii) Redemption and Payment

If under “Consequences of a Merger Event” in relation to “Share-for-Share”, “Share-for-Other” or “Share-for-Combined”, the consequence specified in the relevant Pricing Supplement is “Redemption and Payment”, then the Issuer shall redeem the Securities at their Early Redemption Amount as at the Merger Date on such date as the Issuer may notify to Securityholders in

accordance with General Condition 13. Notice of such redemption shall be given to the Securityholders in accordance with General Condition 13. If, however in the case of a Share Basket Security, Share Substitution is specified as applicable in the relevant Pricing Supplement, the Issuer may, in its absolute discretion, as an alternative to so redeeming the Securities, replace the relevant Share Issuer and its Shares as provided in Product Term 6.

(iii) Issuer Adjustment

If under “Consequences of a Merger Event” in relation to “Share-for-Share”, “Share-for-Other” or “Share-for-Combined”, the consequence specified in the relevant Pricing Supplement is “Issuer Adjustment” or if no consequence of a Merger Event is so specified then, on or after the relevant Merger Date, the Issuer shall either (i)(A) make such adjustment to the exercise, settlement, payment or any other terms of the Securities as the Issuer determines appropriate to account for the economic effect on the Securities of such Merger Event, including, in the case of a Share Basket Security, if Share Substitution is specified as applicable in the relevant Pricing Supplement and the Issuer so determines in its absolute discretion, the replacement of the relevant Share Issuer and its Shares as provided in Product Term 6 (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Securities), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Merger Event by an options exchange to options on the relevant Shares traded on such options exchange and (B) determine the effective date of that adjustment, or (ii) if the Issuer determines that no adjustment that it could make under (i) will produce a commercially reasonable result, notify the Securityholders in accordance with General Condition 13 that the relevant consequence shall be the redemption of the Securities in which case “Redemption and Payment” will be deemed to apply.

(iv) Component Adjustment

If under “Consequences of a Merger Event” in relation to “Share-for-Share”, “Share-for-Other” or “Share-for-Combined”, the consequence specified in the relevant Pricing Supplement is “Component Adjustment”, then in respect of a Share-for-Combined Merger Event, the consequence specified opposite “Share-for-Share” shall apply to that portion of the consideration that consists of New Shares (as determined by the Issuer) and the consequence specified opposite “Share-for-Other” shall apply to that portion of the consideration that consists of Other Consideration (as determined by the Issuer).

(c) Consequences of a Tender Offer

The following provisions will apply if Tender Offer is specified as applicable in respect of any Shares in the relevant Pricing Supplement and the Issuer has determined that a Tender Offer has occurred:

(i) Redemption and Payment

If under “Consequences of a Tender Offer” in relation to “Share-for-Share”, “Share-for-Other” or “Share-for-Combined”, the consequence specified in the relevant Pricing Supplement is “Redemption and Payment”, then the Issuer shall redeem the Securities at their Early Redemption Amount as at the Tender Offer Date on such date as the Issuer may notify to Securityholders in accordance with General Condition 13. Notice of such redemption shall be given to the Securityholders in accordance with General Condition 13. If, however in the case of a Share Basket Security, Share Substitution is specified as applicable in the relevant Pricing Supplement, the Issuer may, in its absolute discretion, as an alternative to redeeming the Securities, replace the relevant Share Issuer and its Shares as provided in Product Term 6.

(ii) Issuer Adjustment

If under “Consequences of a Tender Offer” in relation to “Share-for-Share”, “Share-for-Other” or “Share-for-Combined”, the consequence specified in the relevant Pricing Supplement is “Issuer Adjustment” or if no consequence of a Tender Offer is so specified then, on or after the relevant Tender Offer Date, the Issuer shall either (i)(A) make such adjustment to the exercise, settlement, payment or any other terms of the Securities as the Issuer determines appropriate to account for the economic effect on the Securities of such Tender Offer including, in the case of a Share Basket Security, if Share Substitution is specified as applicable in the relevant Pricing Supplement and the Issuer so determines in its absolute discretion, the replacement of the relevant Share Issuer and its Shares as provided in Product Term 6 (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Securities), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Tender Offer by an options exchange to options on the relevant Shares traded on such options exchange and (B) determine the effective date of that adjustment, or (ii) if the Issuer determines that no adjustment that it could make under (i) will produce a commercially reasonable result, notify the Securityholders in accordance with General Condition 13 that the relevant consequence shall be the redemption of the Securities, in which case “Redemption and Payment” will be deemed to apply.

(d) The following provisions will apply if Exchange-traded Price Valuation is specified as applicable in the relevant Pricing Supplement:

(i) Adjustments of the Exchange-traded Contract or the Official Settlement Price

If the terms of the Exchange-traded Contract are changed by the relevant exchange, the calculation of the Final Redemption Amount and/or any other relevant terms of the Securities shall be adjusted in such manner as the Issuer may determine, in its absolute discretion, to be appropriate in order to preserve the economic equivalent effect of the Securities. Subject thereto, the Issuer shall ignore, for purposes of determining the Final Redemption Amount, adjustments made by the relevant exchange to the method of calculation of the Official Settlement Price (including, without limitation, the timing of the valuation of prices of securities). None of the Issuer or the Agents shall have any responsibility in respect of any error or omission or subsequent corrections made in the calculation or publication of an Official Settlement Price, whether caused by negligence or otherwise.

(ii) Non-Commencement or Discontinuance of the Exchange-traded Contract

If there is no Official Settlement Price as a result of the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued at any time on or prior to the Valuation Date, the Official Settlement Price shall be calculated by the Issuer by reference to the price of the relevant Share at the Valuation Time on the relevant Exchange on the Valuation Date, subject as provided in Product Term 3(a).

(e) Nationalisation or Delisting

If at any time, (A) all the Shares of a Share Issuer or all the assets or substantially all the assets of such Share Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof (“Nationalisation”) or (B) the relevant Exchange announces that pursuant to the rules of such Exchange, the Shares cease (or

will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union) and such Shares are no longer listed on an Exchange acceptable to the Issuer ("Delisting"), (A) in the case of a Share Security, the Issuer shall redeem the Securities at their Early Redemption Amount on such date as the Issuer may notify to Securityholders in accordance with General Condition 13 or (B) in the case of a Share Basket Security, in the absolute discretion of the Issuer, as determined by the Issuer, either the Share Price of the Shares relating to such Share Issuer shall immediately be deemed to be the fair market value of such Shares at such time, as determined by the Issuer or, if "Share Substitution" is specified as applicable in the relevant Pricing Supplement, the Issuer may apply the provisions of Product Term 6. Notice of any redemption of the Securities or determination pursuant to this paragraph shall be given to Securityholders in accordance with General Condition 13.

(f) Liquidation

If at any time, by reason of the voluntary or involuntary liquidation, winding-up, dissolution, bankruptcy or insolvency or analogous proceeding affecting a Share Issuer (i) all the Shares of such Share Issuer are required to be transferred to any trustee, liquidator or other similar official or (ii) holders of the Shares of such Share Issuer become legally prohibited from transferring them, (A) in the case of Share Basket Securities, either the Issuer shall redeem the Securities at their Early Redemption Amount on such date as the Issuer may notify to Securityholders in accordance with General Condition 13 or in the absolute discretion of the Issuer, the Share Price of the Shares relating to the relevant Share Issuer shall immediately be deemed to be the fair market value of such Shares at such time as determined by the Issuer, (B) in the case of a Reverse Convertible Security relating to a Basket of Shares, such Shares shall cease to form part of the Basket and the Share Amount or (C) in the case of a Share Security or a Reverse Convertible Security not relating to a Basket of Shares, the Issuer shall redeem the Securities at their Early Redemption Amount on such date as the Issuer may notify to Securityholders in accordance with General Condition 13 or, if "Share Substitution" is specified as applicable in the relevant Pricing Supplement, the Issuer may apply the provisions of Product Term 6. Notice of any such redemption of the Securities shall be given to Securityholders in accordance with General Condition 13.

(g) Notification of adjustments

The Issuer shall notify each of the Agents of any adjustment made pursuant to this Product Term 4 and shall procure that such adjustments are made available to Securityholders at the specified offices of the Agents.

(h) Change of Exchange

If an Exchange is changed as provided in Product Term 1, the Issuer may make such consequential modifications to the Initial Share Price, Settlement Currency, Valuation Time and such other provisions of the Conditions as it may determine. Any such modification will be promptly notified to the Securityholders in accordance with General Condition 13.

5 Additional Disruption Events

The following Additional Disruption Events will apply if specified as applicable in the relevant Pricing Supplement:

(a) *Change of Law*

“Change of Law” means that, on or after the Issue Date of the relevant Securities (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that (X) it has become illegal for it to hold, acquire or dispose of Shares relating to such Securities, or (Y) it will incur a materially increased cost in performing its obligations under such Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

(b) *Insolvency Filing*

“Insolvency Filing” means, in respect of a Share, that the Issuer determines that the relevant Share Issuer has instituted, or has had instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or its consents to, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or its consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the relevant Share Issuer shall not be an Insolvency Filing.

(c) *Consequences of an Additional Disruption Event*

If the Issuer determines that an Additional Disruption Event shall have occurred, (A) it may in its absolute discretion redeem the Securities at their Early Redemption Amount on such dates as the Issuer may notify to Securityholders in accordance with General Condition 13 or (B) in the case of a Share Basket Security, in the absolute discretion of the Issuer, as determined by the Issuer, either the Share Price of the Shares relating to the relevant Share Issuer shall immediately be deemed to be the fair market value of such Shares at such time, as determined by the Issuer, or if “Share Substitution” is specified as applicable in the relevant Pricing Supplement, the provisions of Product Term 6 shall apply. Notice of any redemption of the Securities or determination pursuant to this paragraph shall be given to Securityholders in accordance with General Condition 13.

6 Share Substitution

The following provisions will apply in relation to Share Basket Securities if “Share Substitution” is specified as applicable in the relevant Pricing Supplement:

If, in the case of a Share Basket Security, “Share Substitution” is specified as applicable in the relevant Pricing Supplement, then, where pursuant to Product Terms 4 or 5 this Product Term 6 is expressed to apply, in place of any Share Issuer in relation to which this Product Term 6 applies (an “Affected Share Issuer”), the Issuer may select a Substitute Share Issuer which shall be deemed to be a Share Issuer and the Shares of such Substitute Share Issuer as determined by the Issuer shall be deemed to be Shares in the place of the Shares of the Affected Share Issuer (the “Affected Shares”) and the Issuer shall make such adjustments to the calculation of the Final Redemption Amount and/or to any other relevant terms as it may determine in good faith, in its absolute discretion, to be appropriate.

In addition, following a Merger Event involving two or more Share Issuers, the Issuer may, in its absolute discretion, designate one or more of such Share Issuers as an Affected Share Issuer and

select a Substitute Share Issuer in order to maintain the same number of Share Issuers as before the relevant Merger Event and, in the event of a demerger of a Share Issuer such that the holder of Shares in the relevant Share Issuer would thereby become the holder of Shares in two or more companies in place of the relevant Shares, the Issuer may, in its absolute discretion, following the declaration by the Share Issuer of the terms of such demerger, deem such Share Issuer an Affected Share Issuer.

PRO FORMA PRICING SUPPLEMENTS

[Pro Forma Share Securities Pricing Supplement]

Credit Suisse International

(Registered as unlimited in England and Wales under No. 2500199)

This Pricing Supplement is supplemental to the Programme Memorandum dated 10 August 2006 (the "Programme Memorandum") relating to the unlisted Debt Issuance Programme of Credit Suisse International (the "Issuer") and is in respect of Securities relating to specified Shares ("Share Securities").

[TITLE OF ISSUE]

Issue Price: [●]

Pricing Supplement dated [●,●●]

This Pricing Supplement is supplemental to, and should be read and construed in conjunction with, the Programme Memorandum, the product supplement dated 10 August 2006 in respect of Share Securities and Share Basket Securities and Reverse Convertible Securities (the “Product Supplement”), [the relevant Local Supplement(s) *delete if not applicable; specify if applicable*] and all other documents which are incorporated by reference therein.

Terms defined in the Programme Memorandum and/or the relevant Product Supplement have the same meaning in this Pricing Supplement.

In the event of any inconsistency between the General Conditions and the Product Terms, the Product Terms will prevail. In the event of any inconsistency between the Pricing Supplement Terms and the General Conditions and the Product Terms, the Pricing Supplement Terms will prevail.

[References to [CURRENCY SYMBOL] are to [SPECIFY CURRENCY].]¹

¹ Delete if the relevant currency is referenced in General Condition 16

INVESTMENT CONSIDERATIONS

Securities involve complex risks which include equity market risks and may include interest rate, foreign exchange and/or political risks.

Before buying Securities, investors should carefully consider, among other things, (i) the trading price of the Securities, (ii) the value and volatility of the Shares, (iii) the probable range of Redemption Amounts, (iv) any change(s) in interim interest rates and dividend yields, (v) any change(s) in currency exchange rates, (vi) the depth of the market or liquidity of the Shares and (vii) any related transaction costs.

It is not possible to predict the price at which Securities will trade in the secondary market or whether such market will be liquid or illiquid. Since the Securities will not be listed or traded on any exchange, pricing information for the Securities may be more difficult to obtain and the liquidity of the Securities may be adversely affected. The Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held or resold or surrendered for cancellation. The secondary market for Securities may be limited. The only way in which a holder can realise value from a Security prior to the Maturity Date in relation to such Security is to sell it at its then market price in an available secondary market.

Fluctuations in the prices of the Shares will affect the value of the Securities.

[INSERT OTHER CONSIDERATIONS SPECIFIC TO ISSUE]

Except as set out below, the Securities will be subject to the General Conditions set out in the Programme Memorandum, the Product Terms set out in the Product Supplement and also to the following Pricing Supplement Terms:

“Not Applicable” means an item is not applicable at the date of this Pricing Supplement, subject to amendment as provided in the Conditions. Italics in the left column denote a brief explanation of the Pricing Supplement Terms. Words in italics do not form any part of the Pricing Supplement Terms.

- | | | |
|----|-------------------------------------|---|
| 1 | Series Number: | [●] |
| 2 | Tranche Number: | [[●]/Not Applicable] |
| | | <i>(If fungible with an existing Series, give details of that series, including the date on which the Securities become fungible).</i> |
| 3 | Specified Currency or Currencies: | [●] |
| 4 | Aggregate Nominal Amount: | |
| | (i) Series: | [●] |
| | (ii) Tranche: | [●] |
| 5 | Issue Price: | [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (<i>in the case of fungible issues only, if applicable</i>)] |
| 6 | Specified Denominations: | [●] |
| | (i) Tradeable amount | [●]/[Not applicable] |
| 7 | Issue Date: | [●] |
| 8 | Interest Commencement Date: | [●] |
| | | <i>(Specify if different from the Issue Date)</i> |
| 9 | Maturity Date: | [●] [<i>specify date for Fixed Rate or Zero Coupon Securities</i>] |
| | | <i>(for Floating Rate Securities) Interest Payment Date falling in [●] [<i>specify the relevant month and year</i>]</i> |
| 10 | Interest Basis: | [Fixed Rate]
[Floating Rate]
[Zero Coupon]
[Other (<i>specify</i>)]
<i>(further particulars specified below)</i> |
| 11 | Redemption/Payment Basis: | The Final Redemption Amount will be determined as provided below. |
| 12 | Change of Redemption/Payment Basis: | [<i>Specify details of any provision for convertibility of Securities into another redemption/payment basis</i>] |
| 13 | Put/Call Options: | [Call/Put (<i>further particulars specified below</i>)/Not Applicable] |

PROVISIONS RELATING TO INTEREST

- 14 Fixed Rate Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate [(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrear]
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount [(s)]: [●] per [●] in nominal amount
- (iv) Broken Amount: *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s) and the Interest Payment Date(s) to which they relate]*
- (v) Day Count Fraction (General Condition 4(i)): [Actual/365
 Actual/Actual - ISDA
 Actual/365 (fixed)
 Actual/360
 30/360
 360/360
 Bond Basis
 30E/360
 Eurobond Basis
 Actual/Actual - ICMA]
- (vi) Determination Date(s): *[Insert day(s) and month(s) on which interest is normally paid (if more than one, then insert such dates in the alternative)]* in each year*
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Securities: [Not Applicable/give details]
- 15 Floating Rate Provisions [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (i) Specified Period(s)/Specified Interest Payment Dates: [●]
- (ii) Business Day Convention: [Floating Rate Business Day
 Convention/Following Business Day
 Convention/Modified Following Business Day
 Convention/Preceding Business Day]

* Only to be completed for an issue where Day Count Fraction is Actual/Actual - ISMA

		Convention/Other (<i>give details</i>)]
	(iii) Additional Business Centre(s) (General Condition 4(i)):	[•]
	(iv) Interest Period Date(s):	[Not Applicable/ <i>specify dates</i>] [•]
	(v) ISDA Determination:	
	– Floating Rate Option:	[•]
	– Designated Maturity:	[•]
	– Reset Date:	[•]
	– ISDA Definitions: (if different from those set out in the Conditions)	[•]
	(vi) Margin(s):	[+/-] [•] per cent. per annum
	(vii) Minimum Rate of Interest:	[•] per cent. per annum
	(viii) Maximum Rate of Interest:	[•] per cent. per annum
	(ix) Day Count Fraction (General Condition 4(i)):	[Actual/365 Actual/Actual - ISDA Actual/365 (fixed) Actual/360 30/360 360/360 Bond Basis 30E/360 Eurobond Basis Actual/Actual - ICMA]
	(x) Rate Multiplier:	[•]
	(xi) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Securities, if different from those set out in the Conditions:	[•]
16	Variable Rate Security Provisions	[Applicable/Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>)
	(i) Rate[(s)] of Interest:	[•]
	(ii) Additional Business Centre(s) (General Condition 4(j)):	[•]
	(iii) Interest Payment Date(s):	[•] in each year

- (iv) Interest Determination Date: [The date falling [●] Business Days prior to the Interest Payment Date for each Interest Period/The date falling [●] Business Days prior to the beginning of each Interest Period/Other (specify)]
- (v) Day Count Fraction (General Condition 4(j)): [Actual/365
Actual/365 (fixed)
Actual/360
30/360
360/360
Bond Basis
30E/360
Eurobond Basis
Actual/Actual - ICMA]
- (vi) Determination Date(s): [●] [Insert day(s) and month(s) on which interest is normally paid (if more than one, then insert such dates in the alternative)] in each year.
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Securities: [Not Available/give details]
- 17 Zero Coupon Provisions [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Amortisation Yield (General Condition 5(b)): [●] per cent. per annum
- (ii) Day Count Fraction (General Condition 4(i)): [Actual/365
Actual/Actual - ISDA
Actual/365 (fixed)
Actual/360
30/360
360/360
Bond Basis
30E/360
Eurobond Basis
Actual/Actual - ICMA]
- (iii) Any other formula/basis of determining amount payable: [●]
- PROVISIONS RELATING TO REDEMPTION
- 18 Final Redemption Amount The Final Redemption Amount in respect of the

		Securities will be [●] [<i>set out formula and related definitions for calculating the Redemption Amount</i>]/[Nominal Amount/Other]
19	Shares: <i>(The Shares to which the Securities relate)</i>	[●] ISIN [●] (as quoted in [CURRENCY])
20	Number of Shares:	Each [●] Securities relate to [●] Shares
21	Share Issuer: <i>(The issuer of the Shares)</i>	[●]
22	Exchange: <i>(The stock exchange on which the Shares are listed)</i>	[●] [<i>Specify the Exchange relating to the Shares</i>] [All Exchanges]
23	Related Exchange(s): <i>(Used, inter alia, for the purposes of Disrupted Day, and for the purposes of the definitions of Exchange Business Day and Scheduled Trading Day)</i>	[●]
24	Initial Share Price:	[[●]/The Share Price on the Initial Setting Date/The arithmetical average (amended down to two decimal places) of the Share Prices on each of the Initial Averaging Dates]/Not Applicable]
25	Initial Averaging Dates: <i>(The Initial Share Price is determined by reference to the Share Prices prevailing on those dates)</i>	[[●]/Not Applicable]
26	Initial Averaging Date Disrupted Day: <i>(Provisions determining the consequences of an Initial Averaging Date being a Disrupted Day)</i>	[specify consequence] [Omission] [Postponement] [Modified Postponement]
27	Initial Setting Date: <i>(This is the date for setting the Initial Share Price)</i>	[[●]/Not Applicable (<i>Not Applicable if there is no Initial Share Price or if it is known on the Issue Date</i>)]
28	Valuation Time: <i>(The time at which the Share Price or Exchange-traded Contract's price is determined, by reference to which the Final Redemption Amount will be determined. If nothing is specified, it defaults to the time by reference to which the closing price or the Official</i>	[[●]/As per the Product Terms]

Settlement Price, as the case may be, is determined)

- 29 Averaging Dates: [[●]/Not Applicable]
(The Final Redemption Amount is determined by reference to the Share Prices prevailing on these dates)
- 30 Averaging Date Disrupted Day: [specify consequence]
(Provisions determining the consequences of an Averaging Date being a Disrupted Day) [Omission]
[Postponement]
[Modified Postponement]
- 31 Observation Period: [Not Applicable/The period from and including [●] to and including [●], subject as provided in Product Term 3.]
(The period during which Observation Dates occur)
- 32 Observation Dates: [[SPECIFY DATES]/Each Scheduled Trading Day in the Observation Period]
(Amounts payable are determined by reference to the Share Prices prevailing on these dates)
- 33 Observation Date Disrupted Day: [Omission/Postponement/Modified Postponement]
(Provisions determining the consequences of an Observation Date being a Disrupted Day)
- 34 Valuation Date: [●] [specify date]
(This must be sufficiently before the Maturity Date to allow for non-Business Days and Disrupted Days)
- 35 Interim Valuation Date(s): [●] [specify dates]/Not Applicable
(Only needed if the Redemption Amount is determined by reference to the Share Price(s) prevailing on this/these date(s))
- 36 Final Share Price: [The Share Price on the Valuation Date/the Official Settlement Price on the Valuation Date or, if no Official Settlement Price is published on that date, the Share Prices on the Valuation Date shall be substituted for such Official Settlement Price]/[The arithmetical average (rounded down to the nearest smallest transferable unit of the relevant currency) of the Share Prices on each of the Averaging Dates]/Not Applicable
- 37 Settlement Currency: [The Specified Currency/ [●]]
(The currency in which the Final Redemption Amount will be paid)
- 38 Consequences of a Merger Event:

	(i) Share-for-Combined	[Alternative Obligation/ Redemption and Payment/ Issuer Adjustment/Component Adjustment]
	(ii) Share-for-Other	[Alternative Obligation/ Redemption and Payment/ Issuer Adjustment/Component Adjustment]
	(iii) Share-for-Share	[Alternative Obligation/ Redemption and Payment/ Issuer Adjustment/Component Adjustment]
39	Tender Offer:	[Applicable/Not Applicable]
	Applicable threshold percentage:	[•]
40	Consequences of a Tender Offer:	
	(i) Share-for-Combined	[Redemption and Payment/ Issuer Adjustment]
	(ii) Share-for-Other	[Redemption and Payment/ Issuer Adjustment]
	(iii) Share-for-Share	[Redemption and Payment/ Issuer Adjustment]
41	Additional Disruption Events:	[Change in Law] [Insolvency Filing] [Not Applicable]
42	Exchange-traded Price Valuation: <i>(If Exchange-traded Price Valuation is applicable, the Final Redemption Amount will be calculated by reference to the Exchange-traded Contract subject to the Conditions)</i>	[Applicable/Not Applicable]
43	Exchange-traded Contract:	[Option/Futures]
	(A) Share:	[•]
	(B) Delivery Month:	[•]
	(C) Exchange on which it is traded:	[•]
		<i>[Delete if Exchange-traded Price Valuation is not applicable]</i>
44	Early Redemption Amount	
	(iv) Early Redemption Amount(s) payable on redemption for taxation or illegality reasons (General Condition 5(c)) or an event of default (General Condition 9) and/or the method of calculating the same (if required or if different from that set out in the General Conditions):	[As set out in the General Conditions/Other]

45	Call Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[•]
	(ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[•]
	(iii) If redeemable in part:	[•]
	(a) Minimum nominal amount to be redeemed:	[•]
	(b) Maximum nominal amount to be redeemed:	[•]
	(iv) Option Exercise Date(s):	[•]
	(v) Description of any other Issuer's option:	[•]
	(vi) Notice period (if other than as set out in the Conditions):	[•]
46	Put Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[•]
	(ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[•]
	(iii) Option Exercise Date(s):	[•]
	(iv) Description of any other Securityholders' option:	[•]
	(v) Notice period (if other than as set out in the Conditions):	[•]
	GENERAL PROVISIONS	
47	Form of Securities:	[Bearer Securities/Exchangeable Bearer Securities/Registered Securities] <i>[Delete as appropriate]</i>
	(i) Temporary or permanent Global Security/Certificate:	[Temporary Global Security/Certificate exchangeable for a permanent Global Security/Certificate which is exchangeable for Definitive Securities/Certificates in the limited circumstances specified in the permanent Global Security/Certificate] [Temporary Global Security/Certificate exchangeable for Definitive Securities/Certificates on [•] days' notice]

		[Permanent Global Security/Certificate exchangeable for Definitive Securities/Certificates in the limited circumstances specified in the permanent Global Security/Certificate]
	(ii) Applicable TEFRA exemption:	[C Rules/D Rules/Not Applicable]
48	Additional Financial Centre(s) (General Condition 6(h)) or other special provisions relating to payment dates:	[Not Applicable/ <i>Give details. Note that this item relates to the place of payment, and not interest period end dates, to which item 15(iii) relates</i>]]
49	Talons for future Coupons or Receipts to be attached to Definitive Securities (and dates on which such Talons mature):	[Yes/No. <i>If yes, give details</i>]
50	Details relating to Partly Paid Securities: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Securities and interest due on late payment:	[Not Applicable/ <i>give details</i>]
51	Details relating to Instalment Securities:	Not Applicable
52	Stock Exchange(s) to which application will initially be made to list the Securities: <i>(Application may subsequently be made to other stock exchange(s))</i>	None
53	Entities (other than stock exchanges) to which application for listing and/or approval of the Securities will be made:	None
54	ISIN Code:	[•]
55	Common Code:	[•]
56	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable/ <i>give name(s) and number(s)</i>]
57	Delivery:	Delivery [against/free of] payment
58	Calculation Agent:	[Credit Suisse International/Other]
59	The Agents appointed in respect of the Securities are:	Fiscal Agent: JPMorgan Chase Bank, N.A. Trinity Tower 9 Thomas More Street London E1W 1YT

Paying Agents:

JPMorgan Chase Bank, N.A.
Trinity Tower
9 Thomas More Street
London E1W 1YT

J.P. Morgan Bank Luxembourg
6 route de Trèves
L-2633
Senningerberg
Luxembourg

Transfer Agent:

J.P. Morgan Bank Luxembourg
6 route de Trèves
L-2633
Senningerberg
Luxembourg

JPMorgan Chase Bank, N.A.
Trinity Tower
9 Thomas More Street
London E1W 1YT

Registrar:

J.P. Morgan Bank Luxembourg
6 route de Trèves
L-2633
Senningerberg
Luxembourg

(Delete or add additional Agents as appropriate)

- | | | |
|----|--|---|
| 60 | Dealer(s): | [Credit Suisse Securities (Europe) Limited/Other] |
| 61 | Additional steps that may only be taken following approval by Extraordinary Resolution in accordance with General Condition 10(a): | [Not Applicable/give details] |
| 62 | Additional Provisions: | [Not Applicable/give details] |

[STABILISING

In connection with this issue, [*Insert name of Stabilising Manager*] (the “Stabilising Agent”) or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on the Stabilising Agent or any agent of his to do this. Such stabilising, if commenced, may be discontinued at any time, and must be brought to an end after a limited period.]

Signed on behalf of the Issuer:

By: _____
Duly authorised

By: _____
Duly authorised

ADDITIONAL SELLING RESTRICTIONS

[If applicable]

[Pro Forma Share Basket Securities Pricing Supplement]

Credit Suisse International

(Registered as unlimited in England and Wales under No. 2500199)

This Pricing Supplement is supplemental to the Programme Memorandum dated 10 August 2006 (the "Programme Memorandum") relating to the unlisted Debt Issuance Programme of Credit Suisse International (the "Issuer") and is in respect of Securities relating to a basket of specified Shares ("Share Basket Securities").

[TITLE OF ISSUE]

Issue Price: [●]

Pricing Supplement dated [●,●●]

This Pricing Supplement is supplemental to, and should be read and construed in conjunction with, the Programme Memorandum, the product supplement dated 10 August 2006 in respect of Share Securities and Share Basket Securities and Reverse Convertible Securities (the “Product Supplement”), [the relevant Local Supplement(s) delete if not applicable; specify if applicable] and all other documents which are incorporated by reference therein.

Terms defined in the Programme Memorandum and/or the relevant Product Supplement have the same meaning in this Pricing Supplement.

In the event of any inconsistency between the General Conditions and the Product Terms, the Product Terms will prevail. In the event of any inconsistency between the Pricing Supplement Terms and the General Conditions and the Product Terms, the Pricing Supplement Terms will prevail.

[References to [CURRENCY SYMBOL] are to [SPECIFY CURRENCY].]

INVESTMENT CONSIDERATIONS

Securities involve complex risks which include equity market risks and may include interest rate, foreign exchange and/or political risks.

Before buying Securities, investors should carefully consider, among other things, (i) the trading price of the Securities, (ii) the value and volatility of the Shares, (iii) the probable range of Redemption Amounts, (iv) any change(s) in interim interest rates and dividend yields, (v) any change(s) in currency exchange rates, (vi) the depth of the market or liquidity of the Shares and (vii) any related transaction costs.

It is not possible to predict the price at which Securities will trade in the secondary market or whether such market will be liquid or illiquid. Since the Securities will not be listed or traded on any exchange, pricing information for the Securities may be more difficult to obtain and the liquidity of the Securities may be adversely affected. The Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held or resold or surrendered for cancellation. The secondary market for Securities may be limited. The only way in which a holder can realise value from a Security prior to the Maturity Date in relation to such Security is to sell it at its then market price in an available secondary market.

Fluctuations in the prices of the Shares will affect the value of the Securities.

[INSERT OTHER CONSIDERATIONS SPECIFIC TO ISSUE]

Except as set out below, the Securities will be subject to the General Conditions set out in the Programme Memorandum, the Product Terms set out in the Product Supplement and also to the following Pricing Supplement Terms:

“Not Applicable” means an item is not applicable at the date of this Pricing Supplement, subject to amendment as provided in the Conditions. Italics in the left column denote a brief explanation of the Pricing Supplement Terms. Words in italics do not form any part of the Pricing Supplement Terms.

- | | | |
|----|-------------------------------------|---|
| 1 | Series Number: | [●] |
| 2 | Tranche Number: | [●]/Not Applicable
<i>(If fungible with an existing Series, give details of that series, including the date on which the Securities become fungible).</i> |
| 3 | Specified Currency or Currencies: | [●] |
| 4 | Aggregate Nominal Amount: | |
| | (i) Series: | [●] |
| | (ii) Tranche: | [●] |
| 5 | Issue Price: | [●] per cent. of the Aggregate Nominal Amount
[plus accrued interest from <i>[insert date]</i> (<i>in the case of fungible issues only, if applicable</i>)] |
| 6 | Specified Denominations: | [●] |
| 7 | Issue Date: | [●] |
| 8 | Interest Commencement Date: | [●]
<i>(Specify if different from the Issue Date)</i> |
| 9 | Maturity Date: | [●] [<i>specify date for Fixed Rate or Zero Coupon Securities</i>]
<i>(for Floating Rate Securities) Interest Payment Date falling in [●] [<i>specify the relevant month and year</i>]</i> |
| 10 | Interest Basis: | [Fixed Rate]
[Floating Rate]
[Zero Coupon]
[Other (<i>specify</i>)]
<i>(further particulars specified below)</i> |
| 11 | Redemption/Payment Basis: | The Final Redemption Amount will be determined as provided below. |
| 12 | Change of Redemption/Payment Basis: | [<i>Specify details of any provision for convertibility of Securities into another redemption/payment basis</i>] |
| 13 | Put/Call Options | [Call/Put (further particulars specified below)/Not Applicable] |

PROVISIONS RELATING TO

INTEREST

- 14 Fixed Rate Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate [(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrear]
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount [(s)]: [●] per [●] in nominal amount
- (iv) Broken Amount: *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s) and the Interest Payment Date(s) to which they relate]*
- (v) Day Count Fraction (General Condition 4(i)):
- [Actual/365
Actual/Actual - ISDA
Actual/365 (fixed)
Actual/360
30/360
360/360
Bond Basis
30E/360
Eurobond Basis
Actual/Actual - ICMA]
- (vi) Determination Date(s): *[Insert day(s) and month(s) on which interest is normally paid (if more than one, then insert such dates in the alternative)] in each year**
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Securities: [Not Applicable/give details]
- 15 Floating Rate Provisions [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (i) Specified Period(s)/Specified Interest Payment Dates: [●]
- (ii) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Other (give details)]

* Only to be completed for an issue where Day Count Fraction is Actual/Actual-ISMA

- (iii) Additional Business Centre(s) (General Condition 4(i)): [•]
- (iv) Interest Period Date(s): [Not Applicable/specify dates]
[•]
- (v) ISDA Determination:
 - Floating Rate Option:
 - Designated Maturity:
 - Reset Date:
 - ISDA Definitions: (if different from those set out in the Conditions)
- (vi) Margin(s): [+/-] [•] per cent. per annum
- (vii) Minimum Rate of Interest: [•] per cent. per annum
- (viii) Maximum Rate of Interest: [•] per cent. per annum
- (ix) Day Count Fraction (General Condition 4(i)):
 - [Actual/365
 - Actual/Actual - ISDA
 - Actual/365 (fixed)
 - Actual/360
 - 30/360
 - 360/360
 - Bond Basis
 - 30E/360
 - Eurobond Basis
 - Actual/Actual - ICMA]
- (x) Rate Multiplier: [•]
- (xi) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Securities, if different from those set out in the Conditions: [•]
- 16 Variable Rate Security Provisions [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
 - (i) Rate[(s)] of Interest: [•]
 - (ii) Additional Business Centre(s) (General Condition 4(j)): [•]
 - (iii) Interest Payment Date(s): [•] in each year
 - (iv) Interest Determination Date: [The date falling [•] Business Days prior to the

	Interest Payment Date for each Interest Period/The date falling [●] Business Days prior to the beginning of each Interest Period/Other (specify)]
(v) Day Count Fraction (General Condition 4(j)):	[Actual/365 Actual/365 (fixed) Actual/360 30/360 360/360 Bond Basis 30E/360 Eurobond Basis Actual/Actual - ICMA]
(vi) Determination Date(s):	[●] [Insert day(s) and month(s) on which interest in normally paid (if more than one, then insert such dates in the alternative)] in each year.
(vii) Other terms relating to the method of calculating interest for Fixed Rate Securities:	[Not Available/give details]
17 Zero Coupon Provisions	[Applicable/Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>)
(i) Amortisation Yield (General Condition 5(b)):	[●] per cent. per annum
(ii) Day Count Fraction (General Condition 4(i)):	[Actual/365 Actual/Actual - ISDA Actual/365 (fixed) Actual/360 30/360 360/360 Bond Basis 30E/360 Eurobond Basis Actual/Actual - ICMA]
(iii) Any other formula/basis of determining amount payable:	[●]
PROVISIONS RELATING TO REDEMPTION	
18 Final Redemption Amount	The Final Redemption Amount in respect of the Securities will be [●] [<i>set out formula and related definitions for calculating the Redemption</i>]

Amount/[Nominal Amount/Other]

19 Basket:

Share Issuer	Number of Shares	ISIN Number	Exchange	Related Exchange(s)
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]

Each [•] Security(ies) relate(s) to [one/OTHER] Basket(s)

[Specify the Exchanges and Related Exchange(s) relating to the Shares] [All Exchanges]

(The basket of Shares are the securities to which the Securities relate.

Exchanges are the stock exchanges on which the shares are listed.

Related Exchanges are used, inter alia, for the purposes of Disrupted Day and for the purposes of the definitions of Exchange Business Day and Scheduled Trading Day)

- 20 Share Substitution: [Applicable/Not Applicable]
(If applicable, the Issuer may substitute Share Issuers in accordance with Product Terms 4 and 5)
- 21 Initial Share Price: [[•]/The Share Price on the Initial Setting Date/The arithmetical average (amended down to two decimal places) of the Share Prices on each of the Initial Averaging Dates]/Not Applicable]
- 22 Initial Averaging Dates: [[•]/Not Applicable]
(The Initial Share Price is determined by reference to the Share Prices prevailing on those dates)
- 23 Initial Averaging Date Disrupted Day: [specify consequence]
[Omission]
[Postponement]
[Modified Postponement]
(Provisions determining the consequences of an Initial Averaging Date being a Disrupted Day)
- 24 Initial Setting Date: [[•]/Not Applicable (Not Applicable if there is no Initial Share Price or if it is known on the Issue Date)]
(This is the date for setting the Initial Share Price)

- 25 Valuation Time: /As per the Product Terms]
(The time at which the Share Price of each of the relevant Shares is determined, by reference to which the Final Redemption Amount will be determined. If nothing is specified, it defaults to the time by reference to which the closing price is determined)
- 26 Averaging Dates: /Not Applicable]
(The Final Redemption Amount is determined by reference to the Share Prices prevailing on these dates)
- 27 Averaging Date Disrupted Day: [specify consequence]
(Provisions determining the consequences of an Averaging Date being a Disrupted Day)
[Omission]
[Postponement]
[Modified Postponement]
- 28 Observation Period: [Not Applicable/The period from and including to and including , subject as provided in Product Term 3.]
(The period during which Observation Dates occur)
- 29 Observation Dates: [SPECIFY DATES]/Each Scheduled Trading Day in respect of the relevant Shares in the Observation Period]
(Amounts payable are determined by reference to the Share Prices prevailing on these dates)
- 30 Observation Date Disrupted Day: [Omission/Postponement/Modified Postponement]
(Provisions determining the consequences of an Observation Date being a Disrupted Day)
- 31 Valuation Date: [specify date]
(This must be sufficiently before the Maturity Date to allow for non-Business Days and Disrupted Days)
- 32 Interim Valuation Date(s): [specify dates]/Not Applicable]
(Only needed if the Redemption Amount is determined by reference to the Share Price(s) prevailing on this/these date(s))
- 33 Final Share Price: [The arithmetical average (rounded down to the nearest smallest transferable unit of the relevant currency) of the Share Prices of the Shares in the Basket on the Valuation Date/The arithmetical average (rounded down to the nearest smallest transferable unit of the relevant currency) of the arithmetical average (rounded down to the nearest two decimal places) of the Share Prices of the Shares in the Basket on

- each of the Averaging Dates/*OTHER*]
- 34 Settlement Currency: [The Specified Currency/ [●]]
(The currency in which the Final Redemption Amount will be paid)
- 35 Consequences of a Merger Event:
- (i) Share-for-Combined [Alternative Obligation/ Redemption and Payment/ Issuer Adjustment/Component Adjustment]
 - (ii) Share-for-Other [Alternative Obligation/ Redemption and Payment/ Issuer Adjustment/Component Adjustment]
 - (iii) Share-for-Share [Alternative Obligation/ Redemption and Payment/ Issuer Adjustment/Component Adjustment]
- 36 Tender Offer: [Applicable/Not Applicable]
 Applicable threshold percentage: [●]
- 37 Consequences of a Tender Offer:
- (i) Share-for-Combined [Redemption and Payment/Issuer Adjustment]
 - (ii) Share-for-Other [Redemption and Payment/Issuer Adjustment]
 - (iii) Share-for-Share [Redemption and Payment/Issuer Adjustment]
- 38 Additional Disruption Events: [Change in Law]
 [Insolvency Filing]
 [Not Applicable]
- 39 Early Redemption Amount
- (iv) Early Redemption Amount(s) payable on redemption for taxation or illegality reasons (General Condition 5(c)) or an event of default (General Condition 9) and/or the method of calculating the same (if required or if different from that set out in the General Conditions): [As set out in the General Conditions/Other]
- 40 Call Option [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Optional Redemption Date(s): [●]
 - (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [●]
 - (iii) If redeemable in part: [●]

	(a) Minimum nominal amount to be redeemed:	[•]
	(b) Maximum nominal amount to be redeemed:	[•]
	(iv) Option Exercise Date(s):	[•]
	(v) Description of any other Issuer's option:	[•]
	(vi) Notice period (if other than as set out in the Conditions):	[•]
41	Put Option	[Applicable/Not Applicable (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>)
	(i) Optional Redemption Date(s):	[•]
	(ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[•]
	(iii) Option Exercise Date(s):	[•]
	(iv) Description of any other Securityholders' option:	[•]
	(v) Notice period (if other than as set out in the Conditions):	[•]
	GENERAL PROVISIONS	
42	Form of Securities:	[Bearer Securities/Exchangeable Bearer Securities/Registered Securities] <i>[Delete as appropriate]</i>
	(i) Temporary or permanent Global Security/Certificate:	[Temporary Global Security/Certificate exchangeable for a permanent Global Security/Certificate which is exchangeable for Definitive Securities/Certificates in the limited circumstances specified in the permanent Global Security/Certificate] [Temporary Global Security/Certificate exchangeable for Definitive Securities/Certificates on [•] days' notice] [Permanent Global Security/Certificate exchangeable for Definitive Securities/Certificates in the limited circumstances specified in the permanent Global Security/Certificate]
	(ii) Applicable TEFRA exemption:	[C Rules/D Rules/Not Applicable]
43	Additional Financial Centre(s) (General Condition 6(h)) or other special provisions relating to payment	[Not Applicable/ <i>Give details. Note that this item relates to the place of payment, and not interest</i>

- dates: *period end dates, to which item 15(iii) relates]*
- 44 Talons for future Coupons or Receipts to be attached to Definitive Securities (and dates on which such Talons mature): *[Yes/No. If yes, give details]*
- 45 Details relating to Partly Paid Securities: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Securities and interest due on late payment: *[Not Applicable/give details]*
- 46 Details relating to Instalment Securities: Not Applicable
- Stock Exchange(s) to which application will initially be made to list the Securities: None
- (Application may subsequently be made to other stock exchange(s))*
- 47 Entities (other than stock exchanges) to which application for listing and/or approval of the Securities will be made: None
- 48 ISIN Code: [•]
- 49 Common Code: [•]
- 50 Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): *[Not Applicable/give name(s) and number(s)]*
- 51 Delivery: Delivery [against/free of] payment
- 52 Calculation Agent: [Credit Suisse International/Other]
- 53 The Agents appointed in respect of the Securities are: Fiscal Agent:
JPMorgan Chase Bank, N.A.
Trinity Tower
9 Thomas More Street
London E1W 1YT
Paying Agents:
JPMorgan Chase Bank, N.A.
Trinity Tower
9 Thomas More Street
London E1W 1YT

J.P. Morgan Bank Luxembourg
6 route de Tréves
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Transfer Agent:

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L-2633
Senningerberg
Luxembourg

JPMorgan Chase Bank, N.A.
Trinity Tower
9 Thomas More Street
London E1W 1YT

Registrar:

J.P. Morgan Bank Luxembourg
6 route de Tréves
L-2633
Senningerberg
Luxembourg

(Delete or add additional Agents as appropriate)

- 54 Dealer(s): [Credit Suisse Securities (Europe) Limited/Other]
- 55 Additional steps that may only be taken following approval by Extraordinary Resolution in accordance with General Condition 10(a): [Not Applicable/give details]
- 56 Additional Provisions: [Not Applicable/give details]

[STABILISING

In connection with this issue, [*Insert name of Stabilising Manager*] (the “Stabilising Agent”) or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on the Stabilising Agent or any agent of his to do this. Such stabilising, if commenced, may be discontinued at any time, and must be brought to an end after a limited period.]

Signed on behalf of the Issuer:

By: _____
Duly authorised

By: _____
Duly authorised

ADDITIONAL SELLING RESTRICTIONS

[If applicable]

[Pro Forma Reverse Convertible Securities Pricing Supplement]

Credit Suisse International

Registered as unlimited in England and Wales under No. 2500199

This Pricing Supplement is supplemental to the Programme Memorandum dated 10 August 2006 (the "Programme Memorandum") relating to the unlisted Debt Issuance Programme of Credit Suisse International (the "Issuer") and is in respect of Reverse Convertible Securities ("Reverse Convertible Securities").

[TITLE OF ISSUE]

Issue Price: [●]

Pricing Supplement dated [●, ● ●]

This Pricing Supplement is supplemental to, and should be read and construed in conjunction with, the Programme Memorandum, the product supplement dated 10 August 2006 in respect of Share Securities and Share Basket Securities and Reverse Convertible Securities (the “Product Supplement”), [the relevant Local Supplement(s) *delete if not applicable; specify if applicable*] and all other documents which are incorporated by reference therein.

Terms defined in the Programme Memorandum and/or the relevant Product Supplement have the same meaning in this Pricing Supplement.

In the event of any inconsistency between the General Conditions and the Product Terms, the Product Terms will prevail. In the event of any inconsistency between the Pricing Supplement Terms and the General Conditions and the Product Terms, the Pricing Supplement Terms will prevail.

[References to *[CURRENCY SYMBOL]* are to *[SPECIFY CURRENCY]*.]¹

¹ Delete if the relevant currency is referenced in General Condition 16

INVESTMENT CONSIDERATIONS

Securities involve complex risks which include equity market risks and may include interest rate, foreign exchange and/or political risks.

Before buying Securities, investors should carefully consider, among other things, (i) the trading price of the Securities, (ii) the value and volatility of the Shares, (iii) any change(s) in interim interest rates and dividend yields, (iv) any change(s) in currency exchange rates, (v) the depth of the market or liquidity of the Shares and (vi) any related transaction costs.

It is not possible to predict the price at which Securities will trade in the secondary market or whether such market will be liquid or illiquid. Since the Securities will not be listed or traded on any exchange, pricing information for the Securities may be more difficult to obtain and the liquidity of the Securities may be adversely affected. The Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held or resold or surrendered for cancellation. The secondary market for Securities may be limited. The only way in which a holder can realise value from a Security prior to the Maturity Date in relation to such Security is to sell it at its then market price in an available secondary market.

Fluctuations in the prices of the Shares will affect the value of the Securities.

The Issuer has not provided and will not provide prospective purchasers of Securities with any information or advice with respect to the Shares or the Share Issuer(s) and makes no representation as to the credit quality of the Share Issuer(s). The Issuer may have acquired, or during the term of the Securities may acquire, non-public information with respect to the Share Issuer(s), which may not be provided to the Securityholders.

The Securities are redeemable by the Issuer either by payment of the principal amount or by delivery of the Share Amount in lieu thereof at the sole discretion of the Issuer. If the Issuer elects to redeem the Securities by delivery of the Share Amount, there is no assurance that the value of the Shares received by investors will not be less than the nominal amount of the Securities. Accordingly, investment in the Securities bears the negative market risk of a direct equity investment and investors should take advice accordingly.

The market value for the Securities will be affected by a number of factors independent of the creditworthiness of the Issuer and the value of the Shares, including but not limited to, the volatility of the Shares, the dividend rate on the Shares, the financial results and prospects of the relevant Share Issuer, market interest and yield rates and the time remaining to any redemption date or the Maturity Date. In addition, the value of the Shares depends on a number of inter-related factors, including economic, financial and political events in countries where the relevant Share Issuer operates and elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Shares are traded. The price at which a Securityholder will be able to sell Securities prior to maturity may be at a discount, which could be substantial, from the accreted principal amount thereof, if, at such time, the market price of the Shares is below, equal to or not sufficiently above the market price of the Shares at the date of this Pricing Supplement.

The Issuer makes no representation or warranty about, or guarantee of, the performance of the Shares. Past performance of the Shares cannot be considered to be either a guarantee of, or necessarily a guide to, future performance.

If the Issuer elects to redeem the Securities by the delivery of Share Amount in lieu of payment of the principal amount, there may be a time lag before the date on which the Securityholders are registered as shareholders of the Shares. In such event Securityholders may receive the relevant shares later than they might otherwise anticipate.

[INSERT OTHER CONSIDERATIONS SPECIFIC TO ISSUE]

Except as set out below, the Securities will be subject to the General Conditions set out in the Programme Memorandum, the Product Terms set out in the Product Supplement and also to the following Pricing Supplement Terms:

“Not Applicable” means an item is not applicable at the date of this Pricing Supplement, subject to amendment as provided in the Conditions. Italics in the left column denote a brief explanation of the Pricing Supplement Terms. Words in italics do not form any part of the Pricing Supplement Terms.

1	Series Number:	[•]
2	Tranche Number:	[[•]/Not Applicable] <i>(If fungible with an existing Series, give details of that series, including the date on which the Securities become fungible).</i>
3	Specified Currency or Currencies:	[•]
4	Additional Business Day Centres <i>(For purposes of the definition of Currency Business Day, contained in the Product Supplement)</i>	[Not Applicable/Specify] <i>(Not needed if the Maturity Date is a fixed date)</i>
5	Aggregate Nominal Amount:	
	(i) Series:	[•]
	(ii) Tranche:	[•]
6	Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
7	Specified Denominations:	[•]
8	Issue Date:	[•]
9	Interest Commencement Date:	[•] <i>(Specify if different from the Issue Date)</i>
10	Maturity Date:	[The [third] Currency Business Day after the Valuation Date/[·] [specify date]/Other]
11	Interest Basis:	[Fixed Rate][Zero Coupon][Other (specify)](further particulars specified below)
12	Redemption/Payment Basis:	The Final Redemption Amount will be determined as provided below.
13	Change of Redemption/Payment Basis:	<i>[Specify details of any provision for convertibility of Securities into another redemption/payment basis]</i>
14	Put/Call Options	<i>[Call/Put (further particulars specified below)/Not Applicable]</i>
	PROVISIONS RELATING TO INTEREST	
15	Fixed Rate Provisions	[Applicable/Not Applicable]

		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Rate [(s)] of Interest:	[•] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrear]
(ii)	Interest Payment Date(s):	[•] in each year <i>(If the Maturity Date is not a fixed date but is linked to the Valuation Date, consider when the final Interest Payment Date should be)</i>
(iii)	Fixed Coupon Amount [(s)]:	[•] per [•] in nominal amount
(iv)	Broken Amount:	<i>[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s) and the Interest Payment Date(s) to which they relate]</i>
(v)	Day Count Fraction (General Condition 4(i)):	[Actual/365 Actual/Actual - ISDA Actual/365 (fixed) Actual/360 30/360 360/360 Bond Basis 30E/360 Eurobond Basis Actual/Actual - ICMA]
(vi)	Determination Date(s):	<i>[Insert day(s) and month(s) on which interest is normally paid (if more than one, then insert such dates in the alternative)]</i> in each year*
(vii)	Other terms relating to the method of calculating interest for Fixed Rate Securities: [Not Applicable/give details]	
16	Variable Rate Security Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Rate[(s)] of Interest:	[•]
(ii)	Additional Business Centre(s) (General Condition 4(j)):	[•]
(iii)	Interest Payment Date(s):	[•] in each year
(iv)	Interest Determination Date:	[The date falling [•] Business Days prior to the

* Only to be completed for an issue where Day Count Fraction is Actual/Actual-ISMA

	Interest Payment Date for each Interest Period/The date falling [●] Business Days prior to the beginning of each Interest Period/Other (specify)]
(v) Day Count Fraction (General Condition 4(j)):	[Actual/365 Actual/365 (fixed) Actual/360 30/360 360/360 Bond Basis 30E/360 Eurobond Basis Actual/Actual - ICMA]
(vi) Determination Date(s):	[●] [Insert day(s) and month(s) on which interest is normally paid (if more than one, then insert such dates in the alternative)] in each year.
(vii) Other terms relating to the method of calculating interest for Fixed Rate Securities:	[Not Available/give details]
17 Zero Coupon Security Provisions	[Applicable/Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>)
Amortisation Yield (General Condition 5(b)):	[●] per cent. per annum
Day Count Fraction (General Condition 4(i)):	[Actual/365 Actual/Actual - ISDA Actual/365 (fixed) Actual/360 30/360 360/360 Bond Basis 30E/360 Eurobond Basis Actual/Actual - ICMA]
Any other formula/basis of determining amount payable:	[●]
PROVISIONS RELATING TO REDEMPTION	
18 Final Redemption Amount	The Final Redemption Amount in respect of the Securities will be as set out in Product Term

- 2(a)/Other]
- 19 Shares: [•] ISIN [•] (as quoted in [CURRENCY])(See paragraph 23 for Baskets)
(The Shares to which the Securities relate)
- 20 Share Amount: [•] Shares (See paragraph 23 for Baskets)
(The number of Shares to which the Securities relate)
- 21 Share Issuer: [•]
(The issuer of the Shares)
- 22 Exchange: [•] [Specify the Exchange relating to the Shares]
(The stock exchange on which the Shares are listed) (See paragraph 23 for Baskets)
- 23 Related Exchange(s): [•] [Specify the Exchange(s) used for hedging purposes] (See paragraph 23 for Baskets)
(Used for the purposes of Disrupted Day, and for the purposes of the definitions of Exchange Business Day and Scheduled Trading Day)

24 Basket:

Share Issuer	Number of Shares	ISIN Number	Exchange	Related Exchange(s)
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]

(The Shares are the shares to which the Securities relate.

[Specify the Exchanges and Related Exchange(s) relating to the Shares] [All Exchanges]

Exchanges are the stock exchanges on which the shares are listed.

[This paragraph should only be used in relation to Baskets, in which case paragraphs 18-22 should be deleted]

Related Exchanges are used for the purposes of Disrupted Day and for the purposes of the definitions of Exchange Business Day and Scheduled Trading Day)

25 Share Substitution: [Applicable/Not Applicable]
(If applicable, the Issuer may substitute Share Issuers in accordance with Product Terms 4 and 5)

26 Presentation Date: The [tenth] Banking Day in London before the date specified as the Valuation Date (whether or
(The date by which Securities and the

- related Delivery Notice should be delivered to the Paying Agent)*
- 27 Valuation Time: /As per the Product Terms
(The time at which the Share Price is determined, by reference to which any Fractional Cash Amount will be determined. If nothing is specified, it defaults to the time by reference to which the closing price is determined)
- 28 Valuation Date: [specify date]
(This must be sufficiently before the Maturity Date to allow for non-Business Days and Disrupted Days)
- 29 Final Share Price: The Share Price on the Valuation Date
- 30 Settlement Currency: [The Specified Currency/
(The currency in which the Final Redemption Amount will be paid)
- 31 Alternative Clearance System: /Not Applicable
(The system in addition to Clearstream, Luxembourg and Euroclear to which the Share Amount may be credited)
- 32 Consequences of a Merger Event:
- (i) Share-for-Combined [Alternative Obligation/ Redemption and Payment/ Issuer Adjustment/ Component Adjustment]
 - (ii) Share-for-Other [Alternative Obligation/ Redemption and Payment/ Issuer Adjustment/ Component Adjustment]
 - (iii) Share-for-Share [Alternative Obligation/ Redemption and Payment/ Issuer Adjustment/ Component Adjustment]
- 33 Tender Offer: [Applicable/Not Applicable]
 Applicable threshold percentage:
- 34 Consequences of a Tender Offer:
- (i) Share-for-Combined [Redemption and Payment/Issuer Adjustment]
 - (ii) Share-for-Other [Redemption and Payment/Issuer Adjustment]
 - (iii) Share-for-Share [Redemption and Payment/Issuer Adjustment]
- 35 Additional Disruption Events: [Change in Law]
 [Insolvency Filing]
 [Not Applicable]
- 36 Early Redemption Amount
- (i) Early Redemption Amount(s) [As set out in the General Conditions/Other]

payable on redemption for taxation or illegality reasons (General Condition 5(c)) or an event of default (General Condition 9) and/or the method of calculating the same (if required or if different from that set out in the General Conditions):

- | | | |
|----|--|---|
| 37 | Call Option | [Applicable/Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>) |
| | (i) Optional Redemption Date(s): | [•] |
| | (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): | [•] |
| | (iii) If redeemable in part: | [•] |
| | (a) Minimum nominal amount to be redeemed: | [•] |
| | (b) Maximum nominal amount to be redeemed: | [•] |
| | (iv) Option Exercise Date(s): | [•] |
| | (v) Description of any other Issuer's option: | [•] |
| | (vi) Notice period (if other than as set out in the Conditions): | [•] |
| | Put Option | [Applicable/Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>) |
| | (i) Optional Redemption Date(s): | [•] |
| | (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): | [•] |
| | (iii) Option Exercise Date(s): | [•] |
| | (iv) Description of any other Securityholders' option: | [•] |
| | (v) Notice period (if other than as set out in the Conditions): | [•] |
| | GENERAL PROVISIONS | |
| 38 | Form of Securities: | [Bearer Securities/Exchangeable Bearer Securities/Registered Securities]
[Delete as appropriate] |
| | (i) Temporary or permanent Global | [Temporary Global Security/Certificate exchangeable for a permanent Global |

Security/Certificate:	Security/Certificate which is exchangeable for Definitive Securities/Certificates in the limited circumstances specified in the permanent Global Security/Certificate]
	[Temporary Global Security/Certificate exchangeable for Definitive Securities/Certificates on [•] days' notice]
	[Permanent Global Security/Certificate exchangeable for Definitive Securities/Certificates in the limited circumstances specified in the permanent Global Security/Certificate]
(ii) Applicable TEFRA exemption:	[C Rules/D Rules/Not Applicable]
39 Additional Financial Centre(s) (General Condition 6(h)) or other special provisions relating to payment dates:	[Not Applicable/ <i>Give details. Note that this item relates to the place of payment</i>]
40 Talons for future Coupons or Receipts to be attached to Definitive Securities (and dates on which such Talons mature):	[Yes/No. <i>If yes, give details</i>]
41 Stock Exchange(s) to which application will initially be made to list the Securities: <i>(Application may subsequently be made to other stock exchange(s))</i>	None
42 Entities (other than stock exchanges) to which application for listing and/or approval of the Securities will be made:	None
43 ISIN Code:	[•]
44 Common Code:	[•]
45 Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable/ <i>give name(s) and number(s)</i>]
46 Delivery:	Delivery [against/free of] payment
47 Calculation Agent:	[Credit Suisse International/Other]
48 The Agents appointed in respect of the Securities are:	Fiscal Agent: JPMorgan Chase Bank, N.A. Trinity Tower 9 Thomas More Street London E1W 1YT Paying Agents: JPMorgan Chase Bank, N.A.

Trinity Tower
9 Thomas More Street
London E1W 1YT

J.P. Morgan Bank Luxembourg
6 route de Trèves
L-2633
Senningerberg
Luxembourg

Transfer Agent:
J.P. Morgan Bank Luxembourg
6 route de Trèves
L-2633
Senningerberg
Luxembourg

JPMorgan Chase Bank, N.A.
Trinity Tower
9 Thomas More Street
London E1W 1YT

Registrar:
J.P. Morgan Bank Luxembourg
6 route de Trèves
L-2633
Senningerberg
Luxembourg

(Delete or add additional Agents as appropriate)

- | | | |
|----|--|--|
| 49 | Dealer(s): | [Credit Suisse Securities (Europe)
Limited/Other] |
| 50 | Additional steps that may only be taken following approval by Extraordinary Resolution in accordance with General Condition 10(a): | [Not Applicable/give details] |
| 51 | Additional Provisions: | [Not Applicable/give details] |

[STABILISING

In connection with this issue, [*insert name of Stabilising Manager*] (the "Stabilising Agent") or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on the Stabilising Agent or any agent of his to do this. Such stabilising, if commenced, may be discontinued at any time, and must be brought to an end after a limited period.]

Signed on behalf of the Issuer:

By: _____

Duly authorised

By: _____

Duly authorised

ADDITIONAL SELLING RESTRICTIONS

[If applicable]

ANNEX 3 (PRODUCT SUPPLEMENT 2)

Product Supplement
for Unlisted Issues

Credit Suisse International

Registered as unlimited in England and Wales under No. 2500199

Product Supplement for Index Securities and Index Basket Securities relating to the Debt Issuance Programme

This unlisted Product Supplement is supplemental to the Programme Memorandum dated 10 August 2006, as amended, restated or supplemented from time to time (the "Programme Memorandum") relating to the unlisted Debt Issuance Programme of Credit Suisse International (the "Issuer") and is in respect of Securities relating to a specified Index ("Index Securities") and a basket of specified Indices ("Index Basket Securities").

Product Supplement dated 10 August 2006

This unlisted Product Supplement is supplemental to, and should be read and construed in conjunction with, the Programme Memorandum, the relevant Pricing Supplement, the relevant Local Supplement(s) (if any) and all other documents which are incorporated by reference therein. Terms defined in the Programme Memorandum and/or the relevant Pricing Supplement have the same meaning in this Product Supplement.

In the event of any inconsistency between the General Conditions and the Product Terms, the Product Terms will prevail. In the event of any inconsistency between the Pricing Supplement Terms and the General Conditions and the Product Terms, the Pricing Supplement Terms will prevail.

The attention of any prospective purchaser of Securities is drawn to "Investment Considerations" in the Programme Memorandum. Any prospective purchaser should conduct its own investigation into the securities to which the Securities are linked and, in deciding whether or not to purchase the Securities, should form its own view of the merits of an investment related to the relevant Indices based upon such investigations and not solely in reliance upon any information given in the Programme Memorandum, this Product Supplement, the relevant Pricing Supplement and/or the relevant Local Supplement(s) (if any) (together, the "Issue Documentation").

In connection with the issue and sale of the Securities, no person is authorised to give any information or to make any representation not contained in the Issue Documentation, and neither the Issuer nor any Dealer or Selling Agent accepts responsibility for any information or representation so given that is not contained in the Issue Documentation. The Issue Documentation does not constitute an offer of Securities, and may not be used for the purposes of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such offer or solicitation. No action is being taken to permit an offering of the Securities or the distribution of the Issue Documentation in any jurisdiction where any such action is required, except as specified in the relevant Pricing Supplement and/or Local Supplement(s) (if any).

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PRODUCT TERMS OF INDEX SECURITIES AND INDEX BASKET SECURITIES

The following are the product terms and conditions of the Securities which subject to the General Conditions of the Securities and the provisions of the relevant Pricing Supplement, will apply to Index Securities and Index Basket Securities.

1 Definitions

“Averaging Date” means, subject as provided in Product Term 3, in respect of the Valuation Date, in respect of an Index, each date so specified or otherwise determined in respect of that Index as provided in the relevant Pricing Supplement (or, if any such date is not a Scheduled Trading Day in respect of the relevant Index, the next following such Scheduled Trading Day).

“Banking Day” means, in respect of any city, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in such city.

“Disrupted Day” means, in respect of an Index, any Scheduled Trading Day on which (i) (in the case of a Multi-Exchange Index) the Sponsor fails to publish the level of the Index or (in the case of any other Index) the Exchange fails to open for trading during its regular trading session, (ii) any Related Exchange fails to open for trading during its regular trading session or (iii) on which a Market Disruption Event has occurred.

“Early Closure” means, in respect of an Index, the closure on any Exchange Business Day of any relevant Exchange or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

“Exchange” means in respect of any securities comprised in an Index, the stock exchange(s) (from time to time) on which, in the determination of the Sponsor for the purposes of that Index, such securities are listed.

“Exchange Business Day” means, in respect of each Index, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Disruption” means, in respect of an Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Issuer) the ability of market participants in general (i) to effect transactions in, or obtain market values for, (in the case of a Multi-Exchange Index) any security comprised in the Index on any relevant Exchange or (in the case of any other Index) securities that comprise 20 per cent or more of the level of the Index on any relevant Exchange or (ii) to effect transactions in, or obtain market values for, futures or options relating to the relevant Index on any relevant Related Exchange.

“Exchange-traded Contract” means, in respect of an Index, the contract specified as such for that Index in the relevant Pricing Supplement.

“Final Redemption Amount” is as defined in the relevant Pricing Supplement.

“Index” means, subject as provided in Product Term 2(a), an Index (or if more than one, each Index) as specified in the relevant Pricing Supplement.

“Index Basket Security” means a Security relating to more than one specified Index.

“Index Cancellation” is as defined in Product Term 2(b).

“Index Disruption” is as defined in Product Term 2(b).

“Index Level” means, on any relevant Scheduled Trading Day, the level of the relevant Index determined by the Issuer as at the relevant Valuation Time on such Scheduled Trading Day, as calculated and published by the relevant Sponsor, subject to the provisions of the relevant Pricing Supplement.

“Index Modification” is as defined in Product Term 2(b).

“Index Security” means a Security relating to a single specified Index.

“Initial Averaging Date” means, subject as provided in Product Term 3, in respect of the Initial Setting Date, in respect of an Index, each date specified or otherwise determined in respect of that Index as provided in the relevant Pricing Supplement (or, if any such date is not a Scheduled Trading Day in respect of that Index, the next following such Scheduled Trading Day).

“Initial Setting Date” means, in respect of an Index, subject as provided in Product Term 3, the date so specified in the relevant Pricing Supplement (or, if that day is not a Scheduled Trading Day in respect of that Index, the next following such Scheduled Trading Day).

“Interim Valuation Date” means, in respect of an Index, subject as provided in Product Term 3, any date specified as such in the relevant Pricing Supplement or, if that day is not a Scheduled Trading Day for that Index, it shall be the next following day, that is a Scheduled Trading Day for that Index.

“Market Disruption Event” means, in respect of an Index, the occurrence or existence on any Scheduled Trading Day of a Trading Disruption or an Exchange Disruption which in either case the Issuer determines is material or an Early Closure provided that, in the case of a Multi-Exchange Index, the securities comprised in the Index in respect of which an Early Closure, Exchange Disruption and/or Trading Disruption occurs or exists amount, in the determination of the Issuer, in aggregate to 20 per cent. or more of the level of the Index. For the purpose of determining whether a Market Disruption Event exists at any time in respect of a security included in the relevant Index at any time, then the relevant percentage contribution of that security to the level of the relevant Index shall be based on a comparison of (x) the portion of the level of the relevant Index attributable to that security and (y) the overall level of the relevant Index, in each case immediately before the occurrence of such Market Disruption Event, as determined by the Issuer.

“Maturity Date” means the date so specified in the relevant Pricing Supplement.

“Multi-Exchange Index” means an Index in respect of which there is more than one Exchange.

“Observation Date” means, subject as provided in Product Term 3, in respect of an Index, each date so specified or otherwise determined in respect of that Index as provided in the relevant Pricing Supplement (or, where there is no Observation Period, if any such date is not a Scheduled Trading Day in respect of the relevant Index, the next following such Scheduled Trading Day).

“Observation Period” means, subject as provided in Product Term 3, in respect of an Index, the period so specified or otherwise determined in respect of that Index as provided in the relevant Pricing Supplement.

“Official Settlement Price” means, in relation to an Exchange-traded Contract, the official settlement price (however described under the rules of the relevant exchange or its clearing house) on maturity of that Exchange-traded Contract.

“Redemption Date” is as defined in the relevant Pricing Supplement.

“Related Exchange(s)” means, in respect of an Index, the Related Exchange(s), if any, specified in the relevant Pricing Supplement, or such other options or futures exchange(s) as the Issuer may, in its

absolute discretion, select and notify to Securityholders in accordance with General Condition 13 or, in any such case, any transferee or successor exchange, provided, however, that where "All Exchanges" is specified as the Related Exchange in the relevant Pricing Supplement "Related Exchange" shall mean each exchange or quotation system where trading has a material effect (as determined by the Issuer) on the overall market for futures or options contracts relating to such Index.

"Relevant Exchange Rate" means the reference exchange rate for the conversion of the relevant currency into the Settlement Currency (or, if no such direct exchange rates are published, the effective rate resulting from the application of rates into and out of one or more intermediate currencies) as the Issuer may determine to be the prevailing spot rate for such exchange.

"Scheduled Closing Time" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside the regular trading session hours.

"Scheduled Trading Day" means, in respect of an Index other than a Multi-Exchange Index, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions and, in the case of a Multi-Exchange Index, any day on which the Sponsor publishes the level of the Index and each Related Exchange is scheduled to be open for trading for its regular trading sessions.

"Settlement Currency" is as defined in the relevant Pricing Supplement.

"Sponsor" means, in relation to an Index, the corporation or other entity as determined by the Issuer that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments if any, related to such Index, and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day failing whom such person acceptable to the Issuer who calculates and announces the Index or any agent or person acting on behalf of such person.

"Strike Price" is as defined in the relevant Pricing Supplement.

"Successor Index" is as defined in Product Term 2(a).

"TARGET Settlement Day" means a day on which the TARGET System or any successor thereto is operating, where "TARGET" means Trans-European Automated Real-Time Gross Settlement Express Transfer.

"Trading Disruption" means, in respect of an Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) on any relevant Exchange(s) relating to (in the case of a Multi-Exchange Index) any security comprised in the Index or (in the case of any other Index) securities that comprise 20 per cent or more of the level of the Index), or (ii) in futures or options contracts relating to the relevant Index on any relevant Related Exchange.

"Valid Date" is as defined in Product Term 3(b).

"Valuation Date" means, in respect of an Index, either (a) subject as provided in Product Term 3, either the date specified as such in the Pricing Supplement or, if that day is not a Scheduled Trading Day for that Index, the next following day that is a Scheduled Trading Day for that Index or (b) if "Exchange-traded Price Valuation" is specified in the relevant Pricing Supplement for that Index, the Valuation Date shall be the date specified as such in the Pricing Supplement provided that the Official Settlement Price is published on that day (irrespective of whether that day is a Disrupted Day), failing which the Valuation Date shall be determined as provided in (a) above.

“Valuation Time” means, in respect of an Index, the time specified as such in the relevant Pricing Supplement or, if no such time is specified, the time with reference to which the Sponsor calculates the closing level of such Index, or in either such case, such other time as the Issuer may determine in its absolute discretion and notify to Securityholders in accordance with General Condition 13.

Terms defined in the Programme Memorandum and/or the relevant Pricing Supplement have the same meaning in this Product Memorandum.

In the event of any inconsistency between the General Conditions and the Product Terms, the Product Terms will prevail. In the event of any inconsistency between the Pricing Supplement Terms and the General Conditions and the Product Terms, the Pricing Supplement Terms will prevail.

2 Modification or Discontinuation of an Index or Exchange-traded Contract

- (a) If any Index is (i) not calculated and announced by its Sponsor but is calculated and announced by a successor sponsor acceptable to the Issuer or (ii) replaced by a successor index using, in the determination of the Issuer, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then in each case that index (the “Successor Index”) shall be deemed to be the Index.
- (b) *The following provisions will not apply if Exchange-traded Price Valuation is specified as applicable in the relevant Pricing Supplement, save in the circumstances set out in Product Term 2(c)(ii):*

If, in the determination of the Issuer (i) on or before any Observation Date, Valuation Date, Initial Setting Date, Initial Averaging Date, Averaging Date or Interim Valuation Date the Sponsor announces that it will make a material change in the formula for or the method of calculating an Index or in any other way materially modifies an Index (other than a modification prescribed in that formula or method to maintain an Index in the event of changes in constituent securities and capitalisation and other routine events) (an “Index Modification”) or permanently cancels the Index and no Successor Index exists (an “Index Cancellation”) or (ii) on any Observation Date, Valuation Date, Initial Setting Date, Initial Averaging Date, Averaging Date or Interim Valuation Date the Sponsor fails to calculate and announce the Index Level (an “Index Disruption” and together with an Index Modification and an Index Cancellation, each an “Index Adjustment Event”), then:

- (i) if “Issuer Adjustment” is specified as applicable in the relevant Pricing Supplement, the Issuer shall calculate the Final Redemption Amount and/or the relevant Interim Payment, as the case may be, using, in lieu of a published level for such Index, the level for such Index as at the relevant Valuation Time on the relevant Observation Date, Valuation Date, Initial Setting Date, Initial Averaging Date, Averaging Date or Interim Valuation Date as determined by the Issuer in accordance with the formula for and method of calculating such Index last in effect before that change or failure, but using only those securities that comprised such Index immediately before that Index Adjustment Event (other than those securities that have since ceased to be listed on the relevant Exchange) and shall notify the Fiscal Agent and the Securityholders thereof (in accordance with General Condition 13), provided that if the Issuer determines that the modification is solely of a mathematical nature it may in its discretion alternatively use the published level of the Index and make such consequential changes to the method of calculating the Final Redemption Amount and/or the relevant Interim Payment, as the case may be, as it may determine to be appropriate to preserve the economic equivalent effect of the Securities; or
- (ii) if “Redemption and Payment” is specified as applicable in the relevant Pricing Supplement, then (1) in the case of an Index Disruption the Securities shall be redeemed on the relevant Observation Date, Valuation Date, Initial Setting Date, Initial Averaging Date, Averaging

Date or Interim Valuation Date (as the case may be), (2) in the case of an Index Cancellation, the Securities shall be redeemed on the later of the Exchange Business Day in respect of the relevant Index immediately prior to the effectiveness of the Index Cancellation and the date the Index Cancellation is announced by the Sponsor and (3) in the case of an Index Modification, such date as the Issuer may in its discretion determine not later than the Scheduled Trading Day in respect of the relevant Index prior to the effectiveness of such Index Modification. In such event the Issuer shall pay in respect of each Security an amount determined by the Issuer as representing the fair market value of such Security immediately prior to such redemption the formula or method to calculate the relevant Index in effect immediately prior to the relevant Index Adjustment Event. The Issuer will promptly notify Securityholders in accordance with General Condition 13 of any such redemption. Such payment shall be made within five Currency Business Days of such redemption *mutatis mutandis* in accordance with General Condition 6.

If both "Issuer Adjustment" and "Redemption and Payment" are specified as applicable in the relevant Pricing Supplement (or if neither is so specified), the Issuer may in its absolute discretion determine which provisions shall apply in any given circumstance.

(c) *The following provisions will apply if Exchange-traded Price Valuation is specified as applicable in the relevant Pricing Supplement:*

(i) *Adjustments of the Exchange-traded Contract or the Official Settlement Price*

If the terms of the Exchange-traded Contract are changed by the relevant exchange, the calculation of the Final Redemption Amount and/or the relevant Interim Payment, as the case may be, shall be adjusted in such manner as the Issuer may determine, in its absolute discretion, to be appropriate in order to preserve the equivalent economic effect of the Securities. Subject thereto, the Issuer shall ignore, for purposes of determining the Final Redemption Amount and/or the relevant Interim Payment, as the case may be, adjustments made by the relevant exchange to the method of calculation of the Official Settlement Price (including, without limitation, the timing of the valuation of prices of securities). None of the Issuer or the Agents shall have any responsibility in respect of any error or omission or subsequent corrections made in the calculation or publication of an Official Settlement Price, whether caused by negligence or otherwise. If such an adjustment is made the Issuer shall notify the Fiscal Agent of such adjustment and the Issuer shall procure that such adjustment is made available to Securityholders at the specified offices of the Agents.

(ii) *Non-Commencement or Discontinuance of the Exchange-traded Contract*

If there is no Official Settlement Price as a result of the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued at any time on or prior to the Valuation Date, the Official Settlement Price for a Valuation Date shall be deemed to be the level, as determined by the Issuer, of the relevant Index at the Valuation Time on the relevant Exchange on the Valuation Date, subject as provided in Product Term 3(a).

3 Disrupted Days

(a) *Unless Initial Averaging Dates or Averaging Dates are specified as applicable to the Initial Setting Date or the Valuation Date in the relevant Pricing Supplement, the following provisions will apply to the Initial Setting Date or the Valuation Date (as the case may be) and these provisions shall in any case apply to Interim Valuation Dates and shall apply to Observation Dates unless there is an Observation Period:*

If the Issuer determines that any Initial Setting Date, Interim Valuation Date, Observation Date or Valuation Date is a Disrupted Day in respect of an Index, then the Initial Setting Date, Interim

Valuation Date, Observation Date or Valuation Date, as the case may be, for such Index shall be the first succeeding Scheduled Trading Day in respect of such Index that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the original date that, but for the determination by the Issuer of the occurrence of a Disrupted Day, would have been such Initial Setting Date, Interim Valuation Date, Observation Date or Valuation Date, as the case may be, is a Disrupted Day. In that case, (i) that eighth Scheduled Trading Day shall be deemed to be the Initial Setting Date, Interim Valuation Date, Observation Date or Valuation Date, as the case may be, for such Index, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Issuer shall determine the level of such Index as of the relevant Valuation Time on that eighth Scheduled Trading Day in accordance with (subject to the provisions of Product Term 2) the formula for and method of calculating such Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange-traded or quoted price as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Index (or, if the Issuer determines that an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on that eighth Scheduled Trading Day).

- (b) *If Initial Averaging Dates or Averaging Dates are specified as applicable in the relevant Pricing Supplement, the following provisions will apply in relation thereto and, if an Observation Period is specified as applicable in the relevant Pricing Supplement, the following provisions will apply in relation to the Observation Dates:*

If the Issuer determines that an Initial Averaging Date, Averaging Date or Observation Date is a Disrupted Day in respect of an Index and, if under “Initial Averaging Date Disrupted Day”, “Averaging Date Disrupted Day” or “Observation Date Disrupted Day” (as the case may be) in the relevant Pricing Supplement the consequence specified is:

- (i) “Omission”, then such Initial Averaging Date, Averaging Date or Observation Date (as the case may be) will be deemed not to be a relevant Initial Averaging Date, Averaging Date or Observation Date (as the case may be) for the purposes of determining the relevant Final Redemption Amount and/or the relevant Interim Payment, as the case may be, provided that, if through the operation of this provision there would not be an Initial Averaging Date, Averaging Date or Observation Date (as the case may be), then Product Term 3(a) will apply *mutatis mutandis* for the purposes of determining the relevant level on the final Initial Averaging Date, final Averaging Date or final Observation Date, as the case may be;
- (ii) “Postponement”, then Product Term 3(a) will apply *mutatis mutandis* for the purposes of determining the relevant level on that Initial Averaging Date, Averaging Date or Observation Date (as the case may be) irrespective of whether, pursuant to such determination, that deferred Initial Averaging Date, Averaging Date or Observation Date (as the case may be) would fall on a day that already is or is deemed to be an Initial Averaging Date, Averaging Date or Observation Date (as the case may be) in respect of the relevant Index; or
- (iii) “Modified Postponement”, then the Initial Averaging Date, Averaging Date or Observation Date (as the case may be) shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Initial Averaging Date, Averaging Date, Observation Date or Disrupted Day in respect of the relevant Index, would have been the final Initial Averaging Date, final Averaging Date or final Observation Date, as the case may be, in respect of the relevant Index then (A) that eighth Scheduled Trading Day shall be deemed the Initial Averaging Date, Averaging Date or Observation Date (as the case may be) in respect of the relevant Index (irrespective of whether that eighth Scheduled Trading Day is already an Initial Averaging Date, Averaging

Date or Observation Date (as the case may be)), and (B) the Issuer shall determine the relevant level for that Initial Averaging Date, Averaging Date or Observation Date (as the case may be) in accordance with Product Term 3(a).

“Valid Date” means a Scheduled Trading Day which the Issuer determines is not a Disrupted Day and on which another Initial Averaging Date, Averaging Date or Observation Date (as the case may be) does not or is not deemed to occur.

(c) *Notification of Disrupted Days*

The Issuer shall as soon as reasonably practicable under the circumstances notify the Securityholders of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been the Initial Setting Date, an Initial Averaging Date, an Averaging Date, an Observation Date, an Interim Valuation Date or a Valuation Date. Failure by the Issuer to notify the Securityholders of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day.

4 Responsibility

None of the Issuer or the Agents shall have any responsibility in respect of any error or omission or subsequent corrections made in the calculation or announcement of an Index, whether caused by negligence or otherwise.

PRO FORMA PRICING SUPPLEMENTS

[Pro Forma Index Securities Pricing Supplement]

Credit Suisse International

Registered as unlimited in England and Wales under No. 2500199

This Pricing Supplement is supplemental to the Programme Memorandum dated 10 August 2006 (the "Programme Memorandum") relating to the unlisted Debt Issuance Programme of Credit Suisse International (the "Issuer") and is in respect of Securities relating to a specified Index ("Index Securities").

[TITLE OF ISSUE]

Issue Price: [●]

Pricing Supplement dated [●, ● ●]

This Pricing Supplement is supplemental to, and should be read and construed in conjunction with, the Programme Memorandum, the product supplement dated 10 August 2006 in respect of Index Securities and Index Basket Securities (the "Product Supplement"), [the relevant Local Supplement(s) *delete if not applicable; specify if applicable*] and all other documents which are incorporated by reference therein.

Terms defined in the Programme Memorandum and/or the relevant Product Supplement have the same meaning in this Pricing Supplement.

In the event of any inconsistency between the General Conditions and the Product Terms, the Product Terms will prevail. In the event of any inconsistency between the Pricing Supplement Terms and the General Conditions and the Product Terms, the Pricing Supplement Terms will prevail.

[References to [CURRENCY SYMBOL] are to [SPECIFY CURRENCY].]¹

¹ Delete if the relevant currency is referenced in General Condition 16

INVESTMENT CONSIDERATIONS

The Securities involve complex risks which include equity market risks and may include interest rate, foreign exchange and/or political risks.

Before buying Securities, investors should carefully consider, among other things, (i) the trading price of the Securities, (ii) the value and volatility of the Index, (iii) the probable range of Final Redemption Amounts, (iv) any change(s) in interim interest rates and dividend yields, (v) any change(s) in currency exchange rates, (vi) the depth of the market or liquidity of the securities comprised in the Index and (vii) any related transaction costs.

It is not possible to predict the price at which Securities will trade in the secondary market or whether such market will be liquid or illiquid. Since the Securities will not be listed or traded on any exchange, pricing information for the Securities may be more difficult to obtain and the liquidity of the Securities may be adversely affected. The Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held or resold or surrendered for cancellation. The secondary market for Securities may be limited. The only way in which a holder can realise value from a Security prior to the Maturity Date in relation to such Security is to sell it at its then market price in an available secondary market.

Fluctuations in the level of the Index will affect the value of the Securities.

[INSERT OTHER CONSIDERATIONS SPECIFIC TO ISSUE]

Except as set out below, the Securities will be subject to the General Conditions set out in the Programme Memorandum, the Product Terms set out in the Product Supplement and also to the following Pricing Supplement Terms:

“Not Applicable” means an item is not applicable at the date of this Pricing Supplement, subject to amendment as provided in the Conditions. Italics in the left column denote a brief explanation of the Pricing Supplement Terms. Words in italics do not form any part of the Pricing Supplement Terms.

1	Series Number:	[•]
2	Tranche Number:	[•]/Not Applicable <i>(If fungible with an existing Series, give details of that series, including the date on which the Securities become fungible).</i>
3	Specified Currency or Currencies:	[•]
4	Aggregate Nominal Amount:	[•]
	(i) Series:	[•]
	(ii) Tranche:	[•]
5	Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (in the case of fungible issues only, it applicable)]
6	Specified Denominations:	[•]
	(i) Tradeable Amount	[•]/[Not applicable]
7	Issue Date:	[•]
8	Interest Commencement Date:	[•] <i>(Specify if different from the Issue Date)</i>
9	Maturity Date:	[•] <i>[specify date for Fixed Rate or Zero Coupon Securities]</i> or <i>(for Floating Rate Securities)</i> Interest Payment Date falling in [•] <i>[specify the relevant month and year]</i>
10	Interest Basis:	[Fixed Rate] [Floating Rate] [Zero Coupon] [Other (specify)] <i>(further particulars specified below)</i>
11	Redemption/Payment Basis:	The Final Redemption Amount will be determined as provided below.
12	Change of Redemption/Payment Basis:	<i>[Specify details of any provision for convertibility of Securities into another redemption/payment basis]</i>
13	Put/Call Options	[Call/Put (further particulars specified below)/Not Applicable]
	PROVISIONS RELATING TO INTEREST	
14	Fixed Rate Provisions	[Applicable/Not Applicable]

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

- (i) Rate [(s)] of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [•] in each year
- (iii) Fixed Coupon Amount [(s)]: [•] per [•] in nominal amount
- (iv) Broken Amount: *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s) and the Interest Payment Date(s) to which they relate]*
- (v) Day Count Fraction (General Condition 4(i)): [Actual/365
Actual/Actual - ISDA
Actual/365 (fixed)
Actual/360
30/360
360/360
Bond Basis
30E/360
Eurobond Basis
Actual/Actual - ICMA]
- (vi) Determination Date(s): *[Insert day(s) and month(s) on which interest is normally paid (if more than one, then insert such dates in the alternative)]* in each year^{*}
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Securities: [Not Applicable/give details]

15 **Floating Rate Provisions**

[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*

- (i) Specified Period(s)/Specified Interest Payment Dates: [•]
- (ii) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (iii) Additional Business Centre(s) (General Condition 4(i)): [•]

* Only to be completed for an issue where Day Count Fraction is Actual/Actual-ISMA.

(iv)	Interest Period Date(s):	[Not Applicable/ <i>specify dates</i>] [•]
(v)	ISDA Determination:	
	– Floating Rate Option:	[•]
	– Designated Maturity:	[•]
	– Reset Date:	[•]
	– ISDA Definitions: (if different from those set out in the Conditions)	[•]
(vi)	Margin(s):	[+/-] [•] per cent. per annum
(vii)	Minimum Rate of Interest:	[•] per cent. per annum
(viii)	Maximum Rate of Interest:	[•] per cent. per annum
(ix)	Day Count Fraction (General Condition 4(i)):	[Actual/365 Actual/Actual - ISDA Actual/365 (fixed) Actual/360 30/360 360/360 Bond Basis 30E/360 Eurobond Basis Actual/Actual - ICMA]
(x)	Rate Multiplier:	[•]
(xi)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Securities, if different from those set out in the Conditions:	[•]
16	Variable Rate Security Provisions	[Applicable/Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>)
(i)	Rate[(s)] of Interest:	[•]
(ii)	Additional Business Centre(s) (General Condition 4(j)):	[•]
(iii)	Interest Payment Date(s):	[•] in each year
(iv)	Interest Determination Date:	[The date falling [•] Business Days prior to the Interest Payment Date for each Interest Period/The date falling [•] Business Days prior to the beginning of each Interest Period/Other (specify)]
(v)	Day Count Fraction (General Condition 4(j)):	[Actual/365 Actual/365 (fixed) Actual/360 30/360 360/360]

		Bond Basis 30E/360 Eurobond Basis Actual/Actual - ICMA]
	(vi) Determination Date(s):	[•] [Insert day(s) and month(s) on which interest is normally paid (if more than one, then insert such dates in the alternative)] in each year.
	(vii) Other terms relating to the method of calculating interest for Fixed Rate Securities:	[Not Available/give details]
17	Zero Coupon Security Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Amortisation Yield (General Condition 5(b)):	[•] per cent. per annum
	(ii) Day Count Fraction (General Condition 4(i)):	[Actual/365 Actual/Actual - ISDA Actual/365 (fixed) Actual/360 30/360 360/360 Bond Basis 30E/360 Eurobond Basis Actual/Actual - ICMA]
	(iii) Any other formula/basis of determining amount payable:	[•]
	PROVISIONS RELATING TO REDEMPTION	
18	Final Redemption Amount	The Final Redemption Amount in respect of each Security will be [•] <i>[set out formula and related definitions for calculating the Final Redemption Amount/[Nominal amount/Other]</i>
19	Index: <i>(The Index to which the Securities relate)</i>	[•]
20	Related Exchange(s): <i>(Used, inter alia, for the purposes of Disrupted Day, and for the purposes of the definitions of Exchange Business Day and Scheduled Trading Day)</i>	[[•]/All Exchanges]
21	Modification or Discontinuation of an Index: <i>(This determines the consequences of a modification or discontinuation of an Index under Product Term 2(b))</i>	[Issuer Adjustment [/[and] Redemption and Payment]

22	Initial Index Level:	[●]/The Index Level on the Initial Setting Date/The arithmetical average (rounded down to two decimal places) of the Index Levels on each of the Initial Averaging Dates]
23	Initial Averaging Dates: <i>(The Initial Index Level is determined by reference to the levels of the Index prevailing on those dates)</i>	[●]/Not Applicable
24	Initial Averaging Date Disrupted Day: <i>(Provisions determining the consequences of an Initial Averaging Date being a Disrupted Day)</i>	[specify consequence] [Omission] [Postponement] [Modified Postponement]
25	Initial Setting Date: <i>(This is the date for setting the Initial Index Level)</i>	[●] Not Applicable <i>[Not Applicable if there is no Initial Index Level or if it is known on the Issue Date]</i>
26	Valuation Time: <i>(The time at which the Index level or Exchange-traded Contract's price is determined, by reference to which the Final Redemption Amount will be determined. If nothing is specified, it defaults to the time by reference to which the closing level or the Official Settlement Price, as the case may be, is determined)</i>	[●]/As per the Product Terms
27	Averaging Dates: <i>(The Final Redemption Amount is determined by reference to the levels of the Index prevailing on these dates)</i>	[●] Not Applicable
28	Averaging Date Disrupted Day: <i>(Provisions determining the consequences of an Averaging Date being a Disrupted Day)</i>	[specify consequence] [Omission] [Postponement] [Modified Postponement]
29	Valuation Date:	[●] [specify date] <i>(This must be sufficiently before the Maturity Date to allow for non-Business Days and Disrupted Days)</i>
30	Interim Valuation Date(s):	[[●] [specify dates]/Not Applicable] <i>(Only needed if the Final Redemption Amount is determined by reference to the level(s) of the Index prevailing on this/these date(s))</i>
31	Observation Period: <i>(The period during which Observation Dates occur)</i>	[Not Applicable/The period from and including [●] to and including [●], subject as provided in Product Term 3.]
32	Observation Dates:	[[SPECIFY DATES]/Each Scheduled

	<i>(Amounts payable are determined by reference to the levels of the Index prevailing on these dates)</i>	Trading Day in the Observation Period]
33	Observation Date Disrupted Day: <i>(Provisions determining the consequences of an Observation Date being a Disrupted Day)</i>	[Omission/Postponement/Modified Postponement]
34	Settlement Price:	[The Index Level on the Valuation Date/the Official Settlement Price on the Valuation Date or, if no Official Settlement Price is published on that date, the Index Level on the Valuation Date shall be substituted for such Official Settlement Price]/[The arithmetical average (rounded down to two decimal places) of the Index Levels on each of the Averaging Dates/Observation Dates]./Not Applicable
35	Settlement Currency: <i>(The currency in which the Final Redemption Amount will be paid)</i>	[The Specified Currency/ [●]]
36	Exchange-traded Price Valuation: <i>(If Exchange-traded Price Valuation is applicable, the Final Redemption Amount will be calculated by reference to the Exchange-traded Contract subject to the Conditions)</i>	[Applicable/Not Applicable]
37	Exchange-traded Contract:	[Option/Futures]
	(A) Index	[●]
	(B) Delivery Month	[●]
	(C) Exchange on which it is traded	[●]
		<i>[Delete if Exchange-traded Price Valuation is not applicable]</i>
38	Early Redemption Amount	
	(i) Early Redemption Amount(s) payable on redemption for taxation or illegality reasons (General Condition 5(c)) or an event of default (General Condition 9) and/or the method of calculating the same (if required or if different from that set out in the General Conditions):	[As set out in the General Conditions/Other]
39	Call Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Final Redemption Amount(s) and method, if any, of calculation of such amount(s):	[●]

	(iii) If redeemable in part:	[●]
	(a) Minimum nominal amount to be redeemed:	[●]
	(b) Maximum nominal amount to be redeemed:	[●]
	(iv) Option Exercise Date(s):	[●]
	(v) Description of any other Issuer's option:	[●]
	(vi) Notice period (if other than as set out in the Conditions):	[●]
40	Put Option	[Applicable/Not Applicable (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>)
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[●]
	(iii) Option Exercise Date(s):	[●]
	(iv) Description of any other Securityholders' option:	[●]
	(v) Notice period (if other than as set out in the Conditions):	[●]
	GENERAL PROVISIONS	
41	Form of Securities:	Bearer Securities/Exchangeable Bearer Securities/Registered Securities [Delete as appropriate]
	(i) Temporary or permanent Global Security/Certificate:	[Temporary Global Security/Certificate exchangeable for a permanent Global Security/Certificate which is exchangeable for Definitive Securities/Certificates in the limited circumstances specified in the permanent Global Security/Certificate] [Temporary Global Security/Certificate exchangeable for Definitive Securities/Certificates on [●] days' notice] [Permanent Global Security/Certificate exchangeable for Definitive Securities/Certificates in the limited circumstances specified in the permanent Global Security/Certificate]
	(ii) Applicable TEFRA exemption:	[C Rules/D Rules/Not Applicable]
42	Additional Financial Centre(s) (General Condition 6(h)) or other special provisions relating to payment dates:	[Not Applicable/ <i>Give details. Note that this item relates to the place of payment, and not interest period end dates, to which item 15(iii) relates</i>]

43	Talons for future Coupons or Receipts to be attached to Definitive Securities (and dates on which such Talons mature):	[Yes/No. <i>If yes, give details</i>]
44	Details relating to Partly Paid Securities: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Securities and interest due on late payment:	[Not Applicable/ <i>give details</i>]
45	Details relating to Instalment Securities:	Not Applicable
46	Stock Exchange(s) to which application will initially be made to list the Securities: <i>(Application may subsequently be made to other stock exchange(s))</i>	None
47	Entities (other than stock exchanges) to which application for listing and/or approval of the Securities will be made:	None
48	ISIN Code:	[●]
49	Common Code:	[●]
50	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable/ <i>give name(s) and number(s)</i>]
51	Delivery:	Delivery [against/free of] payment
52	Calculation Agent:	[Credit Suisse International/ <i>OTHER</i>]
53	The Agents appointed in respect of the Securities are:	Fiscal Agent: JPMorgan Chase Bank, N.A. Trinity Tower 9 Thomas More Street London E1W 1YT Paying Agents: JPMorgan Chase Bank, N.A. Trinity Tower 9 Thomas More Street London E1W 1YT J.P.Morgan Bank Luxembourg 6 route de Tréves L-2633 Senningerberg Luxembourg Transfer Agent: J.P.Morgan Bank Luxembourg 6 route de Tréves L-2633 Senningerberg Luxembourg JPMorgan Chase Bank, N.A.

Trinity Tower
9 Thomas More Street
London E1W 1YT

Registrar:
J.P.Morgan Bank Luxembourg
6 route de Trèves
L-2633
Senningerberg
Luxembourg

(Delete or add additional Agents as appropriate)

- | | | |
|----|--|---|
| 54 | Dealer(s): | [Credit Suisse Securities (Europe) Limited/Other] |
| 55 | Additional steps that may only be taken following approval by Extraordinary Resolution in accordance with General Condition 10(a): | [Not Applicable/give details] |
| 56 | Additional Provisions: | [Not Applicable/give details] |

[STABILISING

In connection with this issue, [*insert name of Stabilising Manager*] (the “Stabilising Agent”) or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on the Stabilising Agent or any agent of his to do this. Such stabilising, if commenced, may be discontinued at any time, and must be brought to an end after a limited period.]

Signed on behalf of the Issuer:

By: _____

Duly authorised

By: _____

Duly authorised

ADDITIONAL SELLING RESTRICTIONS

[If applicable]

Credit Suisse International

Registered as unlimited in England and Wales under No. 2500199

This Pricing Supplement is supplemental to the Programme Memorandum dated 10 August 2006 (the “Programme Memorandum”) relating to the Debt Issuance Programme of Credit Suisse International (the “Issuer”) and is in respect of Securities relating to a specified basket of Indices (“Index Basket Securities”).

[TITLE OF ISSUE]

Issue Price: [●]

Pricing Supplement dated [●, ● ●]

This Pricing Supplement is supplemental to, and should be read and construed in conjunction with, the Programme Memorandum, the product supplement dated 10 August 2006 in respect of Index Securities and Index Basket Securities (the "Product Supplement"), [the relevant Local Supplement(s) *delete if not applicable; specify if applicable*] and all other documents which are incorporated by reference therein.

Terms defined in the Programme Memorandum and/or the relevant Product Supplement have the same meaning in this Pricing Supplement.

In the event of any inconsistency between the General Conditions and the Product Terms, the Product Terms will prevail. In the event of any inconsistency between the Pricing Supplement Terms and the General Conditions and the Product Terms, the Pricing Supplement Terms will prevail.

[References to [CURRENCY SYMBOL] are to [SPECIFY CURRENCY].]¹

¹ Delete if the relevant currency is referenced in General Condition 16

INVESTMENT CONSIDERATIONS

The Securities involve complex risks which include equity market risks and may include interest rate, foreign exchange and/or political risks.

Before buying Securities, investors should carefully consider, among other things, (i) the trading price of the Securities, (ii) the value and volatility of the Indices, (iii) the probable range of Final Redemption Amounts, (iv) any change(s) in interim interest rates and dividend yields, (v) any change(s) in currency exchange rates, (vi) the depth of the market or liquidity of the securities comprised in the Indices and (vii) any related transaction costs.

It is not possible to predict the price at which Securities will trade in the secondary market or whether such market will be liquid or illiquid. Since the Securities will not be listed or traded on any exchange, pricing information for the Securities may be more difficult to obtain and the liquidity of the Securities may be adversely affected. The Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held or resold or surrendered for cancellation. The secondary market for Securities may be limited. The only way in which a holder can realise value from a Security prior to the Maturity Date in relation to such Security is to sell it at its then market price in an available secondary market.

Fluctuations in the level of the Indices will affect the value of the Securities.

[INSERT OTHER CONSIDERATIONS SPECIFIC TO ISSUE]

Except as set out below, the Securities will be subject to the General Conditions set out in the Programme Memorandum, the Product Terms set out in the Product Supplement and also to the following Pricing Supplement Terms:

“Not Applicable” means an item is not applicable at the date of this Pricing Supplement, subject to amendment as provided in the Conditions. Italics in the left column denote a brief explanation of the Pricing Supplement Terms. Words in italics do not form any part of the Pricing Supplement Terms.

1	Series Number:	[•]
2	Tranche Number:	[•]/Not Applicable <i>(If fungible with an existing Series, give details of that series, including the date on which the Securities become fungible).</i>
3	Specified Currency or Currencies:	[•]
4	Aggregate Nominal Amount:	
	(i) Series:	[•]
	(ii) Tranche:	[•]
5	Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (in the case of fungible issues only, if applicable)]
6	Specified Denominations:	[•]
7	Issue Date:	[•]
8	Interest Commencement Date:	[•] (Specify if different from the Issue Date)
9	Maturity Date:	[•] [specify date for Fixed Rate or Zero Coupon Securities] or (for Floating Rate Securities) Interest Payment Date falling in [•] [specify the relevant month and year]
10	Interest Basis:	[Fixed Rate] [Floating Rate] [Zero Coupon] [Other (specify)] (further particulars specified below)
11	Redemption/Payment Basis:	The Final Redemption Amount will be determined as provided below.
12	Change of Redemption/Payment Basis:	<i>[Specify details of any provision for convertibility of Securities into another redemption/payment basis]</i>
13	Put/Call Options:	[Call/Put (further particulars specified below)/Not Applicable]
	PROVISIONS RELATING TO INTEREST	
14	Fixed Rate Security Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>

- (i) Rate [(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrear]
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount [(s)]: [●] per [●] in nominal amount
- (iv) Broken Amount: *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s) and the Interest Payment Date(s) to which they relate]*
- (v) Day Count Fraction (General Condition 4(i)):
- [Actual/365
- Actual/Actual - ISDA
- Actual/365 (fixed)
- Actual/360
- 30/360
- 360/360
- Bond Basis
- 30E/360
- Eurobond Basis
- Actual/Actual - ICMA]
- (vi) Determination Date(s): *[Insert day(s) and month(s) on which interest is normally paid (if more than one, then insert such dates in the alternative)]* in each year*
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Securities: [Not Applicable/give details]

15 **Floating Rate Provisions** [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*

- (i) Specified Period(s)/Specified Interest Payment Dates: [●]
- (ii) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (iii) Additional Business Centre(s) (General Condition 4(i)): [●]
- (iv) Interest Period Date(s): [Not Applicable/specify dates]
- (v) ISDA Determination:
- Floating Rate Option: [●]

	- Designated Maturity:	[●]
	- Reset Date:	[●]
	- ISDA Definitions: (if different from those set out in the Conditions)	[●]
(vi)	Margin(s):	[+/-] [●] per cent. per annum
(vii)	Minimum Rate of Interest:	[●] per cent. per annum
(viii)	Maximum Rate of Interest:	[●] per cent. per annum
(ix)	Day Count Fraction (General Condition 4(i)):	[Actual/365 Actual/Actual - ISDA Actual/365 (fixed) Actual/360 30/360 360/360 Bond Basis 30E/360 Eurobond Basis Actual/Actual - ICMA]
(x)	Rate Multiplier:	[●]
(xi)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Securities, if different from those set out in the Conditions:	[●]
16	Variable Rate Security Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Rate[(s)] of Interest:	[●]
(ii)	Additional Business Centre(s) (General Condition 4(j)):	[●]
(iii)	Interest Payment Date(s):	[●] in each year
(iv)	Interest Determination Date:	[The date falling [●] Business Days prior to the Interest Payment Date for each Interest Period/The date falling [●] Business Days prior to the beginning of each Interest Period/Other (specify)]
(v)	Day Count Fraction (General Condition 4(j)):	[Actual/365 Actual/365 (fixed) Actual/360 30/360 360/360 Bond Basis]

21	Initial Index Level:	[[●]/The arithmetical average (rounded down to two decimal places) of the Index Levels of the Indices on the Initial Setting Date/The arithmetical average (rounded down to two decimal places) of the arithmetical average (rounded down to two decimal places) of the Index Levels of the Indices on each of the Initial Averaging Dates/OTHER]
22	Initial Averaging Dates: <i>(The Initial Index Level in respect of an index is determined by reference to the levels of that Index prevailing on these dates)</i>	[●]/Not Applicable [<i>Not Applicable if there is no Initial Index Level or it is known on the Issue Date</i>]
23	Initial Averaging Date Disrupted Day: <i>(Provisions determining the consequences of an Initial Averaging Date being a Disrupted Day)</i>	[specify consequence] [Omission] [Postponement] [Modified Postponement]
24	Initial Setting Date: <i>(This is the date for setting the Initial Index Level)</i>	[●] Not Applicable
25	Valuation Time: <i>(The time at which an Index Level will be determined. If nothing is specified, it defaults to the time by reference to which the closing level or the Official Settlement Price, as the case may be, is determined)</i>	[●]/As per the Product Terms
26	Averaging Dates: <i>(The Final Redemption Amount is determined by reference to the levels of the Indices prevailing on these dates)</i>	[●] Not Applicable
27	Averaging Date Disrupted Day: <i>(Provisions determining the consequences of an Averaging Date being a Disrupted Day)</i>	[specify consequence] [Omission] [Postponement] [Modified Postponement]
28	Valuation Date:	[●] [Specify date] <i>(This must be sufficiently before the Maturity Date to allow for non-Business Days and Disrupted Days)</i>
29	Interim Valuation Date(s):	[●] [specify dates]/Not Applicable <i>(Only needed if the Final Redemption Amount is determined by reference to the level(s) of the Indices prevailing on this/these date(s))</i>
30	Observation Period: <i>(The period during which Observation Dates occur)</i>	[Not Applicable/The period from and including [●] to and including [●], subject as provided in Product Term 3.]

31	<p>Observation Dates: <i>(Amounts payable are determined by reference to the levels of the Indices prevailing on these dates)</i></p>	<p>[[<i>SPECIFY DATES</i>]/Each Scheduled Trading Day in respect of the relevant Index in the Observation Period]</p>
32	<p>Observation Date Disrupted Day: <i>(Provisions determining the consequences of an Observation Date being a Disrupted Day)</i></p>	<p>[Omission/Postponement/Modified Postponement]</p>
33	<p>Settlement Price:</p>	<p>[The arithmetical average (rounded down to two decimal places) of the Index Levels of the Indices on the Valuation Date/The arithmetical average (rounded down to two decimal places) of the Index Levels of the Indices on each of the Averaging Dates/Observation Dates]./Other</p>
34	<p>Settlement Currency: <i>(The currency in which the Final Redemption Amount will be paid)</i></p>	<p>[The Specified Currency/ [●]]</p>
35	<p>Early Redemption Amount</p> <p>(i) Early Redemption Amount(s) payable on redemption for taxation or illegality reasons (General Condition 5(c)) or an event of default (General Condition 9) and/or the method of calculating the same (if required or if different from that set out in the General Conditions):</p>	<p>[As set out in the General Conditions/Other]</p>
36	<p>Call Option</p> <p>(i) Optional Redemption Date(s):</p> <p>(ii) Optional Final Redemption Amount(s) and method, if any, of calculation of such amount(s):</p> <p>(iii) If redeemable in part:</p> <p style="padding-left: 20px;">(a) Minimum nominal amount to be redeemed:</p> <p style="padding-left: 20px;">(b) Maximum nominal amount to be redeemed:</p> <p>(iv) Option Exercise Date(s):</p> <p>(v) Description of any other Issuer's option:</p> <p>(vi) Notice period (if other than as set out in the Conditions):</p>	<p>[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> <p>[●]</p> <p>[●]</p> <p>[●]</p> <p>[●]</p> <p>[●]</p> <p>[●]</p> <p>[●]</p> <p>[●]</p>
37	<p>Put Option</p> <p>(i) Optional Redemption Date(s):</p>	<p>[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> <p>[●]</p>

- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [●]
- (iii) Option Exercise Date(s): [●]
- (iv) Description of any other Securityholders' option: [●]
- (v) Notice period (if other than as set out in the Conditions): [●]

GENERAL PROVISIONS

- 38 Form of Securities: Bearer Securities/Exchangeable Bearer Securities/Registered Securities/Other (specify)
[Delete as appropriate]
- (i) Temporary or permanent Global Security/Certificate: [Temporary Global Security/Certificate exchangeable for a permanent Global Security/Certificate which is exchangeable for Definitive Securities/Certificates in the limited circumstances specified in the permanent Global Security/Certificate]
[Temporary Global Security/Certificate exchangeable for Definitive Securities/Certificates on [●] days' notice]
[Permanent Global Security/Certificate exchangeable for Definitive Securities/Certificates in the limited circumstances specified in the permanent Global Security/Certificate]
- (ii) Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable]
- 39 Additional Financial Centre(s) (General Condition 6(h)) or other special provisions relating to payment dates: [Not Applicable/Give details. Security that this item relates to the place of payment, and not interest period end dates to which item 15 (iii) relates]
- 40 Talons for future Coupons or Receipts to be attached to Definitive Securities (and dates on which such Talons mature): [Yes/No. If yes, give details]
- 41 Details relating to Partly Paid Securities: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Securities and interest due on late payment: [Not Applicable/give details]
- 42 Details relating to Instalment Securities: Not Applicable
- 43 Stock Exchange(s) to which application will initially be made to list the Securities: None
(Application may subsequently be made to other

	<i>stock exchange(s)</i>	
44	Entities (other than stock exchanges) to which application for listing and/or approval of the Securities will be made:	None
45	ISIN Code:	[•]
46	Common Code	[•]
47	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable/ <i>give name(s) and number(s)</i>]
48	Delivery:	Delivery [against/free of] payment
49	Calculation Agent:	[Credit Suisse International/Other]
50	The Agents appointed in respect of the Securities are:	Fiscal Agent: JPMorgan Chase Bank, N.A. Trinity Tower 9 Thomas More Street London E1W 1YT Paying Agents: JPMorgan Chase Bank, N.A. Trinity Tower 9 Thomas More Street London E1W 1YT J.P.Morgan Bank Luxembourg 6 route de Trèves L-2633 Senningerberg Luxembourg Transfer Agent: J.P.Morgan Bank Luxembourg 6 route de Trèves L-2633 Senningerberg Luxembourg JPMorgan Chase Bank, N.A. Trinity Tower 9 Thomas More Street London E1W 1YT Registrar: J.P.Morgan Bank Luxembourg 6 route de Trèves L-2633 Senningerberg Luxembourg <i>[Delete or add additional Agents as appropriate]</i>
51	Dealer(s):	[Credit Suisse Securities(Europe) Limited/Other]

- 52 Additional steps that may only be taken following approval by Extraordinary Resolution in accordance with General Condition 10(a): [Not Applicable/*give details*]
- 53 Additional Provisions: [Not Applicable/*give details*]

[STABILISING

In connection with this issue, [*insert name of Stabilising Manager*] (the "Stabilising Agent") or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on the Stabilising Agent or any agent of his to do this. Such stabilising, if commenced, may be discontinued at any time, and must be brought to an end after a limited period.]

Signed on behalf of the Issuer:

By: _____

Duly authorised

By: _____

Duly authorised

ADDITIONAL SELLING RESTRICTIONS

[If applicable]



Credit Suisse International

Debt Issuance Programme (Unlimited Program Size)

This Supplement (the "**Supplement**") is supplemental to, and should be read in conjunction with, (i) the Listing Supplement dated 2 October 2015 (the "**Listing Supplement**") in respect of the debt issuance programme established by Credit Suisse International ("**CSI**" or the "**Issuer**") on 10 August 2006 for the issuance of securities of CSI (the "**Securities**") (as supplemented from time to time), (ii) any other documents incorporated by reference therein and (iii) in relation to any particular Securities, the Pricing Supplement relating to those Securities. Capitalised terms used in this Supplement but not defined herein shall have the meanings ascribed to them in the Listing Supplement.

Supplement to Listing Supplement dated 20 September 2016

OVERVIEW OF THE PROGRAMME

The section in the Listing Supplement entitled "OVERVIEW OF THE PROGRAMME - Key risks relating to the Securities" shall be updated by the information below in its entirety.

Key risks relating to the Securities

Investors may lose some or all of their investment if one or more of the following occurs: (a) the Securities do not provide for scheduled repayment in full of the issue or purchase price at maturity or upon mandatory early redemption or optional early redemption of the Securities, (b) the Issuer fails and is unable to make payments owing under the Securities, (c) any adjustments are made to the terms and conditions of the Securities following certain events affecting the Issuer's hedging arrangements or the underlying asset(s), that result in the amount payable or shares delivered being reduced, or (d) investors sell their Securities prior to maturity in the secondary market at an amount that is less than the initial purchase price.

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Listing Supplement. The Issuer is acting solely in the capacity of an arm's length contractual counterparty and not as an investor's financial adviser or fiduciary in any transaction. The purchase of Securities involves substantial risks and an investment in Securities is only suitable for investors who (either alone or in conjunction with an appropriate financial adviser) fully evaluate the risks and merits of such an investment in the Securities and who have sufficient resources to be able to bear any losses that may result therefrom. Therefore, before making an investment decision, prospective investors of Securities should ensure that they understand the nature of the Securities and the extent of their exposure to risks and consider carefully, in the light of their own financial circumstances, financial condition and investment objectives, all the information set forth in this Listing Supplement and any documents incorporated by reference herein. This Listing Supplement cannot disclose whether the Securities are a suitable investment in relation to any investor's particular circumstances; therefore investors may wish to consult their own financial, tax, legal or other advisers as they consider appropriate and carefully review and consider such an investment decision in the light of the information set forth in this Listing Supplement.

A secondary market for the Securities may not develop and, if one does develop, it may not provide the holders of the Securities with liquidity and may not continue for the life of the Securities. The Issuer may, but is not obliged to, purchase the Securities at any time at any price, and may hold, resell or cancel them. Where the relevant distributor(s) may only confirm the amount or number of Securities sold to investors after the Securities have been issued, the Issuer may cancel some of the Securities if the amount or number of Securities subscribed for or purchased is less than the aggregate nominal amount or number of Securities (as applicable) issued on the Issue Date. The market for the Securities may be limited. The only way in which a holder can realise value from a Security prior to its maturity is to sell it at its then market price in the market. The price in the market for a Security may be less than its issue price even though the value of any Underlying Asset may not have changed since the issue date. Further, the price at which a holder sells its Securities in the market may reflect a commission or a dealer discount, which would further reduce the proceeds it would receive for its Securities. Accordingly, Securities are only suitable for investors who are prepared to hold Securities for an indefinite period of time or until redemption or expiry of the Securities.

Where amounts payable under Securities are linked to one or more Underlying Assets, an investment in the Securities is not the same as an investment in the Underlying Asset(s) or an investment directly linked to the Underlying Asset(s), and an investor may be worse off as a result. For example:

- the Underlying Asset(s) will not be held by the Issuer for the benefit of investors, and investors will have no rights of ownership, including, without limitation, any voting rights, any rights to receive dividends or other distributions or any other rights with respect to any Underlying Asset;
- if the Securities are subject to a cap, an investor will not participate in any change in the value of the Underlying Asset(s) over and beyond the price, level, rate or other applicable value needed to reach the cap; and

- if the upside participation rate of the Securities is less than 100 per cent. and at maturity the final level, price, rate or other applicable value of the Underlying Asset(s) exceeds the initial level, price, rate or other applicable value, an investor's return may be significantly less than if the holder had purchased the Underlying Asset(s) directly (or otherwise obtained a direct exposure).

The past performance of an Underlying Asset is not an indicator of its future performance. The level, price, rate or other applicable value of an Underlying Asset may go down as well as up throughout the term of the Securities, and such movement may have a negative impact on the value of the Securities.

Before purchasing Securities, investors should ensure that they understand the unique nature, characteristics and risks of the Underlying Asset(s), and how the value of the Securities could be affected by the performance of the Underlying Asset(s).

If an Underlying Asset is located in or exposed to one or more emerging market countries, there may be additional event, political, economic, credit, currency, market, regulatory/legal, settlement and clearing risks.

Investors may be exposed to currency risks because (a) the Underlying Asset(s) may be denominated or priced in currencies other than the currency in which the Securities are denominated, or (b) the Securities and/or the Underlying Asset(s) may be denominated in currencies other than the currency of the country in which the investor is resident. The value of the Securities may therefore increase or decrease as a result of fluctuations in those currencies.

In certain circumstances, the Issuer may make adjustments to the terms of the Securities (including substituting an Underlying Asset) or redeem or cancel them at an Early Redemption Amount as determined by it without the consent of the Securityholders. Such an Early Redemption Amount may be less than the issue price of the Securities and may be as low as zero. In making any such adjustments or determinations, the Issuer in such capacity will (whether or not expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations. Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

The Issuer is subject to a number of conflicts of interest, including:

- in making certain calculations and determinations, there may be a difference of interest between the Securityholders and the Issuer;
- in the ordinary course of its business the Issuer (or an affiliate) may effect transactions for its own account and may enter into hedging transactions with respect to the Securities or Underlying Asset(s) which may have a negative impact on the liquidity or value of the Securities;
- the Issuer (or an affiliate, or any employees thereof) may have confidential information in relation to an Underlying Asset which may be material to an investor, but which the Issuer is under no obligation (and may be subject to legal prohibition) to disclose; and
- in relation to proprietary indices sponsored by the Issuer or an affiliate.

Unless otherwise specified in the relevant Pricing Supplement, the net proceeds from each issue of Securities will be used to hedge the obligations of the Issuer under the Securities and for general corporate purposes.

Save for any fees payable to the Dealer(s) and/or Selling Agent(s), so far as the Issuer is aware, no person involved in the issue or offer of the Securities has an interest material to such issue or offer.

The applicable terms and conditions of the Securities and any expenses charged to the investor will be specified in the relevant Pricing Supplement.

RISK FACTORS

The section in the Listing Supplement entitled "RISK FACTORS" shall be updated by the information below in its entirety.

Warning: The terms and conditions of certain Securities issued under this Listing Supplement may not provide for scheduled repayment in full of the issue or purchase price at maturity (or over the relevant instalment dates, if applicable). In such case, you may lose some or all of your investment.

Even if the relevant Securities do provide for scheduled repayment in full of the issue or purchase price at maturity (or over the relevant instalment dates, if applicable) or upon mandatory early redemption or optional early redemption of the Securities, you will still be exposed to the credit risk of the Issuer and will lose up to the entire value of your investment if the Issuer either fails or is otherwise unable to meet its payment obligations. The Securities are not deposits and are not protected under any deposit insurance or protection scheme.

You may also lose some or all of your investment if:

- **you sell your Securities prior to maturity in the secondary market at an amount that is less than your initial purchase price;**
- **your Securities are redeemed early under their terms and conditions at the discretion of the Issuer and the Early Redemption Amount paid to you is less than the initial purchase price; or**
- **your Securities are subject to certain adjustments in accordance with the terms and conditions of the Securities that may result in any amount payable (or deliverable) on the Securities (whether at maturity or otherwise) being reduced to, or being valued at, an amount that is less than your investment.**

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1. General considerations

The purchase of Securities involves substantial risks and an investment in the Securities is only suitable for investors who have the knowledge and experience in financial and business matters necessary to enable them (either alone or in conjunction with an appropriate financial adviser) to evaluate the risks and merits of an investment in the Securities and who have sufficient resources to be able to bear any losses that may result therefrom. The Issuer is acting solely in the capacity of an arm's length contractual counterparty and not as an investor's financial adviser or fiduciary in any transaction.

Before making any investment decision, prospective investors in the Securities should ensure that they understand the nature of the Securities and the extent of their exposure to risks involved.

The Issuer believes that the factors described below may affect their abilities to fulfil their respective obligations under the Securities. Most of these factors are contingencies which may or may not occur and which could have a material adverse effect on the Issuer's businesses, operations, financial condition or prospects, which, in turn, could have a material adverse effect on the return investors will receive on the Securities. The Issuer does not express a view on the likelihood of any such contingency occurring.

The Issuer believes that the factors described below are material for the purpose of assessing the market risks associated with the Securities and represent the material risks inherent in investing in the Securities, but these are not the only risks that the Issuer faces or that may arise under the Securities. There will be other risks that the Issuer does not currently consider to be material, or risks that the Issuer is currently not aware of, or risks that arise due to circumstances specific to the investor, and the Issuer does not represent that the statements below regarding the risks of holding any Securities are exhaustive of all such risks.

More than one investment risk may have simultaneous effect with regard to the value of the Securities and the effect of any single investment risk may not be predictable. In addition, more than one investment risk may have a compounding effect and no assurance can be given as to the effect that any combination of investment risks may have on the value of Securities.

2. Risks associated with the creditworthiness of the Issuer

(a) General risks

The Securities are general unsecured obligations of the Issuer. Securityholders are exposed to the credit risk of the Issuer. The Securities will be adversely affected in the event of (i) a default, (ii) a reduced credit rating of the Issuer, (iii) increased credit spreads charged by the market for taking credit risk on the Issuer or (iv) a deterioration in the solvency of the Issuer.

If the Issuer either fails or is otherwise unable to meet its payment obligations, you may lose up to the entire value of your investment. The Securities are not deposits and are not protected under any deposit insurance or protection scheme.

The profitability of the Issuer will be affected by, among other things, changes in global economic conditions, inflation, interest/exchange rates, capital risk, liquidity risk, market risk, credit risk, risks from estimates and valuations, risks relating to off-balance sheet entities, cross-border and foreign exchange risks, operational risks, legal and regulatory risks and competition risks. These risks are discussed in further detail below.

These risk factors should be read together with the risk factors listed on pages 5 and 110 to 122 of the CSi 2015 Annual Report, which is incorporated by reference in the CSi Registration Document (as defined in the section headed "Documents Incorporated By Reference" in this Listing Supplement). Such risk factors are risk factors that are material to the Securities in order to assess the market risk associated with them or which may affect the Issuer's ability to fulfil its obligations under them.

(b) Risks relating to regulatory action in the event that CSi is failing or the UK resolution authority considers that it is likely to fail

If CSi were to become subject to a "resolution regime" you could lose some or all of your investment in the Securities

The EU Bank Recovery and Resolution Directive ("**BRRD**") entered into force on 2 July 2014. Its stated aim is to provide national "resolution authorities" (such as the Bank of England in the UK) with a set of powers and tools to deal with financial institutions that are failing or likely to fail and thereby address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses.

In the United Kingdom, the majority of the requirements of the BRRD have been implemented into national law through the UK Banking Act (and relevant statutory instruments). The UK implementation of the BRRD included the introduction of the so-called "bail-in" tool (as described below) as of 1 January 2015 and the requirement for relevant financial institutions to meet at all times, a minimum requirement for own funds and eligible liabilities as of 1 January 2016.

The UK Banking Act provides for a "resolution regime" granting substantial powers to the Bank of England (or, in certain circumstances, HM Treasury), in consultation with the Prudential Regulatory Authority, the Financial Conduct Authority and HM Treasury, as appropriate, to implement resolution measures with respect to a UK financial institution (such as CSi) where the relevant UK resolution authority considers that the relevant institution is failing or is likely to fail and action is necessary in the public interest. The resolution powers available to the UK resolution authority include powers to:

- direct the sale of the relevant institution or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply;
- transfer all or part of the business of the relevant institution to a "bridge bank" (which will be a publicly controlled entity);
- transfer the impaired or problem assets of the relevant institution to an asset management vehicle to allow them to be managed over time;
- take the relevant institution into temporary public ownership (i.e., nationalisation); and
- exercise the "bail-in" tool (as discussed below), which could result in a write down of the amount owing or conversion of the relevant liability (which could include a Security) to equity.

In addition, the UK Banking Act grants powers to the UK resolution authority to:

- modify contractual arrangements (such as the terms and conditions of the Securities in certain circumstances);
- suspend enforcement or termination rights that might be invoked as a result of the exercise of the resolution powers (e.g., suspending acceleration and enforcement rights under the Securities); and
- disapply or modify laws in the UK (with possible retrospective effect) to enable the recovery and resolution powers under the UK Banking Act to be used effectively.

Prospective purchasers of Securities issued by CSi should be aware that the exercise of any such resolution power or even the suggestion of any such potential exercise could materially adversely affect the value of any such Securities, and could lead to holders of such Securities losing some or all of their investment. The resolution regime is designed to be triggered prior to insolvency of the relevant institution, and holders of securities issued by such institution may not be able to anticipate the exercise of any resolution power (including exercise of the "bail-in" tool described below) by the UK resolution authority. Further, holders of securities issued by an institution which has been taken into a resolution regime will have very limited rights to challenge the exercise of powers by the UK resolution authority, even where such powers have resulted in the write down or conversion of such securities to equity.

The exercise by the UK resolution authority of the "bail-in" tool in relation to the Securities would result in the write down and/or conversion to equity of such Securities

In addition to the other powers described above, the UK resolution authority may exercise the "bail-in" tool in relation to a failing UK financial institution. The "bail-in" tool includes the powers to:

- write down to zero (i.e., cancel) a liability or modify its terms for the purposes of reducing or deferring the liabilities of the relevant institution; and/or
- convert a liability from one form or class to another (e.g., from debt to equity).

The exercise of such powers could result in (i) the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, any Security issued by CSi, and/or (ii) the conversion of all or a portion of the principal amount of, interest on, or any other amounts payable on, such Securities into shares or other securities or other obligations of CSi or another person, and/or (iii) the amendment of the maturity of such securities or the

amount of interest or any other amount payable on such securities or the date of which such interest or other amount becomes payable (including by suspending payment for a temporary period), including by means of a variation to the terms of such Securities, in each case, to give effect to the exercise by the UK resolution authority of such power.

The purpose of the "bail-in" tool is to enable the resolution authority to recapitalise an institution by allocating losses to its shareholders and unsecured creditors (which could include the holders of Securities) in a manner that (i) ought to respect the hierarchy of claims in an ordinary insolvency and (ii) is consistent with shareholders and creditors not receiving a less favourable treatment than they would have received in ordinary insolvency proceedings of the relevant institution (known as the "no creditor worse off" safeguard).

Insured deposits and secured liabilities and certain other liabilities are excluded from the scope of the "bail-in" tool. Further, as part of the reforms required by the BRRD, other deposits will be preferred in the insolvency hierarchy ahead of all other unsecured senior creditors of a UK institution. Accordingly, if the "bail-in" tool were to be exercised by the UK resolution authority, unsecured securities (including the Securities) would be more likely to be bailed-in than certain other unsubordinated liabilities of the UK institution such as other preferred deposits.

The exercise of any resolution power, including the "bail-in" tool, in respect of CSi and any Securities issued by it or any suggestion of any such exercise could materially adversely affect the rights of the holders of such Securities, the value of their investment in such Securities and/or the ability of CSi to satisfy its obligations under such Securities, and could lead to the holders of such Securities losing some or all of their investment in such Securities. In addition, even in circumstances where a claim for compensation is established under the 'no creditor worse off' safeguard in accordance with a valuation performed after the resolution action has been taken, it is unlikely that such compensation would be equivalent to the full losses incurred by the holders of such Securities in the resolution, and there can be no assurance that holders of such Securities would recover such compensation promptly.

Holders of Securities may not be able to anticipate the exercise of the "bail-in" tool or any such resolution power

The stabilisation powers are intended to be exercised pre-emptively – i.e., prior to the point at which insolvency proceedings with respect to the relevant institution would be initiated – in order to resolve the institution and protect the public interest. Accordingly, the stabilisation options may be exercised if the UK resolution authority:

- (i) is satisfied that a relevant institution is failing, or is likely to fail;
- (ii) determines that it is not reasonably likely that (ignoring the stabilisation powers) action will be taken by or in respect of the relevant institution that will result in condition (i) above ceasing to be met within a reasonable timeframe;
- (iii) considers that the exercise of the stabilisation powers to be necessary, having regard to certain public interest considerations (such as, for example, the stability of the UK financial system, public confidence in the UK banking system and the protection of depositors); and
- (iv) considers that the special resolution objectives would not be met to the same extent by the winding-up of the relevant institution.

The use of different stabilisation powers is subject to further "specific conditions" that vary according to the relevant stabilisation power being used. Additional conditions will apply where the UK resolution authority seeks to exercise its powers in relation to UK banking group companies.

It is uncertain how the UK resolution authority would assess such conditions in different pre- insolvency scenarios affecting the relevant institution. The UK resolution authority is also not required to provide any advanced notice to Securityholders of its decision to exercise any resolution power. Therefore, holders of the Securities issued by CSi may not be able to anticipate a potential exercise of any such powers nor the potential effect of any such exercise on CSi and on any such Securities.

Holders of securities of an institution subject to the exercise of the "bail-in" tool or other resolution power may have only very limited rights to challenge the exercise of such power

Holders of securities of an institution subject to the exercise of the "bail-in" tool or other resolution power (such as Securities issued by CSi) may have only very limited rights to challenge any decision of the UK resolution authority to exercise such power or to have that decision judicially reviewed. Further, the UK resolution authority would be expected to exercise such powers without the consent of the holders of the affected securities.

Prospective investors should assume that the UK government would not provide extraordinary public financial support, or if it did, only as a last resort after the bail-in tool or other resolution tools have been utilised

Provided that certain conditions are satisfied, the UK government may provide extraordinary public financial support in relation to a failing UK financial institution by providing capital to such financial institution in exchange for Common Equity Tier 1 instruments, Additional Tier 1 instruments or Additional Tier 2 instruments, or by taking such financial institution into temporary public ownership (i.e., nationalisation). However, prospective purchasers of Securities issued by Credit Suisse International should assume that any such additional financial stabilisation tool(s) would only be used (if at all) as a last resort after having assessed and exploited the other resolution tools (e.g., the bail-in tool, as described above) to the maximum extent practicable.

3. Risks relating to the Securities generally

(a) Loss of investment

If the Securities do not provide for scheduled repayment in full of an amount at least equal to the issue or purchase price, investors may lose some or all of their investment.

Securities are not deposits, and are not covered by any deposit insurance or protection scheme.

(b) Limited liquidity and cancellation of Securities post-issuance

A secondary market for the Securities may not develop and if one does develop, it may not provide the holders of the Securities with liquidity or may not continue for the life of the Securities. A decrease in the liquidity of the Securities may cause, in turn, an increase in the volatility associated with the price of such Securities. Illiquidity may have a severe adverse effect on the market value of the Securities.

The Issuer may, but is not obliged to, purchase the Securities at any time at any price in the open market or by tender or private treaty and may hold, resell or cancel them. In certain cases where the relevant distributor(s) may only confirm the amount or number of Securities sold to investors after the Securities have been issued, the Issuer may cancel some of the Securities if the amount or number of Securities subscribed for or purchased is less than the aggregate nominal amount or number of Securities (as applicable) issued on the Issue Date. The market for the Securities may be limited. The only way in which a Securityholder can realise value from a Security prior to its maturity or expiry is to sell it at its then market price in the market which may be less than the amount initially invested. The price in the market for a Security may be less than its Issue Price even though the value of the Underlying Asset(s)

may not have changed since the Issue Date. Further, the price at which a Securityholder sells its Securities in the market may reflect a commission or a dealer discount, which would further reduce the proceeds such Securityholder would receive for its Securities.

Any secondary market price quoted by the Issuer may be affected by several factors including, without limitation, prevailing market conditions, credit spreads and the remaining time to maturity of the Securities. The Securities are also subject to selling restrictions and/or transfer restrictions that may limit a Securityholder's ability to resell or transfer its Securities. Accordingly, the purchase of Securities is suitable only for investors who can bear the risks associated with a lack of liquidity in the Securities and the financial and other risks associated with an investment in the Securities. Any investor in the Securities must be prepared to hold such Securities for an indefinite period of time or until redemption or expiry of the Securities.

(c) **Over-issuance of Securities by the Issuer**

As part of its issuing, market-making and/or trading arrangements, the Issuer may issue more Securities than those which are to be subscribed or purchased by investors. The Issuer (or any of its affiliates) may hold such Securities for the purpose of meeting any investor interest in the future. Prospective investors in the Securities should therefore not regard the issue size of any Series of Securities as indicative of the depth or liquidity of the market for such Series of Securities, or of the demand for such Series of Securities.

(d) **The Issue Price may be more than the market value of the Securities**

The Issue Price in respect of any Securities specified in the relevant Pricing Supplement may be more than the market value of such Securities as at the Issue Date, and more than the price, if any, at which the Dealer or any other person is willing to purchase such Securities in secondary market transactions. In particular, the Issue Price in respect of any Securities and the terms of such Securities may take into account, where permitted by law, fees, commissions or other amounts relating to the issue, distribution and sale of such Securities, or the provision of introductory services. Such fees, commissions or other amounts may be paid directly to the relevant distributor or, if the Securities are sold to the relevant distributor at a discount, may be retained by the relevant distributor out of the Issue Price paid by investors. In addition, the Issue Price in respect of the Securities and the terms of such Securities may also take into account (i) the expenses incurred by the Issuer in creating, documenting and marketing the Securities (including its internal funding costs) and (ii) amounts relating to the hedging of the Issuer's obligations under such Securities.

(e) **The market value of the Securities will be affected by many factors and cannot be predicted**

The market value of the Securities will be affected by many factors beyond the control of the Issuer, including, but not limited to, the following:

- (i) the creditworthiness of the Issuer (whether actual or perceived), including actual or anticipated downgrades in its credit rating;
- (ii) the remaining time to maturity of the Securities;
- (iii) interest rates and yield rates in the market;
- (iv) the volatility (i.e., the frequency and size of changes in the value) of the Underlying Asset(s) (if any);
- (v) the value of the Underlying Asset(s) to which the Securities are linked (if any);
- (vi) if the Securities are linked to a Share, the dividend rate on such Share or if the Securities are linked to an Index, the dividend rate on the components underlying such Index;

- (vii) national and international economic, financial, regulatory, political, military, judicial and other events that affect the value of the Underlying Asset(s) or the relevant market(s) generally; and
- (viii) the exchange rate between the currency in which the Securities are denominated and the currency in which the Underlying Asset(s) is denominated.

Some or all of the above factors will influence the value of and return on the Securities in the market. Some of these factors are inter-related in a complex way, and as a result, the effect of any one factor may be offset or magnified by the effect of another factor. If you sell your Securities prior to maturity or expiry, the price you will receive may be substantially lower than the original purchase price and you may lose some or all of your investment.

(f) **The market value of the Securities may be highly volatile**

Where the Securities reference any Underlying Asset(s), the Securityholders are exposed to the performance of such Underlying Asset(s). The price, performance or investment return of the Underlying Asset(s) may be subject to sudden and large unpredictable changes over time and this degree of change is known as "volatility". The volatility of an Underlying Asset may be affected by national and international economic, financial, regulatory, political, military, judicial or other events, including governmental actions, or by the activities of participants in the relevant markets. Any of these events or activities could adversely affect the value of and return on the Securities.

(g) **Tax**

Potential investors in the Securities should take note of the information set out in the section headed "Taxation" of this Listing Supplement. Potential investors in the Securities should conduct such independent investigation and analysis regarding the tax treatment of the Securities as they deem appropriate to evaluate the merits and risks of an investment in the Securities in light of their individual circumstances. Tax risks include, without limitation, a change in any applicable law, treaty, rule or regulation or the interpretation thereof by any relevant authority which may adversely affect payments in respect of the Securities. The level and basis of taxation on the Securities and on the Securityholders and any reliefs from such taxation depend on the Securityholder's individual circumstances and could change at any time. The tax and regulatory characterisation of the Securities may change over the life of the Securities. This could have adverse consequences for Securityholders. Potential Securityholders will therefore need to consult their own tax advisers to determine the specific tax consequences of the purchase, ownership, transfer and redemption, exercise or expiry or enforcement of the Securities.

(h) **Proposed Financial Transaction Tax**

On 14 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 the Securities (including secondary market transactions) in certain circumstances.

Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be 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 the Securities 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 (i) by transacting with a person established in a participating Member State or (ii) 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 investors in Securities are advised to seek their own professional advice in relation to the FTT.

(i) **The Securities may be redeemed prior to their scheduled maturity**

In certain circumstances (for example, (i) if the Issuer determines that its obligations under the Securities have become unlawful or illegal, (ii) following an event of default, or (iii) where the Securities are linked to one or more Underlying Asset(s), following certain events having occurred in relation to any Underlying Asset(s), the Securities may be redeemed early prior to their scheduled maturity. In such circumstances, the Early Redemption Amount payable under the Securities may be less than the original purchase price of the Securities and could be as low as zero.

Following early redemption of Securities, the Holders of such Securities may not be able to reinvest the redemption proceeds at a comparable return and/or at an effective interest rate as high as the interest rate or yield on the Securities being redeemed and may only be able to do so at a significantly lower rate. Prospective investors in Securities should consider such reinvestment risk in light of other investments available at that time.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

(j) **Return at maturity/loss of investment**

Securities are "capital at risk" investments unless Final the Redemption Amount payable at maturity or a scheduled early redemption (or, in respect of Securities that provide for the Instalment Dates and the Instalment Amounts ("**Instalment Securities**"), the aggregate of the Instalment Amounts payable over the Instalment Dates, together with the Redemption Amount, if any) (as applicable) is at least equal to the purchase price paid by investors for such Securities.

Even where the Final Redemption Amount (or, in respect of Instalment Securities, the aggregate of the Instalment Amounts payable over the Instalment Dates, together with the Redemption Amount, if any) is at least equal to the purchase price paid by investors for such Securities, the Securities are still "capital at risk" investments if the terms of the Securities provide that the issuer's call option is applicable, such call option is exercised and the Optional Redemption Amount is less than such purchase price.

Where Securities are "capital at risk" investments, investors are exposed to a return that is linked to the level(s) of the relevant Underlying Asset(s), as specified in the relevant Pricing Supplement, and may lose the value of some or all of their investment.

In any event, if the amount payable on redemption, exercise or expiry of the Securities is less than the purchase price paid by investors for such Securities, investors may lose some or all of their investment.

Any "non-capital at risk" feature will not be applicable if (i) the Securities are redeemed or settled following an unscheduled redemption event (see risk factor 4(b) (*Adjustments and redemption or cancellation at Early Redemption Amount*)), (ii) the Securities are sold prior to maturity, or (iii) the Issuer defaults, and in any such case before the Maturity Date, and investors may lose some or all of their investment.

(k) **Risk of cancellation of issue of Securities**

The Issuer may determine to cancel the issue of Securities for reasons beyond its control, such as extraordinary events, substantial change of the political, financial, economic, legal, monetary or market conditions at national or international level and/or adverse events regarding the financial or commercial position of the Issuer and/or the other relevant events that in the determination of the Issuer may be prejudicial to the issue of the Securities. In such case, where an investor has already paid or delivered subscription monies for the relevant Securities, the investor will be entitled to reimbursement of such amounts, but will not receive any interest that may have accrued in the period between their payment or delivery of subscription monies and the reimbursement of the amount paid for such Securities.

(l) **Issue of further Securities**

If additional securities or options with the same terms and conditions or linked to the same Underlying Asset(s) as the Securities are subsequently issued, either by the Issuer or another issuer, the supply of securities with such terms and conditions or linked to such Underlying Asset(s) in the primary and secondary markets will increase and may cause the secondary market price of the Securities to decline.

(m) **No obligation to maintain listing**

Investors should note that where the Securities are listed on the TOKYO PRO-BOND Market, the Issuer will not be obliged to maintain the listing of the Securities in certain circumstances, such as a change in listing requirements.

(n) **Risks relating to the Euro and the Euro zone**

The ongoing deterioration of the sovereign debt of several countries, in particular Greece, together with the risk of contagion to other, more stable, countries, such as France and Germany, has raised a number of uncertainties regarding the stability and overall standing of the European Economic and Monetary Union and may result in changes to the composition of the Euro zone.

Concerns persist regarding the risk that other Euro zone countries could be subject to an increase in borrowing costs and could face an economic crisis similar to that of Cyprus, Greece, Ireland, Italy, Spain and Portugal, together with the risk that some countries could leave the Euro zone (either voluntarily or involuntarily). The impact of these events on Europe and the global financial system could be severe and could have a negative impact on the Securities.

Furthermore, concerns that the Euro zone sovereign debt crisis could worsen may lead to the reintroduction of national currencies in one or more Euro zone countries or, in more extreme circumstances, the possible dissolution of the Euro entirely. The departure or risk of departure from the Euro by one or more Euro zone countries and/or the abandonment of the Euro as a currency could have major negative effects on the Issuer and the Securities (including the risks of currency losses arising out of redenomination). Should the Euro dissolve entirely, the legal and contractual consequences for holders of Euro-denominated Securities would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Securities. It is difficult to predict the final outcome of the Euro zone crisis. Investors should carefully consider how changes to the Euro zone may affect their investment in the Securities.

(o) **There are particular risks in relation to CNY**

Chinese Renminbi, the lawful currency of the People's Republic of China ("**CNY**") is not freely convertible at present. The government of the People's Republic of China continues to regulate conversion between CNY and foreign currencies despite the significant reduction over the

years by such government of its control over routine foreign exchange transactions conducted through current accounts. The People's Bank of China ("PBOC") has established a clearing and settlement system pursuant to the Settlement Agreement on the Clearing of CNY Business between PBOC and Bank of China (Hong Kong) Limited. However, the current size of CNY and CNY denominated financial assets in Hong Kong is limited, and its growth is subject to many constraints imposed by the laws and regulations of the People's Republic of China on foreign exchange.

No assurance can be given that access to CNY funds for the purposes of making payments under the Securities or generally will remain available or will not become restricted. The value of CNY against foreign currencies fluctuates and is affected by changes in the People's Republic of China and international political and economic conditions and by many other factors. As a result, foreign exchange fluctuations between a purchaser's home currency and CNY may affect purchasers who intend to convert gains or losses from the sale or redemption of the Securities into their home currency.

Developments and the perception of risks in other countries, especially emerging market countries, may adversely affect the exchange rate CNY with other currencies and therefore the value of Securities denominated in or referencing CNY.

4. Risks associated with certain types of Securities

(a) Adjustments and redemption or cancellation at Early Redemption Amount

In certain circumstances (for example, following certain events affecting the Issuer's hedging arrangements or the Underlying Asset(s)), the Issuer may make adjustments to the terms of the Securities (including substituting an Underlying Asset) or redeem or cancel them at an Early Redemption Amount as determined by it without the consent of the Securityholders. Such Early Redemption Amount may be less than the Issue Price of the Securities and could be as low as zero.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

(b) Optional redemption by the Issuer

Any call option of the Issuer in respect of the Securities may negatively impact their market value. During any period when the Issuer may elect to redeem Securities, the market value of those Securities generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period. The Issuer may be expected to redeem Securities when its cost of borrowing is lower than the interest rate on the Securities. 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 Securities being redeemed. The investor will not be able to participate in the performance of the Underlying Asset(s) following the effective date of the Issuer call option.

(c) A "participation" factor of over 100 per cent. means that you may participate disproportionately in the performance of the Underlying Asset(s)

Where the terms and conditions of the Securities provide that the redemption amount or settlement amount or other amount payable (as applicable) in respect of such Securities is based upon the performance of the Underlying Asset(s) and is multiplied by a "participation" factor which is over 100 per cent., the Securityholder may participate

disproportionately in any positive performance and/or may have a disproportionate exposure to any negative performance of the Underlying Asset(s). Due to this leverage effect, such Securities will represent a very speculative and risky form of investment since any loss in the value of the Underlying Asset(s) carries the risk of a correspondingly higher loss.

(d) **A "participation" factor of less than 100 per cent. means that you will not participate in the full positive performance of the Underlying Asset(s)**

Where the terms and conditions of the Securities provide that the redemption amount or settlement amount or other amount payable (as applicable) in respect of such Securities is based upon the performance of the Underlying Asset(s) and is multiplied by a participation factor which is less than 100 per cent., the Securityholder will not participate fully in the performance (whether positive or negative) of the Underlying Asset(s). In such case, the return on the Securities will be disproportionately lower than any positive performance of the Underlying Asset(s), and may be significantly less than if the Securityholder had purchased the Underlying Asset(s) directly.

(e) **The effect of averaging**

If so provided in the applicable terms and conditions of the Securities, the amount payable (or deliverable) on the Securities (whether at maturity or otherwise) will be based on the arithmetic average of the applicable levels, prices, rates or other applicable values of the Underlying Asset(s) on each of the specified averaging dates, and not the simple performance of the Underlying Asset(s) over the term of the Securities. For example, if the applicable level, price, rate or other applicable value of the particular Underlying Asset(s) dramatically surged on the last of five averaging dates, the amount payable on the Securities may be significantly less than it would have been had the amount payable been linked only to the applicable level, price, rate or other applicable value of the particular Underlying Asset(s) on that last averaging date.

(f) **'Worst-of'**

Where the Securities are linked to a basket of Underlying Assets and the terms of the Securities provide that the Final Redemption Amount or other amount payable (as applicable) in respect of such Securities depends on the performance of the worst performing Underlying Asset in the basket, Securityholders will be exposed to the performance of each Underlying Asset and, in particular, to the Underlying Asset which has the worst performance.

This means that, irrespective of how the other Underlying Assets perform, if any one or more Underlying Assets fail to meet the specified threshold or barrier, Securityholders could lose some or all of their initial investment.

(g) **The potential for the value of the Securities to increase may be limited**

Where the terms of the Securities provide that the amount payable or deliverable is subject to a cap, your ability to participate in any change in the value of the Underlying Asset(s) (or any change in floating interest rates) will be limited, no matter how much the level, price or other value of the Underlying Asset(s) (or floating interest rates) rises above the cap level over the term of the Securities. Accordingly, the value of or return on the Securities may be significantly less than if Securityholders had purchased the Underlying Asset(s) (or invested in instruments which pay an uncapped floating rate of interest) directly.

(h) **Interest rate risks**

Where Securities bear interest at a fixed rate, subsequent changes in market interest rates may adversely affect the value of the Securities.

Where interest on Securities is subject to floating rates of interest that will change subject to changes in market conditions, such changes could adversely affect the interest amount(s) received on the Securities. As the interest income on Securities which bear interest at a floating rate will vary, it is not possible to determine a fixed yield on such Securities at the time of investment and to compare the return on investment of such Securities with investments bearing interest at a fixed rate. If the terms and conditions of the Securities provide for frequent interest payment dates, a Securityholder may only be able to reinvest the interest amount(s) paid to it at the prevailing interest rates, which may be lower if market interest rates decline. Further, if the floating rate becomes negative, any positive margin specified to be applicable to a floating rate will be reduced accordingly, and as such, the resulting rate of interest on the Securities may be less than the positive margin, or may be zero (or such other minimum rate of interest), as specified in the relevant Pricing Supplement.

5. Risks associated with Securities that are linked to Underlying Asset(s)

(a) Past performance of an Underlying Asset is not an indicator of future performance

Any information about the past performance of an Underlying Asset at the time of the issuance of the Securities should not be regarded as an indicator of the range of, or trends in, fluctuations in such Underlying Asset that may occur in the future. The level, price, rate or other applicable value of an Underlying Asset (and of components comprising such Underlying Asset) may go down as well as up throughout the term of the Securities. Such fluctuations may affect the value of and return on the Securities. There can be no assurance as to the future performance or movement of any Underlying Asset. Accordingly, before investing in the Securities, investors should carefully consider whether any investment linked to one or more relevant Underlying Assets is suitable for them.

(b) No rights of ownership in an Underlying Asset

Potential investors in the Securities should be aware that the Securities are unsecured obligations of the Issuer and that an Underlying Asset will not be held by the Issuer for the benefit of the Securityholders of such Securities and, as such, Securityholders will have no rights of ownership, including, without limitation, any voting rights, any rights to receive dividends or other distributions or any other rights with respect to any Underlying Asset referenced by such Securities.

(c) Currency risk

Investors may be exposed to currency risks because (i) an Underlying Asset may be denominated or priced in currencies other than the currency in which the Securities are denominated, or (ii) the Securities and/or such Underlying Asset may be denominated in currencies other than the currency of the country in which the investor is resident. The value of the Securities may therefore increase or decrease as a result of fluctuations in those currencies.

(d) Adjustment or alternative provisions for valuation of an Underlying Asset

If the Issuer determines that any form of disruption event in relation to an Underlying Asset has occurred which affects the valuation of such Underlying Asset, the Issuer may apply any consequential adjustment of, or any alternative provisions for, valuation of such Underlying Asset provided in the terms and conditions of the Securities, including a postponement in the valuation of such Underlying Asset and/or a determination of the value of such Underlying Asset by the Issuer, each of which may have an adverse effect on the value of and return on the Securities.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable

regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

(e) **Issuer determination in respect of an Underlying Asset, adjustment to or early redemption of the Securities and reinvestment risk following such early redemption**

If the Issuer determines that any adjustment events or other events affecting the Issuer's hedging arrangements or the Underlying Asset(s) have occurred, the Issuer may adjust the terms and conditions of the Securities (without the consent of the Securityholders). The Issuer may procure the early redemption of the Securities prior to their scheduled maturity by payment of the Early Redemption Amount instead of the Final Redemption Amount in accordance with the terms and conditions of the Securities, and no other amounts shall be payable in respect of the Securities on account of interest or otherwise following such determination by the Issuer.

Subject to the terms and conditions of the Securities, if the Securities are redeemed early, the Early Redemption Amount (which may be greater or equal to zero) may be equal to the fair market value of the Securities immediately prior to such redemption, as calculated by the Calculation Agent using its internal models and methodologies, taking into consideration all information which the Issuer deems relevant (including, without limitation, the time remaining to maturity of the Securities, the interest rates at which banks lend to each other, the interest rate at which the Issuer (or its affiliates) is charged to borrow cash, (if applicable) the value, expected future performance and volatility of the Underlying Asset(s) and any other relevant information).

Potential investors in the Securities should be aware that it is likely that this Early Redemption Amount will be less than their initial investment. Following any such early redemption of the Securities, Securityholders may not be able to reinvest the proceeds at any effective interest rate as high as the interest rate or yield on the Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors in the Securities should consider reinvestment risk in light of other investments available at that time.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

(f) **Emerging markets risks**

An Underlying Asset may include an exposure to emerging markets. Emerging market countries possess one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development state or a weak economy. Emerging markets investments usually result in higher risks such as event risk, political risk, economic risk, credit risk, currency rate risk, market risk, regulatory/legal risk and trade settlement, processing and clearing risks as further described below. Investors should note that the risk of occurrence and the severity of the consequences of such risks may be greater than they would otherwise be in relation to more developed countries.

(i) *Event Risk*: On occasion, a country or region will suffer an unforeseen catastrophic event (for example, a natural disaster) which causes disturbances in its financial

markets, including rapid movements in its currency, that will affect the value of securities in, or which relate to, that country. Furthermore, the performance of an Underlying Asset can be affected by global events, including events (political, economic or otherwise) occurring in a country other than that in which such Underlying Asset is issued or traded.

- (ii) *Political Risk:* Many emerging market countries are undergoing, or have undergone in recent years, significant political change which has affected government policy, including the regulation of industry, trade, financial markets and foreign and domestic investment. The relative inexperience with such policies and instability of these political systems leave them more vulnerable to economic hardship, public unrest or popular dissatisfaction with reform, political or diplomatic developments, social, ethnic, or religious instability or changes in government policies. Such circumstances, in turn, could lead to a reversal of some or all political reforms, a backlash against foreign investment, and possibly even a movement away from a market-oriented economy. For Securityholders, the results may include confiscatory taxation, exchange controls, compulsory re-acquisition, nationalisation or expropriation of foreign-owned assets without adequate compensation or the restructuring of particular industry sectors in a way that could adversely affect investments in those sectors. Any perceived, actual or expected disruptions or changes in government policies of a country, by elections or otherwise, can have a major impact on the performance of an Underlying Asset linked to such emerging market countries.
- (iii) *Economic Risk:* The economies of emerging market countries are by their nature in early or intermediate stages of economic development, and are therefore more vulnerable to rising interest rates and inflation. In fact, in many emerging market countries, high interest and inflation rates are the norm. Rates of economic growth, corporate profits, domestic and international flows of funds, external and sovereign debt, dependence on international trades and sensitivity to world commodity prices play key roles in economic development, yet vary greatly from one emerging market country to another. Businesses and governments in these emerging market countries may have a limited history of operating under market conditions. Accordingly, when compared to more developed countries, businesses and governments of emerging market countries are relatively inexperienced in dealing with market conditions and have a limited capital base from which to borrow funds and develop their operations and economies. In addition, the lack of an economically feasible tax regime in certain countries poses the risk of sudden imposition of arbitrary or excessive taxes, which could adversely affect foreign Securityholders. Furthermore, many emerging market countries lack a strong infrastructure and banks and other financial institutions may not be well-developed or well-regulated. All of the above factors, as well as others, can affect the proper functioning of the economy and have a corresponding adverse effect on the performance of an Underlying Asset linked to one or more emerging market countries.
- (iv) *Credit Risk:* Emerging market sovereign and corporate debt tends to be riskier than sovereign and corporate debt in established markets. Issuers and obligors of debt in these emerging market countries are more likely to be unable to make timely coupon or principal payments, thereby causing the underlying debt or loan to go into default. The sovereign debt of some countries is currently in technical default and there are no guarantees that such debt will eventually be restructured allowing for a more liquid market in that debt. The measure of a company's or government's ability to repay its debt affects not only the market for that particular debt, but also the market for all securities related to that company or country. Additionally, evaluating credit risk for foreign bonds involves greater uncertainty because credit rating agencies throughout the world have different standards, making comparisons across countries difficult. Many debt securities are simply unrated and may already be in default or considered distressed. There is often less publicly available business and financial information about foreign issuers in emerging market countries than those in developed

countries. Furthermore, foreign companies are often not subject to uniform accounting, auditing and financial reporting standards. Also, some emerging market countries may have accounting standards that bear little or no resemblance to, or may not even be reconcilable with, generally accepted accounting principles.

- (v) *Currency Risk:* An Underlying Asset may be denominated in a currency other than U.S. dollars, euro or pounds sterling. The weakening of a country's currency relative to the U.S. dollar or other benchmark currencies will negatively affect the value (in U.S. dollar or such other benchmark currency) of an instrument denominated in that currency. Currency valuations are linked to a host of economic, social and political factors and can fluctuate greatly, even during intra-day trading. It is important to note that some countries have foreign exchange controls which may include the suspension of the ability to exchange or transfer currency, or the devaluation of the currency. Hedging can increase or decrease the exposure to any one currency, but may not eliminate completely exposure to changing currency values.
- (vi) *Market Risk:* The emerging equity and debt markets of many emerging market countries, like their economies, are in the early stages of development. These financial markets generally lack the level of transparency, liquidity, efficiency and regulation found in more developed markets. It is important, therefore, to be familiar with secondary market trading in emerging markets securities and the terminology and conventions applicable to transactions in these markets. Price volatility in many of these markets can be extreme. Price discrepancies can be common as can market dislocation. Additionally, as news about a country becomes available, the financial markets may react with dramatic upswings and/or downswings in prices during a very short period of time. These emerging market countries also might not have regulations governing manipulation and insider trading or other provisions designed to "level the playing field" with respect to the availability of information and the use or misuse thereof in such markets. It may be difficult to employ certain risk management practices for emerging markets securities, such as forward currency exchange contracts, stock options, currency options, stock and stock index options, futures contracts and options on futures contracts.
- (vii) *Regulatory/Legal Risk:* In emerging market countries there is generally less government supervision and regulation of business and industry practices, stock exchanges, over-the-counter markets, brokers, dealers and issuers than in more developed countries. Whatever supervision is in place may be subject to manipulation or control. Many emerging market countries have mature legal systems which are comparable to those of more developed countries, whilst others do not. The process of regulatory and legal reform may not proceed at the same pace as market developments, which could result in confusion and uncertainty and, ultimately, increased investment risk. Legislation to safeguard the rights of private ownership may not yet be in place in certain areas, and there may be the risk of conflict among local, regional and national requirements. In certain areas, the laws and regulations governing investments in securities may not exist or may be subject to inconsistent or arbitrary application or interpretation and may be changed with retroactive effect. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. Judges and courts in many countries are generally inexperienced in the areas of business and corporate law. Companies are exposed to the risk that legislatures will revise established law solely in response to economic or political pressure or popular discontent. There is no guarantee that a foreign Securityholder would obtain a satisfactory remedy in local courts in case of a breach of local laws or regulations or a dispute over ownership of assets. A Securityholder may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in foreign courts.
- (viii) *Trade Settlement, Processing and Clearing:* Many emerging market countries have different clearance and settlement procedures from those in more developed countries.

For many emerging markets securities, there is no central clearing mechanism for settling trades and no central depository or custodian for the safekeeping of securities. Custodians can include domestic and foreign custodian banks and depositaries, among others. The registration, record-keeping and transfer of Securities may be carried out manually, which may cause delays in the recording of ownership. Where applicable, the Issuer will settle trades in emerging markets securities in accordance with the currency market practice developed for such transactions by the Emerging Markets Traders Association. Otherwise, the transaction may be settled in accordance with the practice and procedure (to the extent applicable) of the relevant market. There are times when settlement dates are extended, and during the interim the market price of any Underlying Assets and in turn the value of the Securities, may change. Moreover, certain markets have experienced times when settlements did not keep pace with the volume of transactions resulting in settlement difficulties. Because of the lack of standardised settlement procedures, settlement risk is more prominent than in more mature markets. In addition, Securityholders may be subject to operational risks in the event that Securityholders do not have in place appropriate internal systems and controls to monitor the various risks, funding and other requirements to which Securityholders may be subject by virtue of their activities with respect to emerging market securities.

(g) **Occurrence of Additional Disruption Events**

Additional Disruption Events in respect of an Underlying Asset may include events which result in the Issuer incurring material costs for performing its obligations under the Securities due to a change in applicable law or regulation, the inability of the Issuer to hold, acquire or dispose of such Underlying Asset or the commencement of insolvency proceedings of an issuer of any shares constituting the Underlying Asset. Subject to the terms and conditions for the Securities which determines the types of Additional Disruption Events which are applicable, upon determining that an Additional Disruption Event has occurred, the Issuer has discretion to make certain determinations to account for such event including to (i) make adjustments to the terms of the Securities (without the consent of the Securityholders), or (ii) cause an early redemption of the Securities prior to their scheduled maturity by payment of an Early Redemption Amount instead of the Final Redemption Amount, any of such determinations may have an adverse effect on the value of and return on the Securities. Following a determination by the Issuer in accordance with (ii), no other amounts shall be payable in respect of the Securities on account of interest or otherwise.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

(h) **Correction of published prices or levels**

In the event that the relevant published prices or levels of an Underlying Asset are subsequently corrected and such correction is published by the entity or sponsor responsible for publishing such prices or levels, subject to such correction and publication occurring prior to a specified cut-off date in respect of the relevant Securities, such corrected prices or levels may be taken into account by the Issuer in any determination in relation to the Securities and/or the Issuer may make adjustments to the terms of the Securities, subject to the provisions of the relevant terms and conditions for the Securities. Where such corrected prices or levels are lower than the original levels or prices, this may have an adverse effect on the value of and return on the Securities.

(i) **Risks associated with Securities linked to a basket of Underlying Assets**

The following are particular risks associated with Securities linked to a basket of Underlying Assets:

- (i) *If the basket constituents are highly correlated, any move in the performance of the basket constituents will exaggerate the impact on the value of the Securities:* Correlation of basket constituents indicates the level of interdependence among the individual basket constituents with respect to their performance. If, for example, all of the basket constituents originate from the same sector and the same country, a high positive correlation may generally be assumed. Past rates of correlation may not be determinative of future rates of correlation. Investors should be aware that, though basket constituents may not appear to be correlated based on past performance, they may nevertheless suffer the same negative performance following a general downturn.
- (ii) *The negative performance of a single basket constituent may outweigh a positive performance of one or more other basket constituents:* Even in the case of a positive performance by one or more of the basket constituents, the performance of the basket as a whole may be negative if the performance of one or more of the other basket constituents is negative to a greater extent, depending on the terms and conditions of the relevant Securities.
- (iii) *A small basket, or an unequally weighted basket, will generally leave the basket more vulnerable to changes in the value of any particular basket constituent:* The performance of a basket that includes a fewer number of basket constituents will generally be more affected by changes in the value of any particular basket constituent than a basket that includes a greater number of basket constituents.
- (iv) *A change in composition of a basket may have an adverse effect on basket performance:* Where the terms and conditions of the Securities grant the Issuer the right, in certain circumstances, to adjust the composition of the basket, investors should be aware that any replacement basket constituent may perform differently from the original basket constituent, which may have an adverse effect on the performance of the basket and therefore the performance of the Securities.

(j) **Risks associated with physical delivery of Underlying Asset(s)**

In the case of Securities where physical settlement is specified to be applicable in the relevant Pricing Supplement, such Securities shall be redeemed at their maturity by delivering Underlying Asset(s) to the Securityholders and the Securityholders will receive such Underlying Asset(s) rather than a monetary amount upon maturity. Securityholders will therefore be exposed to the risks associated with the issuer of such Underlying Asset(s) and the risks associated with such Underlying Asset(s).

The value of each such Underlying Asset to be delivered, together with any fractional cash amount, to a Securityholder may be less than the purchase amount paid by such Securityholder for the Securities and the principal amount (if any) of the relevant Securities. In the worst case, the Underlying Asset(s) to be delivered may be worthless. Also, prospective investors should consider that any fluctuations in the price of the Underlying Asset(s) to be delivered between the end of the term of the Securities and the actual delivery date will be borne by the Securityholders. This means that a Securityholder's actual loss or gain and final return on the Securities can only be determined after delivery of the Underlying Asset(s) to such Securityholder. Further, Securityholders may be subject to certain documentary or stamp taxes in relation to the delivery and/or disposal of Underlying Asset(s).

(k) **Regulation and reform of "benchmarks", including LIBOR, EURIBOR and other interest rate, equity, commodity, foreign exchange rate and other types of benchmarks**

The London Inter-Bank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other interest rate, equity, commodity, foreign exchange rate and other types of indices which are deemed to be "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such "benchmarks" to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Securities linked to such a "benchmark".

Key international proposals for reform of "benchmarks" include IOSCO's Principles for Financial Market Benchmarks (July 2013) (the "**IOSCO Benchmark Principles**") and the EU Regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**").

The IOSCO Benchmark Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering governance and accountability as well as the quality and transparency of benchmark design and methodologies. A review published by IOSCO in February 2015 of the status of the voluntary market adoption of the IOSCO Benchmark Principles noted that, as the benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future, but that it is too early to determine what those steps should be. The review noted that there has been a significant market reaction to the publication of the IOSCO Benchmark Principles, with widespread efforts being made to implement the IOSCO Benchmark Principles by the majority of administrators surveyed.

On 17 May 2016, the Council of the European Union adopted the Benchmark Regulation. The Benchmark Regulation entered into force on 30 June 2016. Subject to certain transitional provisions, the Benchmark Regulation will apply from 1 January 2018 (the regime for "critical" benchmarks will apply from 30 June 2016).

The Benchmark Regulation will apply to "contributors", "administrators" and "users" of "benchmarks" in the EU, and will, among other things, (i) require benchmark administrators to be authorised (or, if non-EU-based, to have satisfied certain "equivalence" conditions in its local jurisdiction, to be "recognised" by the authorities of a Member State pending an equivalence decision or to be "endorsed" for such purpose by an EU competent authority) and to comply with requirements in relation to the administration of "benchmarks" and (ii) ban the use of "benchmarks" of unauthorised administrators. The scope of the Benchmark Regulation is wide and, in addition to so-called "critical benchmark" indices such as LIBOR and EURIBOR, will apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices (including "proprietary" indices or strategies) which are referenced in certain financial instruments (securities or OTC derivatives listed on an EU regulated market, EU multilateral trading facility (MTF), EU organised trading facility (OTF) or "systematic internaliser"), certain financial contracts and investment funds. Different types of "benchmark" are subject to more or less stringent requirements, and in particular a lighter touch regime will apply where a "benchmark" is not based on interest rates or commodities and the total average value of financial instruments, financial contracts or investment funds referring to a benchmark over the past six months is less than €50bn, subject to further conditions.

The Benchmark Regulation could have a material impact on Securities linked to a "benchmark" rate or index, including in any of the following circumstances:

- a rate or index which is a "benchmark" could not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to applicable transitional provisions) does not satisfy the "equivalence" conditions, is not "recognised" pending such a decision and is not "endorsed" for such purpose. In such event,

depending on the particular "benchmark" and the applicable terms of the Securities, the Securities could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted; and

- the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Securities, including Calculation Agent determination of the rate or level in its discretion.

In addition to the international proposals for reform of "benchmarks" described above, there are numerous other proposals and initiatives which may impact "benchmarks". For example, the European Money Markets Institute, the administrator of EURIBOR, is currently consulting on proposed changes to the calculation methodology for various EURIBOR rates, with an expected implementation date of July 2016.

Any of the international, national or other proposals for reform or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks". The disappearance of a "benchmark" or changes in the manner of administration of a "benchmark" could result in adjustment to the terms and conditions, early redemption, discretionary valuation by the Calculation Agent, delisting or other consequence in relation to Securities linked to such "benchmark". Any such consequence could have a material adverse effect on the value of and return on any such Securities.

(l) **It may not be possible to use the Securities as a perfect hedge against the market risk associated with investing in the Underlying Asset(s)**

It may not be possible to use the Securities as a perfect hedge against the market risk associated with investing in the Underlying Asset(s) and there are complexities of using the Securities in this manner. For example, the value of the Securities may not exactly match the value of the Underlying Asset(s). Due to fluctuating supply and demand for the Securities, there is no assurance that the value of the Securities will match changes in the value of the Underlying Asset(s). It may also not be possible to purchase or sell the Securities at the prices used to calculate the value of the Underlying Asset(s).

(m) **There may be regulatory consequences to Securityholders holding Securities linked to an Underlying Asset**

There may be regulatory and other consequences associated with the holding by certain Securityholders of Securities linked to an Underlying Asset. Each prospective investor must conduct its own investigations into its regulatory position with respect to a potential investment in the Securities or consult advisers as it considers appropriate.

6. Risks associated with Securities that are linked to one or more particular types of Underlying Assets

(a) Risks associated with Shares

(i) *Factors affecting the performance of Shares may adversely affect the value of Securities*

The performance of Shares is dependent upon macroeconomic factors, such as interest and price levels on the capital markets, currency developments, political factors as well as company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy.

(ii) *Actions by the issuer of a Share may adversely affect the Securities*

The issuer of a Share will have no involvement in the offer and sale of the Securities and will have no obligation to any Securityholders. The issuer of a Share may take any actions in respect of such Share without regard to the interests of the Securityholders, and any of these actions could adversely affect the market value of and return on the Securities.

(iii) *Determinations made by the Issuer in respect of Potential Adjustment Events and Extraordinary Events may have an adverse effect on the value of the Securities*

The adjustment events referred to in risk factor 5(e) (*Issuer determination in respect of an Underlying Asset, adjustment to or early redemption of the Securities and reinvestment risk following such early redemption*) include, in respect of Shares, Potential Adjustment Events and Extraordinary Events (as defined below). Potential Adjustment Events include (A) a sub-division, consolidation or re-classification of Shares, (B) an extraordinary dividend, (C) a call of Shares that are not fully paid-up, (D) a repurchase by the Share issuer, or an affiliate thereof, of the Shares, (E) a separation of rights from Shares or (F) any event having a dilutive or concentrative effect on the value of Shares. The Extraordinary Events include (1) a delisting of Shares on an exchange, (2) an insolvency or bankruptcy of the issuer of the Shares, (3) a merger event entailing the consolidation of Shares with those of another entity, (4) a nationalisation of the issuer of the Shares or transfer of Shares to a governmental entity, or (5) a tender offer or takeover offer that results in transfer of Shares to another entity.

Upon determining that a Potential Adjustment Event or an Extraordinary Event has occurred in relation to a Share or Share issuer, the Issuer has discretion to make certain determinations to account for such event including to (aa) make adjustments to the terms of the Securities (without the consent of Securityholders), and/or (bb) (in the case of an Extraordinary Event) (x) cause an early redemption of the Securities prior to their scheduled maturity by payment of an Early Redemption Amount instead of the Final Redemption Amount, any of such determinations may have an adverse effect on the value of and return on the Securities. Following a determination by the Issuer above, no other amounts shall be payable in respect of the Securities on account of interest or otherwise.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

(iv) *Loss of return of dividends in respect of most Securities linked to Shares*

Unless the terms and conditions of the Securities specify otherwise, holders of such Securities in respect of which an Underlying Asset is a Share will not participate in dividends or other distributions paid on such Share. Therefore, the return on such Securities will not reflect the return a Securityholder would have realised had it actually owned such Shares and received the dividends in respect of them.

(b) Risks associated with Equity Indices

(i) *Factors affecting the performance of Indices may adversely affect the value of and return on the Securities*

Indices are comprised of a synthetic portfolio of shares or other assets, and as such, the performance of an Index is dependent upon the macroeconomic factors relating to the

shares or other components that comprise such Index, which may include interest and price levels on the capital markets, currency developments, political factors and (in the case of shares) company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy.

- (ii) *Returns on Securities will not be the same as a direct investment in futures or options on the Index or in the underlying components of the Index*

An investment in the Securities linked to Indices is not the same as a direct investment in futures or option contracts on any or all of the relevant Indices nor any or all of the constituents included in each Index. In particular, investors will not benefit directly from any positive movements in any Index nor will investors benefit from any profits made as a direct result of an investment in such Index. Accordingly, changes in the performance of any Index may not result in comparable changes in the market value of or return on the Securities linked to such Index.

- (iii) *Loss of return of dividends in respect of most Securities linked to Indices*

The rules of an Index might stipulate that dividends distributed on its components do not lead to a rise in the Index Level, for example, if it is a "price" index. As a result, holders of Securities linked to such Index would lose the benefit of any dividends paid by the components of the Index and such Securities would not perform as well as a position where such holder had invested directly in such components or where they invested in a "total return" version of the Index. Even if the rules of the relevant underlying Index provide that distributed dividends or other distributions of the components are reinvested in the Index and therefore result in raising its level, in some circumstances the dividends or other distributions may not be fully reinvested in such Index.

- (iv) *A change in the composition or discontinuance of an Index could have a negative impact on the value of the Securities*

The sponsor of an Index can add, delete or substitute the components of such Index or make other methodological changes that could change the level of one or more components. The changing of the components of an Index may affect the level of such Index as a newly added component may perform significantly worse or better than the component it replaces, which in turn may adversely affect the value of and return on the Securities. The sponsor of an Index may also alter, discontinue or suspend calculation or dissemination of such Index. The sponsor of an Index will have no involvement in the offer and sale of the Securities and will have no obligation to any investor in such Securities. The sponsor of an Index may take any actions in respect of such Index without regard to the interests of the investor in the Securities, and any of these actions could have an adverse effect on the value of and return on the Securities.

- (v) *Occurrence of Index Adjustment Events*

Upon determining that an Index Adjustment Event has occurred in relation to an Index, the Issuer has the discretion to make certain determinations and adjustments to account for such event including to (A) make adjustments to the terms of the Securities (without the consent of Securityholders), and/or (B) cause an early redemption of the Securities prior to their scheduled maturity by payment of an Early Redemption Amount instead of the Final Redemption Amount, any of such determinations may have an adverse effect on the value of and return on the Securities. Following a determination by the Issuer in accordance with (B), no other amounts shall be payable in respect of the Securities on account of interest or otherwise.

In making any such adjustments or determinations, the Issuer in such capacity will (whether or not already expressed to be the case in the Conditions) act in good faith and in a commercially reasonable manner, and (where there is a corresponding applicable regulatory obligation) shall take into account whether fair treatment is achieved by any

such adjustments or determinations in accordance with its applicable regulatory obligations.

Please refer to the section headed "Overview of the Potential for Discretionary Determinations by the Issuer" for more information.

7. Risks associated with calculations and determinations by the Issuer and conflicts of interest between the Issuer and holders of Securities

(a) Exclusion of liability for calculations and determinations

The terms of the Securities may contain an exclusion of liability or responsibility on the part of the Issuer (in its capacity as Issuer or otherwise) for errors or omissions in its calculations or determinations with regard to the Securities, whether caused by negligence or otherwise. If that is the case, investors may have no ability to take legal action against the Issuer for any loss or damage suffered as a result of such error or omission.

(b) Calculations and determinations under the Securities

In making calculations and determinations with regard to the Securities, there may be a difference of interest between the Securityholders and the Issuer. Save where otherwise provided in the terms and conditions, the Issuer is required to act in good faith and in a commercially reasonable manner but does not have any obligations of agency or trust for any investors and has no fiduciary obligations towards them. In particular, the Issuer and its affiliated entities may have interests in other capacities (such as other business relationships and activities). Prospective investors should be aware that any determination made by the Issuer may have a negative impact on the value of and return on the Securities.

Each of the Issuer, the Dealer or any of their respective affiliates may have existing or future business relationships with each other (including, but not limited to, lending, depository, derivative counterparty, risk management, advisory and banking relationships), and when acting in such other capacities the Issuer, the Dealer or any of their respective affiliates may pursue actions and take steps that it deems necessary or appropriate to protect its interests arising therefrom without regard to the consequences for any particular Securityholder.

(c) Hedging and dealing activities in relation to the Securities and Underlying Asset(s)

In the ordinary course of its business the Issuer and/or any of its affiliates may effect transactions for its own account or for the account of its customers and may enter into one or more hedging transactions with respect to the Securities or related derivatives. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer and/or any of its affiliates may enter into transactions in or in respect of the Underlying Asset(s) or related derivatives which may affect the market price, liquidity, value of or return on the Securities and which could be adverse to the interest of the relevant Securityholders.

For example, the Issuer (itself or through an affiliate) may hedge the Issuer's obligations under the Securities by purchasing futures and/or other instruments linked to the Underlying Asset(s) or (if an Index) the stocks or other components underlying the Underlying Asset(s). The Issuer (or affiliate) may adjust its hedge by, among other things, purchasing or selling any of the foregoing, and perhaps other instruments linked to the Underlying Asset(s) or (if applicable) the components, at any time and from time to time, and may unwind the hedge by selling any of the foregoing on or before the maturity or settlement date (as applicable) for the Securities. The Issuer (or affiliate) may also enter into, adjust and unwind hedging transactions relating to other securities whose returns are linked to changes in the level, price, rate or other applicable value of the Underlying Asset(s) or (if applicable) the components. Any of these hedging activities may adversely affect the level, price, rate or other applicable value of the Underlying Asset(s) — directly or (if applicable) indirectly by affecting the level, price, rate or other applicable value of underlying components — and therefore the value of and return on the Securities. It is possible

that the Issuer (or affiliate) could receive substantial returns with respect to such hedging activities while the value of and return on the Securities may decline.

Moreover, the Issuer (or affiliate) may also engage in trading in one or more of the Underlying Asset(s) or (if applicable) the components or instruments whose returns are linked to the Underlying Asset(s) or (if applicable) the components, for its proprietary accounts, for other accounts under its management or to facilitate transactions, including block transactions, on behalf of customers. Any of these activities of the Issuer (or affiliate) could adversely affect the level, price, rate or other applicable value of the Underlying Asset(s) — directly or (if applicable) indirectly by affecting the level, price, rate or other applicable value of the components — and therefore, the value of and return on the Securities. The Issuer (or affiliate) may issue or underwrite, other securities or financial or derivative instruments with returns linked to changes in the level, price, rate or other applicable value of the Underlying Asset(s) or (if applicable) one or more of the components, as applicable. By introducing competing products into the marketplace in this manner, the Issuer (or affiliate) could adversely affect the value of and return on the Securities.

(d) **Confidential information relating to the Underlying Asset(s)**

The Issuer and its affiliates (and any of their employees) may from time to time, by virtue of their status as underwriter, advisor or otherwise, possess or have access to information relating to the Underlying Asset(s) and any derivative instruments referencing them. None of the Issuer or its affiliates will be obliged (and may be subject to legal prohibition) to disclose any such information to an investor in the Securities, even where such information may be material to the decision by an investor as to whether or not to purchase the Securities.

DOCUMENTS INCORPORATED BY REFERENCE

The Listing Supplement and this Supplement should be read and construed in conjunction with the following document which shall be deemed to be incorporated in, and form part of, the Listing Supplement and the Supplement and supplement the section entitled "*Documents Incorporated by Reference*" of the Listing Supplement:

- (a) The registration document of CSi dated 7 June 2016 (the "**CSi Registration Document**") approved by the UK Listing Authority (as may be supplemented and/or replaced from time to time) is incorporated by reference in respect of CSi. The latest CSi Registration Document and any supplements thereto are available at <https://www.credit-suisse.com/media/ib/docs/investment-banking/financial-regulatory/international/csi-registration.pdf>.

Copies of this Supplement will be available for inspection during normal business hours on any business day (except Saturdays, Sundays and legal holidays) at the offices of the Paying Agents. In addition, copies of the documents incorporated by reference in this Supplement (and any document incorporated by reference therein) will be available free of charge during normal business hours on any business day (except Saturdays, Sundays and legal holidays) at the offices of the Paying Agents and at the registered office of the Issuer.

OVERVIEW OF THE POTENTIAL FOR DISCRETIONARY DETERMINATIONS BY THE ISSUER

The section in the Listing Supplement entitled "OVERVIEW OF THE POTENTIAL FOR DISCRETIONARY DETERMINATIONS BY THE ISSUER - Where can I find more information?" shall be updated by the information below.

Where can I find more information?	See risk factors 3(i) (<i>The Securities may be redeemed prior to their scheduled maturity</i>), 4(a) (<i>Adjustments and redemption or cancellation at Early Redemption Amount</i>), 5(d) (<i>Adjustment or alternative provisions for valuation of an Underlying Asset</i>), 5(e) (<i>Issuer determination in respect of an Underlying Asset, adjustment to or early redemption of the Securities and reinvestment risk following such early redemption</i>) and 5(g) (<i>Occurrence of Additional Disruption Events</i>) for more information.
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CREDIT SUISSE INTERNATIONAL

The information provided below has been extracted from the CSi Registration Document and is correct as of the date of this Supplement. The sections in the Listing Supplement entitled "CREDIT SUISSE INTERNATIONAL" shall be updated by the information below in its entirety.

Credit Suisse International

CSi was incorporated in England and Wales under the Companies Act 1985, on 9 May 1990, with registered no. 2500199 and was re-registered as an unlimited company under the name "Credit Suisse Financial Products" on 6 July 1990, and was renamed "Credit Suisse First Boston International" on 27 March 2000 and "Credit Suisse International" on 16 January 2006.

CSi, a UK domiciled bank established under English law, is an indirect wholly owned subsidiary of Credit Suisse Group AG. CSi's registered head office is in London and is located at One Cabot Square, London E14 4QJ and its telephone number is +44 (0)20 7888 8888.

CSi is an English bank and is regulated as an EU credit institution by the Financial Conduct Authority and the Prudential Regulation Authority ("**PRA**"). The PRA has issued a scope of permission notice authorising CSi to carry out specified regulated investment activities.

CSi is an unlimited company and, as such, its shareholders have a joint, several and unlimited obligation to meet any insufficiency in the assets of CSi in the event of its liquidation. The joint, several and unlimited liability of the shareholders of CSi to meet any insufficiency in the assets of CSi will only apply upon liquidation of CSi. Therefore, prior to any liquidation of CSi, the creditors may only have recourse to the assets of CSi and not to those of its shareholders.

CSi commenced business on 16 July 1990. Its principal business is banking, including the trading of derivative products linked to interest rates, foreign exchange, equities, commodities and credit. The primary objective of CSi is to provide comprehensive treasury and risk management derivative product services. CSi has established a significant presence in global derivative markets through offering a full range of derivative products and continues to develop new products in response to the needs of its customers and changes in underlying markets. The business is managed as a part of the Global Markets and Investment Banking and Capital Markets Divisions of Credit Suisse AG. For more information on Credit Suisse International's principal markets and activities, see page 2 of the 2015 CSi Annual Report.

The liquidity and capital requirements of CSi are managed as an integral part of the wider CS group framework. This includes the local regulatory liquidity and capital requirements in the UK.

Organisational Structure

The subsidiaries of CSi which are consolidated in the financial statements contained in the 2015 CSi Annual Report are listed on pages 69 to 71 of the 2015 CSi Annual Report, each of which is wholly owned by CSi. For information on CSi's relationship to Credit Suisse Group AG, see page 2 of the 2015 CSi Annual Report.

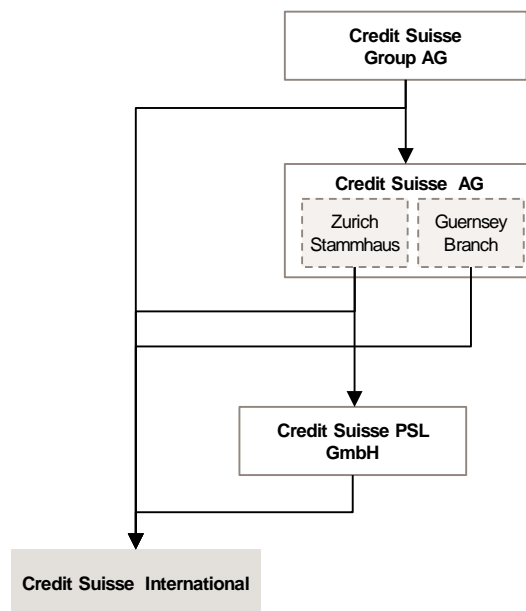
Major Shareholders

The shareholders of CSi are:

- (a) Credit Suisse Group AG, whose head office is at Paradeplatz 8, CH-8070 Zürich, Switzerland, and who is the ultimate parent of the consolidated Credit Suisse Group which includes Credit Suisse AG;
- (b) Credit Suisse AG, a Swiss bank and a leading global bank with its registered head office at Paradeplatz 8, CH-8070 Zürich, Switzerland who provides its clients with private banking, investment banking and asset management services worldwide;
- (c) Credit Suisse AG, Guernsey Branch, whose place of business is at Helvetia Court, Les Echelons, South Esplanade, St Peter Port GY1 3ZQ, Guernsey was established as a Branch of Credit

Suisse AG on 1 April 1986 and whose principal activities are deposit taking, bond issuing and lending the funds received within the Credit Suisse Group; and

- (d) Credit Suisse PSL GmbH, whose registered office is c/o Credit Suisse AG, Paradeplatz 8, 8001 Zürich, Switzerland and was incorporated in Zürich, Switzerland on 29 September 2009 and whose principal activity is to finance, purchase, hold, manage and sell financial participations in other Credit Suisse Group companies.



There is trading of shares in CSi between these shareholders and therefore the respective shareholdings will change from time to time, although CSi will remain an indirect wholly owned subsidiary of Credit Suisse Group AG.

Material Adverse Change and Significant Change

There has been no significant change in the financial position of CSi since 31 December 2015.

There has been no material adverse change in the prospects of CSi since 31 December 2015, except as set out in the following two paragraphs below.

On 23 March 2016, Credit Suisse announced a strategy update, including an accelerated restructuring of its Global Markets division, which Credit Suisse refers to as "GM," increases in Credit Suisse's cost savings targets and the targeted reductions by end-2016 in GM's leverage and Risk Weighted Assets, which Credit Suisse refers to as "RWA," as well as a headcount reduction of 6,000 (2,800 of which has been actioned as of 23 March 2016) and a plan to execute asset and business sales of more than CHF 1.0 billion in 2016. Credit Suisse will transfer USD 10-15 billion of RWA from GM to the Strategic Resolution Unit in connection with these actions.

In the same announcement, Credit Suisse noted that GM expects further write-downs in 1Q16 (USD 346 million as of 11 March 2016 vs. USD 633 million for 4Q15), resulting in a loss for 1Q16, albeit at a lower level compared to 4Q15. As of the time of the announcement, GM's 1Q16 trading revenues were expected to be down 40-45% compared to 1Q15. Investment Banking and Capital Markets' performance in 1Q16 has been adversely affected by reduced issuance activity in primary markets. Industry issuance levels are lower in equity capital markets by 58% year-to-date against the same period in 2015 and leveraged finance 74% lower.

For additional information, see the Form 6-K Dated 23 March 2016, which is incorporated by reference herein.

See pages 5 and 110 to 122 of the 2015 CSi Annual Report, and the "Risk Factors" section of the CSi Registration Document (pages 5 to 8) that together disclose the principal risks to CSi.

Please see "Operating environment" on pages 7 to 9 of the exhibit (Credit Suisse Financial Report 1Q16) to the Form 6-K Dated 10 May 2016, "Operating Environment" on pages 50 to 52 of the Group Annual Report 2015 and "Economic environment" on page 3 of the 2015 CSi Annual Report for information relating to the economic environment that may affect the future results of operations or financial condition of Credit Suisse Group AG and its consolidated subsidiaries, including CSi.

Names and Addresses of Directors and Executives

The business address of the members of the Board of Directors is One Cabot Square, London E14 4QJ.

The current members of the Board of Directors, their role within CSi and their principal activities outside CSi, if any, are as follows:

Board Member	External Activities
Noreen Doyle (Non- Executive Chair)	<ul style="list-style-type: none"> o Independent member and Chair of the Board of Directors, the Nomination and the Advisory Remuneration Committee, independent member of the Risk Committee and Audit Committee of CSi. o Ms. Doyle also serves as Vice- Chair and Lead Independent Director of the Board, member of the Risk Committee and the Chairman's and Governance Committee of Credit Suisse AG and Credit Suisse Group AG. o Additionally Ms. Doyle is also: <ul style="list-style-type: none"> ▪ Chair of the BBA; and ▪ Chair of the Board of Directors of the Newmont Mining Corporation.
Paul Ingram	<ul style="list-style-type: none"> o Managing Director in the CRO division of CSi. o Mr. Ingram is also Chief Risk Officer of CSi and Credit Suisse Securities (Europe) Ltd.
Christopher Horne	<ul style="list-style-type: none"> o Managing Director in the CFO division of CSi. o Mr. Horne is also Deputy CEO of CSi and Credit Suisse Securities (Europe) Ltd. o Member of the Board of Directors of Credit Suisse Investment Holdings (UK) and Credit Suisse Investments (UK).
Alison Halsey	<ul style="list-style-type: none"> o Independent member of the Board of Directors, Chair of the Audit Committee and Member of the Risk, Nomination and Advisory Remuneration Committee of CSi. o Ms. Halsey is also: <ul style="list-style-type: none"> ▪ Non-executive Director, Chair of the Audit & Risk Committee and Member of the Nomination and Remuneration Committees of Cambian Group Plc.; ▪ Non-executive Director, Chair of the Audit Committee, and Member of the Nomination, Remuneration and Risk Advisory Committees of Provident Financial Group Plc.; and ▪ Non-executive Director and Member of the Risk, Compliance and Nominations Committees and Chair of the Audit Committee of Aon UK Limited.

Stephen Dainton	<ul style="list-style-type: none"> o Managing Director in Regional EQ in the Global Markets division of CSi.
David Mathers (CEO)	<ul style="list-style-type: none"> o Managing Director in the CFO division of Credit Suisse AG. o Mr. Mathers is also CEO of CSi and Credit Suisse Securities (Europe) Ltd and CFO of Credit Suisse AG.

Pages 1 and 13 of the 2015 CSi Annual Report provide further information on CSi's Board of Directors.

Directors' Conflicts of Interest

There are no potential conflicts of interest of the members of the Board of Directors between their duties to CSi and their private interests and/or other duties.

Legal and Arbitration Proceedings

During the period of 12 months ending on the date of the CSi Registration Document there have been no governmental, legal or arbitration proceedings which may have, or have had in the past, significant effects on the financial position or profitability of CSi, and CSi is not aware of any such proceedings being either pending or threatened, except as disclosed below:

- CSi is defending a EUR 170 million clawback claim brought by the Winding up Committee ("**WUC**") of Kaupthing Bank hf in the District Court of Reykjavik, Iceland. The claim relates to the issuance of ten credit-linked notes issued in 2008, which the WUC is seeking to challenge under various provisions of Icelandic insolvency law in order to claw back funds paid to CSi. The WUC is also claiming significant penalty interest under Icelandic law. CSi argues that the purchase of the credit linked notes is governed by English law, which does not provide a legal basis for such clawback actions. In October 2014, the Court of the European Free Trade Association States issued a non-binding decision supporting CSi's position that the governing law of the transactions is relevant. Separately, CSi is pursuing a claim for USD 226 million in the District Court of Reykjavik, Iceland against Kaupthing Bank hf's WUC in order to enforce certain security rights arising under a 2007 structured trade. CSi acquired the security rights following Kaupthing Bank hf's insolvency in 2008. A trial of both matters is currently expected to take place in 2017.
- Rosserlane and Swinbrook -v- Credit Suisse International. CSi is the defendant in English court litigation brought by Rosserlane Consultants Limited and Swinbrook Developments Limited (the "**claimants**"). The litigation relates to the forced sale by the issuer in 2008 of Caspian Energy Group LP ("**CEG**"), the vehicle through which the claimants held a 51% stake in the Kyurovdag oil and gas field in Azerbaijan. CEG was sold for USD 245m following two unsuccessful M&A processes. The claimants allege that CEG should have been sold for at least USD 700m. CSi is vigorously defending the claims, which it believes are without merit. The trial commenced in October 2014 and on 20 February 2015 the case was dismissed and judgment given in favour of CSi. The claimants are now appealing the judgment.
- The European Commission Statement of Objections re CDS: In July 2013, the Directorate General for Competition of the European Commission ("**DG Comp**") issued a Statement of Objections ("**SO**") to various entities of thirteen CDS dealer banks, certain Market entities and the International Swaps and Derivatives Association, Inc. ("**ISDA**") in relation to its investigation into possible violations of competition law by certain CDS market participants. Certain Credit Suisse entities were among the named bank entities. The SO marked the commencement of enforcement proceedings in respect of what DG Comp alleged were unlawful attempts to prevent the development of exchange traded platforms for CDS between 2006 and 2009. In December 2015, DG Comp announced that it was closing the proceedings against the Credit Suisse

entities and the other dealer banks, although the proceedings would continue against the Markit entities and ISDA.

- US Antitrust Class Action re CDS. Certain Credit Suisse entities, as well as other banks, have been named in civil litigation in the US, currently pending in the US District Court for the Southern District of New York. In August 2015, Credit Suisse and the class action plaintiffs reached an agreement in principle to settle the action. The settlement is subject to the execution of formal settlement documentation and court approval.

Further, Credit Suisse (USA), Inc. has received civil investigative demands from the United States Department of Justice.

- CSi is the defendant in German court litigation brought by Stadtwerke Munchen GmbH, a German water utility company (the "**claimant**"). The litigation relates to a series of interest rate swaps entered into between 2008 and 2012. The claimant alleges breach of an advisory duty to provide both investor- and investment-specific advice, including in particular a duty to disclose the initial mark-to-market value of the trades at inception. The claimant seeks damages of EUR 15 million, repayment of EUR 159 million of collateral held by CSi and release from all future obligations under the trades. A preliminary hearing took place in February 2016, with further hearing dates expected in 2016/2017.

Provision for litigation is disclosed in Note 26 to its consolidated financial statements on page 51 of the 2015 CSi Annual Report.

Auditor

CSi's auditor is KPMG LLP, 15 Canada Square, London E14 5GL. KPMG LLP is registered to carry out audit work by the Institute of Chartered Accountants in England and Wales.

Further information on CSi's auditor may be found on pages 14 and 15 of the 2015 CSi Annual Report.

Financial Information

Financial information relating to CSi is contained in its Annual Reports for the years ended 31 December 2014 and 31 December 2015 (the "**CSi Annual Reports**") which are incorporated by reference in the CSi Registration Document. Financial information in the CSi Annual Reports has been audited. CSi's Annual Reports are available to the public on the Credit Suisse Group AG website at <https://www.credit-suisse.com/ch/en/investment-banking/financial-regulatory/international.html>.

TAXATION

The section in the Listing Supplement entitled "TAXATION - EU SAVINGS DIRECTIVE" shall be deleted and the section in the Listing Supplement entitled "TAXATION - PROPOSED FINANCIAL TRANSACTION TAX" shall be updated by the information below.

PROPOSED FINANCIAL TRANSACTION TAX

On 14 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 the Securities (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be 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 the Securities 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 uncertain. Additional EU Member States may decide to participate.

Prospective investors in Securities are advised to seek their own professional advice in relation to the FTT.