

# Credit Suisse International

*Registered as unlimited in England and Wales under No. 2500199*

## Series NCSI 2007-1511

**SKr 500,000,000 Zero Coupon Index-linked Certificates due 2013**

4.1.1

**Issue Price: 19 per cent.**

5.3

This document comprises two parts. Part One is a summary of the Registration Document and Securities Note (the “**Summary**”) and Part Two is a securities note (the “**Securities Note**”) both prepared for the purposes of Article 5.3 of Directive 2003/71/EC (the “**Prospectus Directive**”). The Summary and the Securities Note contain information relating to the above Certificates (the “**Securities**”). The Summary and the Securities Note shall be read in conjunction with the registration document (the “**Registration Document**”) dated 7 September 2007 containing information in respect of Credit Suisse International (the “**Issuer**”), as prepared for the purposes of Article 5.3 of the Prospectus Directive. Together, the Registration Document, the Summary and the Securities Note comprise a “**prospectus**” (the “**Prospectus**”) for the Securities, prepared for the purposes of Article 5.1 of the Prospectus Directive.

The Securities Note itself also comprises two parts. Part one sets out the specific terms and conditions of the Securities (the “**Issue Specific Terms**”) and certain information relating thereto and part two is the base terms and conditions of the Securities (the “**General Conditions**”) which are supplemented by the Issue Specific Terms.

31 October 2007

The Issuer accepts responsibility for the information contained in this document. To the best of the knowledge of the Issuer, having taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. 1.1  
1.2

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.

The Issuer will not be providing any post issuance information in relation to the Securities. 7.5

This document has been filed with the Financial Services Authority in its capacity as competent authority under the UK Financial Services and Markets Act 2000 (the “**UK Listing Authority**”).

Application will be made to the Irish Stock Exchange for the Securities issued to be admitted to the official list of the Irish Stock Exchange and to trading on its regulated market. Such market is a regulated market for the purposes of the Investment Services Directive 93/22/EEC. Application may subsequently be made for the Securities to be listed on other stock exchanges. 6.1

The Issuer has requested the UK Listing Authority to provide the Irish Financial Services Regulatory Authority, in its capacity as competent authority in Ireland for the purposes of the Prospectus Directive, and the Swedish Financial Supervisory Authority (“**Finansinspektionen**”), in its capacity as competent authority in Sweden for the purposes of the Prospectus Directive, with a certificate of approval in accordance with Article 18 of the Prospectus Directive attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.

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 Registration Document, the Summary or the Securities Note, and neither the Issuer nor the Dealer accepts responsibility for any information or representation so given that is not contained in the Registration Document, the Summary or the Securities Note. The Prospectus 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 the Prospectus in any jurisdiction where any such action is required except as specified herein.

The distribution of the Prospectus and the offering of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession the Registration Document, the Summary or the Securities Note comes are required by the Issuer to inform themselves about, and to observe, such restrictions.

The Securities have not been and will not be registered under the U.S. Securities Act of 1933 (the “**Securities Act**”) and are subject to U.S. tax law requirements. Subject to certain exemptions, the Securities may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons. A further description of the restrictions on offers and sales of the Securities in the United States or to U.S. persons is set forth below under “Subscription and Sale”.

## PART ONE

### SUMMARY

**Credit Suisse International**  
**Series NCSI 2007-1511 SKr 500,000,000 Zero Coupon Index-linked Certificates due 2013 (the**  
**“Securities”**)

This summary must be read as an introduction to this Prospectus and any decision to invest in the Securities should be based on a consideration of the Prospectus as a whole, including the documents incorporated by reference. No civil liability in respect of this summary will attach to the Issuer in any Member State of the European Economic Area in which the relevant provisions of the Prospectus Directive (Directive 2003/71/EC) have been implemented unless this summary, including any translation thereof, is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus. Where a claim relating to the information contained in this Prospectus is brought before a court in such a Member State, the plaintiff may, under the national legislation of that Member State, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated.

#### **Description of the Issuer**

Credit Suisse International (the “**Issuer**”) is incorporated in England and Wales under the Companies Act 1985, with registered no. 2500199 as an unlimited liability company. Its registered office and principal place of business is at One Cabot Square, London E14 4QJ. The Issuer is an English bank and is authorised and regulated as an EU credit institution by the Financial Services Authority (“**FSA**”) under the Financial Services and Markets Act 2000. The FSA has issued a scope of permission notice authorising the Issuer to carry out specified regulated investment activities.

The Issuer is an unlimited liability company and, as such, its shareholders have a joint, several and unlimited obligation to meet any insufficiency in the assets of the Issuer in the event of its liquidation. The joint, several and unlimited liability of the shareholders of the Issuer to meet any insufficiency in the assets of the Issuer will only apply upon liquidation of the Issuer. Therefore, prior to any liquidation of the Issuer, holders of the Securities may only have recourse to the assets of the Issuer and not to those of its shareholders. Its shareholders are Credit Suisse Group, Credit Suisse and Credit Suisse (International) Holding AG.

The Issuer commenced business on 16 July 1990. Its principal business is banking, including the trading of derivative products linked to interest rates, equities, foreign exchange, commodities and credit. The primary objective of the Issuer is to provide comprehensive treasury and risk management derivative product services worldwide. The Issuer 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. Credit Suisse is a leading global investment bank, serving institutional, corporate, government and individual clients.

#### **Description of the Securities**

The Securities are Swedish Kronor denominated, zero coupon equity index-linked certificates issued by the Issuer on 1 November 2007 and due to mature in January 2013. The principal amount of each Security is SKr 100,000 and the total principal amount of the Securities is SKr 500,000,000. The issue price is 19 per cent. of

the principal amount. The return which will be paid to investors at maturity is linked to the performance of two baskets of indices:

- (i) an equally weighted basket ("**Basket 1**") comprised of five indices: the TOPIX Index, the MSCI Singapore Free Index, the MSCI Taiwan Index, the Swiss Market Index and the Dow Jones EuroSTOXX 50 Index; and
- (ii) a basket ("**Basket 2**") comprised of one index: the HS Market Neutral Index (calculated in euros).

Each index an "**Index**" and together the "**Indices**".

The Securities may only be redeemed before the maturity date for reasons of default by the Issuer, the imposition of UK withholding tax on payments under the Securities or the illegality of the Issuer's payment obligations or its hedging arrangements.

Application will be made to the Irish Stock Exchange for the Securities to be admitted to the official list and admitted to trading on its regulated market. Application may subsequently be made for the Securities to be listed on other stock exchanges.

### **Return at Maturity**

When the Securities mature in 2013, investors will receive a return calculated as (a) the principal amount multiplied by the greater of zero and "**Index Return 1**" plus (b) the principal amount multiplied by the greater of zero and "**Index Return 2**", as explained below.

"**Index Return 1**" means the Average Performance 1 multiplied by 50 per cent. (such percentage is indicative and will be set based on market conditions on the Initial Setting Date, subject to a minimum of 40 per cent.).

"**Index Return 2**" means the Average Performance 2 multiplied by 50 per cent. (such percentage is indicative and will be set based on market conditions on the Initial Setting Date, subject to a minimum of 40 per cent.).

If the Average Performance 1 and Average Performance 2 values are both zero or negative then, at maturity, the return will be zero.

### **Average Performance 1**

- (i) For each Index in Basket 1 the "**Index Performance**" is calculated as the percentage change between the Index Level for that Index on the Initial Setting Date and the Final Index Level for that Index. The "**Final Index Level**" is calculated as the average of the Index Levels for that Index on each of the Observation Dates and the "**Index Level**" of an Index is the prevailing index level;
- (ii) The Index Performance for each Index in Basket 1 is then multiplied by the Index Weighting for the relevant Index. The resultant figures are added together to give "**Average Performance 1**".

### **Average Performance 2**

- (i) For the Index in Basket 2 the "**Index Performance**" is calculated as the percentage change between the Index Level for that Index on the Initial Setting Date and the Final Index Level for that Index. The "**Final Index Level**" is calculated as the average of the Index Levels for that Index on each of the Observation Dates and the "**Index Level**" of an Index is the prevailing index level;

- (ii) The Index Performance for the Index in Basket 2 is then multiplied by the Index Weighting for that Index and the result is “**Average Performance 2**”.

“**Index Weighting**” means, in respect of each Index in Basket 1, 20 per cent. and, in respect of the Index in Basket 2, 100 per cent.

“**Initial Setting Date**” means 12 December 2007.

“**Observation Date**” means the 12th calendar day of each month beginning on 12 December 2011 and ending on 12 December 2012 (13 Observation Dates in total).

Please note that the full terms and conditions included in the Securities Note contain provisions dealing with non-business days, disruptions and adjustments that may affect each Index and the Index levels and the timing and calculations of payments under the Securities.

The terms and conditions of the Securities are set out in full in the Securities Note relating to the Securities which is available at the offices of the Paying Agents.

### **The Offer**

Garantum Fondkommission Aktiefbolag (“**Garantum**”) has agreed to purchase from the Issuer, and the Issuer has agreed to sell to Garantum, some or all of the Securities. Garantum has informed the Issuer that it contemplates offering, in its own name, Securities to the public in Sweden. Neither the Issuer nor the Dealer has any responsibility for such offers.

The offer period will be from 1 November 2007 to 5 December 2007. The offer period may be discontinued at any time. The maximum nominal amount of the offer is SKr 500,000,000. The price of the offer will be 19 per cent. of the principal amount.

Purchases can be made by submitting a purchase commitment form provided by Garantum, or otherwise as instructed by Garantum. Payment for the Securities shall be made to Garantum on or around 14 December 2007 for delivery of Securities to purchasers’ accounts on or around 21 December 2007. Garantum will not charge a commission payable by the purchaser. The Issuer may pay a commission to Garantum.

Garantum reserves the right to cancel the offer if the nominal amount of purchases are less than SKr 50,000,000, or if Garantum assesses, at its absolute discretion, that any factors render it illegal, impossible or impractical, in whole or part, to complete the offer or that there has been a material adverse change in the market conditions. In case of cancellation, Garantum will repay the purchase price and commission paid by any purchaser without interest.

### **Risk Factors**

The terms of the Securities provide that the amount paid to the investor at maturity will be dependent upon the performance of the Indices. The Securities are not principal protected and purchasers of the Securities are exposed to the risk of the full loss of principal.

An investment in the Securities is not the same as an investment in any or all of the shares comprised in the Indices or an investment which is directly linked to the Indices. In particular, investors will not benefit from any dividends.

The levels of the Indices may go down as well as up throughout the term of the Securities. Furthermore, the levels of the Indices at any specific date may not reflect their prior or future performance. There can be no assurance as to the future performance of the Indices. Accordingly, before investing in the Securities, prospective investors should carefully consider whether an investment based on the performance of the Indices is suitable for them.

The Securities involve complex risks, which include, among other things, share price risks, credit risks, foreign exchange risks, interest rate risks and/or political risks.

It is not possible to predict the price at which Securities will trade in the market or whether such market will be liquid or illiquid. The Issuer may, but is not obliged to, purchase Securities at any time 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 market for Securities may be limited and neither the Issuer or Garantum intends to provide a market for the Securities. The only way in which a holder can realise value from a Security prior to maturity is to sell it at its then market price in the market, which may be less than the amount initially invested.

Fluctuations in the prices of the shares comprised in the Indices and in the levels of the Indices may affect the value of the Securities.

The rules of the HS Market Neutral Index may be amended by Credit Suisse (the “**Index Creator**”). No assurance can be given that any such amendment would not be prejudicial to Securityholders.

The end-of-day value of the HS Market Neutral Index is published subject to the provisions in the rules of that Index. None of the Issuer, Credit Suisse or the relevant publisher is obliged to publish any information regarding that Index other than as stipulated in the rules of that Index. The Index Creator may enter into licensing arrangements with investors pursuant to which the investor in question can obtain further and more detailed information, such as the constituent stocks, against payment of licensing fees and typically subject to a time lag. It is expected that only large professional investors will enter into such licensing arrangements.

The Issuer and the Index Creator are affiliated entities and may each face a conflict of interest between their obligations as Issuer and Index Creator, respectively, and their interests in another capacity.

Accordingly, an investment in the Securities is only suitable for investors who (either alone or in conjunction with an appropriate financial adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom.

The levels and basis of taxation on the Securities and any reliefs from such taxation can change at any time. The value of any tax reliefs will depend on an investor’s individual circumstances. The tax and regulatory characterisation of the Securities may change over the life of the Securities. This could have adverse consequences for investors.

**Before making any investment decision with respect to the Securities, any prospective investors should consult their own financial, tax or other advisers as they consider necessary and carefully review and consider such an investment decision in the light of the foregoing and their personal circumstances.**

## **PART TWO**

### **SECURITIES NOTE**

Terms defined in the General Conditions have the same meaning herein unless otherwise defined in the Issue Specific Terms.

In the event of any inconsistency between the Issue Specific Terms and the General Conditions, the Issue Specific Terms will prevail.

## RISK FACTORS

2  
4.1.2

The terms of the Securities provide that the Final Redemption Amount will be dependent upon the performance of the Indices (as defined herein). The Securities are not principal protected and purchasers of the Securities are exposed to the risk of the full loss of principal.

An investment in the Securities is not the same as an investment in any or all of the shares comprised in the Indices or an investment which is directly linked to the Indices. In particular, investors will not benefit from any dividends.

The levels of the Indices may go down as well as up throughout the term of the Securities. Furthermore, the levels of the Indices at any specific date may not reflect their prior or future performance. There can be no assurance as to the future performance of the Indices. Accordingly, before investing in the Securities, prospective investors should carefully consider whether an investment based on the performance of the Indices is suitable for them.

The Securities involve complex risks, which include, among other things, share price risks, credit risks, foreign exchange risks, interest rate risks and/or political risks.

It is not possible to predict the price at which Securities will trade in the market or whether such market will be liquid or illiquid. The Issuer may, but is not obliged to, purchase Securities at any time 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 market for Securities may be limited and neither the Issuer or Garantium intends to provide a market for the Securities. The only way in which a holder can realise value from a Security prior to the Maturity Date is to sell it at its then market price in the market which may be less than the amount initially invested.

Fluctuations in the prices of the shares comprised in the Indices and in the levels of the Indices may affect the value of the Securities.

The rules of the HS Market Neutral Index may be amended by Credit Suisse (the “**Index Creator**”). No assurance can be given that any such amendment would not be prejudicial to Securityholders.

The end-of-day value of the HS Market Neutral Index is published subject to the provisions in the rules of that Index. None of the Issuer, Credit Suisse or the relevant publisher is obliged to publish any information regarding that Index other than as stipulated in the rules of that Index. The Index Creator may enter into licensing arrangements with investors pursuant to which the investor in question can obtain further and more detailed information, such as the constituent stocks, against payment of licensing fees and typically subject to a time lag. It is expected that only large professional investors will enter into such licensing arrangements.

The Issuer and the Index Creator are affiliated entities and may each face a conflict of interest between their obligations as Issuer and Index Creator, respectively, and their interests in another capacity.

Accordingly, an investment in Securities is only suitable for investors who (either alone or in conjunction with an appropriate financial adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom.

The level and basis of taxation on the Securities and any reliefs from such taxation can change at any time. The value of any tax reliefs will depend on an investor’s individual circumstances. The tax and regulatory characterisation of the Securities may change over the life of the Securities. This could have adverse consequences for investors.

**Before making any investment decision with respect to the Securities, any prospective investors should consult their own financial, tax or other advisers as they consider necessary**



**and carefully review and consider such an investment decision in the light of the foregoing and their personal circumstances.**

## ISSUE SPECIFIC TERMS

The Securities will be subject to the General Conditions and the following terms (the “**Issue Specific Terms**”):

*“Not Applicable” means an item is not applicable in respect of the Securities. Italics in the left column denote a brief explanation of the Issue Specific Terms. Words in italics do not form any part of the Issue Specific Terms.*

<b>1</b>	Series Number:	NCSI 2007-1511	4.1.1 4.1.7
<b>2</b>	Tranche Number:	Not Applicable	
<b>3</b>	Specified Currency or Currencies:	Swedish Kronor (“ <b>SKr</b> ”)	4.1.5
<b>4</b>	Aggregate Nominal Amount:		5.1.2
	(i) Series:	SKr 500,000,000	
	(ii) Tranche:	Not Applicable	
<b>5</b>	(i) Issue Price:	19 per cent. of the Aggregate Nominal Amount	5.3
	(ii) Net proceeds:	SKr 95,000,000	
<b>6</b>	Specified Denominations:	SKr 100,000	
<b>7</b>	Issue Date:	1 November 2007	4.1.9
<b>8</b>	Interest Commencement Date <i>(if different from the Issue Date):</i>	Not Applicable	
<b>9</b>	Maturity Date:	As set out in the Schedule hereto	
<b>10</b>	Interest Basis:	Not Applicable	
<b>11</b>	Redemption/Payment Basis:	The Securities will be redeemed in accordance with paragraph 17 below.	
<b>12</b>	Change of Redemption/Payment Basis:	Not Applicable	
<b>13</b>	Put/Call Options:	Not Applicable	
<b>PROVISIONS RELATING TO INTEREST</b>			
<b>14</b>	Fixed Rate Securities Provisions:	Not Applicable	
<b>15</b>	Floating Rate Provisions:	Not Applicable	
<b>16</b>	Zero Coupon Security Provisions:	Not Applicable	
<b>PROVISIONS RELATING TO REDEMPTION</b>			
<b>17</b>	Final Redemption Amount:	The Final Redemption Amount in respect of each Security will be determined in accordance with the provisions set out in the Schedule below.	4.1.2 4.1.7 4.1.13
<b>18</b>	Early Redemption Amount:	As set out in the General Conditions	
	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):

- |           |                      |                        |       |
|-----------|----------------------|------------------------|-------|
| <b>19</b> | Call Option:         | Not Applicable         |       |
| <b>20</b> | Put Option:          | Not Applicable         |       |
| <b>21</b> | Settlement Currency: | The Specified Currency | 4.1.5 |
- (The currency in which the Final Redemption Amount will be paid)*

**GENERAL PROVISIONS**

- |           |                     |  |       |
|-----------|---------------------|--|-------|
| <b>22</b> | Form of Securities: | <p>Registered Securities in book entry form in accordance with the Rules (as defined in paragraph 36 below) provided that if the holders of at least 20 per cent. in aggregate principal amount of the Securities (the “<b>Definitive Securities Threshold</b>”) give notice (a “<b>Definitive Securities Request Notice</b>”) to the Issuer that they require their Securities to be in definitive form, all the Securities shall, with effect from such date (not later than 90 days thereafter) as the Issuer shall notify to Securityholders (the “<b>Exchange Date</b>”), be in definitive bearer form and the Securities shall be Bearer Securities. The Issuer shall on the Exchange Date send the definitive Securities by uninsured mail at the risk of the Securityholders to the Securityholders or, as the case may be, any other person entitled to receive the definitive Securities, in each case at their respective addresses appearing in the records of VPC as of the fifteenth day before the Exchange Date. No transfers of Securities as Registered Securities shall be permitted on or after such fifteenth day. With effect from the Exchange Date the Securities shall cease to be Registered Securities and VPC shall cease to be the Registrar.</p> <p>Promptly after receipt of any Definitive Securities Request Notice, the Issuer shall notify VPC and the Fiscal Agent.</p> <p>On the date of receipt of each Definitive Securities Request Notice the Issuer shall determine whether the Definitive Securities Threshold has been reached on the basis of the aggregate principal amount of Securities held on that date by those Securityholders who have on or prior to that date given a Definitive Securities Request</p> | 4.1.4 |
|-----------|---------------------|--|-------|

		Notice.	
	(i) Temporary or permanent Global Security/Certificate:	Not Applicable	
	(ii) Applicable TEFRA exemption:	C Rules	
<b>23</b>	Additional Financial Centre(s) (General Condition 6(h)) or other special provisions relating to payment dates:	London and Stockholm	
<b>24</b>	Talons for future Coupons or Receipts to be attached to Definitive Securities (and dates on which such Talons mature):	Not Applicable	
<b>25</b>	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	
<b>26</b>	Details relating to Instalment Securities:	Not Applicable	
<b>27</b>	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>	Application will be made to the Irish Stock Exchange.	6.1
<b>28</b>	Entities (other than stock exchanges) to which application for listing and/or approval of the Securities will be made:	Not Applicable	
<b>29</b>	ISIN Code:	SE0002213033	4.1.1
<b>30</b>	SEDOL:	Not Applicable	
<b>31</b>	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	VPC AB ("VPC") 556112-8074 Corp. Reg. No. Box 7822 SE-103 97 Stockholm	
<b>32</b>	Calculation Agent:	Credit Suisse International One Cabot Square London E14 4QJ	5.4.5
<b>33</b>	The Agents appointed in respect of the Securities are:	Fiscal Agent and Paying Agent: JPMorgan Chase Bank, N.A. Trinity Tower 9 Thomas More Street London E1W 1YT	5.4.2
		Paying Agent: J.P. Morgan Bank (Ireland) Plc JPMorgan House International Financial Services Centre Dublin 1	5.4.2

		Registrar (Sw. central värdepappersförvarare under the Swedish Financial Instruments Accounts Act): VPC AB Box 7822 SE-103 97 Stockholm  Issuing agent (Sw. emissionsinstitut) under the Rules:  SEB Merchant Banking Securities Services Kungsträdgårdsgatan 8 SE-106 40 Stockholm	4.1.4
<b>34</b>	Dealer(s): <i>(The entity which will initially subscribe the Securities)</i>	Credit Suisse Securities (Europe) Limited One Cabot Square London E14 4QJ	
<b>35</b>	Additional steps that may only be taken following approval by Extraordinary Resolution in accordance with General Condition 10(a):	Not Applicable	
<b>36</b>	Additional Provisions:	<p>So long as VPC is the Registrar in respect of the Securities the following provisions shall apply and, notwithstanding any provisions in the General Conditions, may not be amended, modified or set aside other than in such manner as may be acceptable under the Rules, in the sole opinion of VPC:</p> <p>(i) Title to the Securities will pass by transfer between accountholders at VPC perfected in accordance with the legislation (including the Swedish Financial Instruments Accounts Act (SFS 1998:1479)), rules and regulations applicable to and/or issued by VPC that are in force and effect from time to time (the “<b>Rules</b>”), and General Condition 2 and the final four paragraphs of General Condition 1 shall not apply.</p> <p>“<b>Securityholder</b>” and “<b>holder</b>” means a person in whose name a Security is registered in a VPC Account in the book-entry settlement system of VPC or any other person recognised as a holder of Securities pursuant to the Rules and accordingly, where Securities are held through a registered nominee, the nominee shall be deemed to be the holder.</p> <p>“<b>Register</b>” means the register of VPC.</p> <p>(ii) No physical notes, such as global</p>	4.1.10

temporary or permanent notes or definitive notes, will be issued in respect of the Securities. No Certificates in respect of Securities will be issued and provisions relating to presentation, surrendering or replacement of Certificates in the General Conditions shall not apply.

(iii) Payments in respect of the Securities will be effected in the Settlement Currency in accordance with the Rules and General Condition 6(b) shall not apply. The record date for payment is the fifth Banking Day in Stockholm before the due date for payment. Securityholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due as a result of the due date for payment not being a Currency Business Day.

(iv) The exceptions set out in General Condition 7(i)-(vi) shall not apply.

(v) All Securities will be registered in the book-entry system of VPC. 4.1.4

(vi) The Issuer shall be entitled to obtain from VPC extracts from the book entry registers of VPC (Sw. Skuldbok) relating to the Securities for the purposes of performing its obligations pursuant to paragraph 22 above or General Conditions 10(a) and 13.

(vii) Any notice to the Issuer pursuant to paragraph 22 above shall be given by the relevant Securityholders by notice in writing in English to the Issuer at its registered office, marked for the attention of the General Counsel Europe, Legal and Compliance Department and shall take effect upon receipt.

Signed on behalf of the Issuer:

By: \_\_\_\_\_

Duly authorised

By: \_\_\_\_\_

Duly authorised

## SCHEDULE FINAL REDEMPTION AMOUNT

4.1.2  
4.1.13

### 1 Definitions

The following definitions apply unless the context otherwise requires:

“**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;

“**Currency Business Day**” means a day which is a Banking Day in Stockholm and London;

“**Disrupted Day**” means, in respect of an Index, any Scheduled Trading Day on which (i) in respect of a Multi-Exchange Index, the Sponsor fails to publish the level of the relevant Index or, in respect of an Index which is not a Multi-Exchange Index, the Exchange fails to open for trading during its regular trading session, (ii) any Related Exchange in respect of that Index fails to open for trading during its regular trading session, or (iii) a Market Disruption Event in respect of that Index has occurred;

4.2.3

“**Early Closure**” means, in respect of an Index, the closure on any Exchange Business Day of any relevant Exchange or 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 the relevant Index, the stock exchange(s) or quotation system(s) (from time to time) on which, in the determination of the relevant Sponsor for the purposes of that Index, such securities are listed or quoted;

“**Exchange Business Day**” means, in respect of an Index, (i) in respect of a Multi-Exchange Index, any Scheduled Trading Day on which the Sponsor publishes the level of the relevant Index and each Related Exchange is open for trading during its regular trading session or, (ii) in respect of an Index which is not a Multi-Exchange Index, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding in any event 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, any security comprised in the relevant 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;

“**Final Redemption Amount**” means, in respect of each Security, an amount determined by the Issuer in accordance with the following formula:

4.1.2

$(NA \times \text{Participation 1} \times \text{Max}[0, \text{Average Performance 1}]) + (NA \times \text{Participation 2} \times \text{Max}[0, \text{Average Performance 2}])$

rounded up to the nearest SKr 1

where:

“**NA**” means Notional Amount;

“**Participation 1**” means indicatively 50 per cent., or such other percentage as the Issuer shall determine in its sole and absolute discretion on the Initial Setting Date by reference to the then prevailing market conditions, subject to a minimum of 40 per cent.;

**“Participation 2”** means indicatively 50 per cent., or such other percentage as the Issuer shall determine in its sole and absolute discretion on the Initial Setting Date by reference to the then prevailing market conditions, subject to a minimum of 40 per cent.;

**“Average Performance 1”** means an amount rounded up to four places of decimals determined by the Issuer in accordance with the following formula;

$$\sum_{i=1}^5 \frac{(\text{Index}_i \text{ Final} - \text{Index}_i \text{ Initial})}{\text{Index}_i \text{ Initial}} \times \text{Weight}_i$$

**“Average Performance 2”** means an amount rounded up to four places of decimals determined by the Issuer in accordance with the following formula;

$$\sum_{i=6}^6 \frac{(\text{Index}_i \text{ Final} - \text{Index}_i \text{ Initial})}{\text{Index}_i \text{ Initial}} \times \text{Weight}_i$$

where:

**“Index<sub>i</sub> Initial”** means the Index Level of Index<sub>i</sub> on the Initial Setting Date; and

**“Index<sub>i</sub> Final”** means the arithmetic average (rounded up to two places of decimals) of the Index Levels of Index<sub>i</sub> on each of the Observation Dates;

**“i”**, **“Index<sub>(i)</sub>”** and **“Weight<sub>(i)</sub>”** mean, respectively:

<b>“i”</b>	<b>“Index<sub>(i)</sub>”</b>	<b>“Weight<sub>(i)</sub>”</b>
1	TOPIX Index (Bloomberg Code TPX <Index>)	20%
2	MSCI Singapore Free Index (Bloomberg Code SGY <Index>)	20%
3	MSCI Taiwan Index (Bloomberg Code TWY <Index>)	20%
4	Swiss Market Index (Bloomberg Code SMI <Index>)	20%
5	Dow Jones EuroSTOXX 50 Index (Bloomberg Code SX5E <Index>)	20%
6	HS Market Neutral Index (calculated in euros) (Bloomberg Code HSGMNE <Index>)	100%

4.2.2

**“Index”** means Index<sub>(1)</sub>, Index<sub>(2)</sub>, Index<sub>(3)</sub>, Index<sub>(4)</sub>, Index<sub>(5)</sub> and/or Index<sub>(6)</sub> as the context so requires;

**“Index Level”** means, in respect of an Index, on any relevant Scheduled Trading Day, the level of the relevant Index determined by the Issuer as at the relevant Valuation Time on that Scheduled Trading Day, as calculated and published by the relevant Sponsor, subject to the provisions of this Schedule;

**“Initial Setting Date”** means, in respect of an Index, subject as provided in paragraph 2 of this Schedule, 12 December 2007 (or, if that day is not a Scheduled Trading Day in respect of that Index, the next following Scheduled Trading Day for that Index);

**“Market Disruption Event”** means, in respect of an Index, the occurrence or existence during the one hour period that ends at the relevant Valuation Time 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 (other than where the Market Disruption Event relates to futures or options contracts relating to the relevant Index) the securities comprised in the relevant 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 relevant Index. For the purpose of determining whether a Market Disruption Event exists at any time in respect of a

4.2.3



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 later of 7 January 2013 and the tenth Currency Business Day after the last Final Observation Date;

4.1.11

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

**“Notional Amount”** means SKr 100,000;

**“Observation Date”** means, in respect of an Index, subject as provided in paragraph 2 of this Schedule, the 12th calendar day of each month from and including 12 December 2011 (the **“First Observation Date”**) to and including 12 December 2012 (the **“Final Observation Date”**) (13 Observation Dates in total) or, if any such day is not a Scheduled Trading Day for that Index, the next following Scheduled Trading Day for that Index;

**“Related Exchange(s)”** means, in respect of an Index, 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 that Index;

**“Required Exchange”** means, in respect of Index<sub>(6)</sub>, the London Stock Exchange, the New York Stock Exchange and the Tokyo Stock 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, (i) in respect of a Multi-Exchange Index, any day on which the Sponsor is scheduled to publish the level of the Index and each Required Exchange and each Related Exchange is scheduled to be open for trading for its regular trading session, or (ii) in respect of an Index which is not a Multi-Exchange Index, any day on which the Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions;

**“Settlement Currency”** means Swedish Kronor;

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

**“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 any security comprised in the relevant Index or (ii) in futures or options contracts relating to that Index on any relevant Related Exchange; and

**“Valuation Time”** means, in respect of an Index, (i), for the purposes of determining whether a Market Disruption Event has occurred, (a) in respect of any component security, the Scheduled Closing Time on the Exchange in respect of such security, and (b) in respect of any options or futures contracts on such Indices, the close of trading on the Related Exchange, and (ii) in all other circumstances, the time with reference to which the Sponsor calculates the closing level of the relevant Index.

## 2 Disrupted Days

4.2.3

If the Issuer determines, in respect of an Index, that the Initial Setting Date or any Observation Date (other than the Final Observation Date) is a Disrupted Day in respect of that Index, then the Initial Setting Date or that Observation Date, as the case may be for that Index shall be the first succeeding Scheduled Trading Day that is not such 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 the Initial Setting Date or such Observation Date, as the case may be, is such a Disrupted Day. In that case, (i) that eighth Scheduled Trading Day shall be deemed to be the Initial Setting Date or that Observation Date, as the case may be, for that Index, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Issuer shall determine the relevant Index Level as of the relevant Valuation Time on that eighth Scheduled Trading Day in accordance with (subject to the provisions of paragraph 3 of this Schedule) the formula for and method of calculating the relevant Index last in effect prior to the occurrence of the first such 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 that 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 of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day).

If the Issuer determines, in respect of an Index, that the Final Observation Date in respect of that Index is a Disrupted Day, then the Final Observation Date for that Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day unless each of the three 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 the Final Observation Date in respect of that Index, is a Disrupted Day. In that case, the Final Observation Date in respect of that Index shall be the immediately preceding Scheduled Trading Day which was not such a Disrupted Day.

## 3 Modification or Discontinuation of the Indices

- (a) If an 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 the relevant Index, then in each case that index (the “**Successor Index**”) shall be deemed to be the relevant Index.
- (b) If, in the determination of the Issuer, (i) on or before the Initial Setting Date or any Observation Date, as the case may be, in respect of an Index the Sponsor announces that it will make a material change in the formula for or the method of calculating the relevant Index or in any other way materially modifies the relevant Index (other than a modification prescribed in that formula or method to maintain the relevant Index in the event of changes in constituent securities and capitalisation and other routine events) (an “**Index Modification**”) or permanently cancels that Index and no Successor Index exists (an “**Index Cancellation**”) or (ii) on the Initial Setting Date or any Observation Date, as the case may be, in respect of an Index the Sponsor fails to calculate and announce the relevant Index Level (an “**Index Disruption**” and together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”), then the Issuer shall calculate the relevant Index Level, using, in lieu of a published level for such Index, the level for such Index as at the Valuation Time on the Initial Setting Date or the relevant Observation Date, as the case may be, 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, the Registrar 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

4.2.4

relevant Index and make such consequential changes to the method of calculating the Final Redemption Amount, as it may determine to be appropriate to preserve the economic equivalent effect of the 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 Index, whether caused by negligence or otherwise.

#### **4 Calculations and Determinations**

The Issuer shall have no responsibility for good faith errors or omissions in its calculations and determinations, whether caused by negligence or otherwise. The calculations and determinations of the Issuer shall be made in accordance with these provisions 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 responsible for making the relevant calculation or determination and shall, in the absence of manifest error, be final, conclusive and binding on Securityholders.

Nothing in the Conditions shall however exclude or restrict any duty or liability arising under the regulatory framework applicable to any person authorised by the Financial Services Authority.

**General**

Information as to the methodology, calculation and value of the Tokyo Price Index or "TOPIX" (the "Index") at any given point in time is available on the Tokyo Stock Exchange website, [www.tse.or.jp](http://www.tse.or.jp) (provided that this website does not form part of the Securities Note or the terms and conditions of the Securities) and the value of the Index is available on Bloomberg Code "TPX <Index>".

**Disclaimer**

- (i) The TOPIX Index Value and the TOPIX Trademarks are subject to the intellectual property rights owned by the Tokyo Stock Exchange, Inc. and the Tokyo Stock Exchange, Inc. owns all rights relating to the TOPIX Index such as calculation, publication and use of the TOPIX Index Value and relating to the TOPIX Trademarks.
- (ii) The Tokyo Stock Exchange, Inc. shall reserve the rights to change the methods of calculation or publication, to cease the calculation or publication of the TOPIX Index Value or to change the TOPIX Trademarks or cease the use thereof.
- (iii) The Tokyo Stock Exchange, Inc. makes no warranty or representation whatsoever, either as to the results stemmed from the use of the TOPIX Index Value and the TOPIX Trademarks or as to the figure at which the TOPIX Index Value stands on any particular day.
- (iv) The Tokyo Stock Exchange, Inc. gives no assurance regarding accuracy or completeness of the TOPIX Index Value and data contained therein. Further, the Tokyo Stock Exchange, Inc. shall not be liable for the miscalculation, incorrect publication, delayed or interrupted publication of the TOPIX Index Value.
- (v) No Securities are in any way sponsored, endorsed or promoted by the Tokyo Stock Exchange, Inc.
- (vi) The Tokyo Stock Exchange, Inc. shall not bear any obligation to give an explanation of the Securities or an advice on investments to any purchaser of the Securities or to the public.
- (vii) The Tokyo Stock Exchange, Inc. neither selects specific stocks or groups thereof nor takes into account any needs of the issuing company or any purchaser of the Securities, for calculation of the TOPIX Index Value.
- (viii) Including but not limited to the foregoing, the Tokyo Stock Exchange, Inc. shall not be responsible for any damage resulting from the issue and sale of the Securities.

## MSCI SINGAPORE FREE INDEX

4.2.2

### General

Information as to the methodology, calculation and value of the MSCI Singapore Free Index (the “**Index**”) at any given point in time is available on the MSCI Singapore Index website, [www.msci.com](http://www.msci.com) (provided that this website does not form part of the Securities Note or the terms and conditions of the Securities) and the value of the Index is available on Bloomberg Code “SGY <Index>”.

### Disclaimer

THE SECURITIES ARE NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MORGAN STANLEY CAPITAL INTERNATIONAL INC. (“**MSCI**”), ANY AFFILIATE OF MSCI OR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX. THE MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY CREDIT SUISSE INTERNATIONAL. NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE OWNERS OF THE SECURITIES OR ANY MEMBER OF THE PUBLIC REGARDING THE ADVISABILITY OF INVESTING IN FINANCIAL SECURITIES GENERALLY OR IN THE SECURITIES PARTICULARLY OR THE ABILITY OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO THE SECURITIES OR CREDIT SUISSE INTERNATIONAL OR THE OWNER OF THE SECURITIES. NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX HAS ANY OBLIGATION TO TAKE THE NEEDS OF CREDIT SUISSE INTERNATIONAL OR THE OWNERS OF THE SECURITIES INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NEITHER MSCI, ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF THE SECURITIES TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY WHICH THE SECURITIES ARE REDEEMABLE FOR CASH. NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, THE MAKING OR COMPILING ANY MSCI INDEX HAS ANY OBLIGATION OR LIABILITY TO THE OWNERS OF THE SECURITIES IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THE SECURITIES.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE MSCI INDEXES FROM SOURCES WHICH MSCI CONSIDERS RELIABLE, NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO MAKING OR COMPILING ANY MSCI INDEX WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY CREDIT SUISSE INTERNATIONAL, CREDIT SUISSE INTERNATIONAL’S CUSTOMERS OR COUNTERPARTIES, ISSUERS OF FINANCIAL SECURITIES, OWNERS OF FINANCIAL SECURITIES, OR ANY OTHER PERSON OR ENTITY, FROM THE USE OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN IN CONNECTION WITH THE RIGHTS LICENSED HEREUNDER OR FOR ANY OTHER USE. NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY MSCI INDEX OR ANY

DATA INCLUDED THEREIN. FURTHER, NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND MSCI, ANY OF ITS AFFILIATES AND ANY OTHER PARTY INVOLVED IN, OR RELATED TO MAKING OR COMPILING ANY MSCI INDEX HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY MSCI INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL MSCI, ANY OF ITS AFFILIATES OR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES

## MSCI TAIWAN INDEX

4.2.2

### General

Information as to the methodology, calculation and value of the MSCI Taiwan Index (the “Index”) at any given point in time is available on the MSCI Taiwan Index website, [www.msci.com](http://www.msci.com) (provided that this website does not form part of the Securities Note or the terms and conditions of the Securities) and the value of the Index is available on Bloomberg Code “TWY <Index>”.

### Disclaimer

THE SECURITIES ARE NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MORGAN STANLEY CAPITAL INTERNATIONAL INC. (“MSCI”), ANY AFFILIATE OF MSCI OR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX. THE MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY CREDIT SUISSE INTERNATIONAL. NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE OWNERS OF THE SECURITIES OR ANY MEMBER OF THE PUBLIC REGARDING THE ADVISABILITY OF INVESTING IN FINANCIAL SECURITIES GENERALLY OR IN THE SECURITIES PARTICULARLY OR THE ABILITY OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO THE SECURITIES OR CREDIT SUISSE INTERNATIONAL OR THE OWNER OF THE SECURITIES. NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX HAS ANY OBLIGATION TO TAKE THE NEEDS OF CREDIT SUISSE INTERNATIONAL OR THE OWNERS OF THE SECURITIES INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NEITHER MSCI, ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF THE SECURITIES TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY WHICH THE SECURITIES ARE REDEEMABLE FOR CASH. NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, THE MAKING OR COMPILING ANY MSCI INDEX HAS ANY OBLIGATION OR LIABILITY TO THE OWNERS OF THE SECURITIES IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THE SECURITIES.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE MSCI INDEXES FROM SOURCES WHICH MSCI CONSIDERS RELIABLE, NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO MAKING OR COMPILING ANY MSCI INDEX WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY CREDIT SUISSE INTERNATIONAL, CREDIT SUISSE INTERNATIONAL’S CUSTOMERS OR COUNTERPARTIES, ISSUERS OF THE FINANCIAL SECURITIES, OWNERS OF THE FINANCIAL SECURITIES, OR ANY OTHER PERSON OR ENTITY, FROM THE USE OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN IN CONNECTION WITH THE RIGHTS LICENSED HEREUNDER OR FOR ANY OTHER USE. NEITHER MSCI, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCI INDEX SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY MSCI INDEX OR

ANY DATA INCLUDED THEREIN. FURTHER, NEITHER MSCl, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCl INDEX MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND MSCl, ANY OF ITS AFFILIATES AND ANY OTHER PARTY INVOLVED IN, OR RELATED TO MAKING OR COMPILING ANY MSCl INDEX HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY MSCl INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL MSCl, ANY OF ITS AFFILIATES OR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY MSCl INDEX HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.



## THE SWISS MARKET INDEX (SMI®)

4.2.2

### General

Information as to the methodology, calculation and value of the Swiss Market Index (the “**Index**”) at any given point in time is available on the SWX Swiss Exchange website, [www.swx.com](http://www.swx.com) (provided that this website does not form part of the Securities Note or the terms and conditions of the Securities) and the value of the Index is available on Bloomberg Code “SMI <Index>”.

### Disclaimer on behalf of the SMI Sponsor

The Securities are not in any way sponsored, endorsed, sold or promoted by the SWX Swiss Exchange and the SWX Swiss Exchange makes no warranty or representation whatsoever, express or implied, as to the results to be obtained from the use of the SMI® index (the “**Index**”) and/or the figure at which the said Index stands at any particular time on any particular day or otherwise. The Index is compiled and calculated solely by the SWX Swiss Exchange. However, the SWX Swiss Exchange shall not be liable (whether in negligence or otherwise) to any person for any error in the Index and the SWX Swiss Exchange shall not be under any obligation to advise any person of any error therein.

SMI® is a registered trademark of the SWX Swiss Exchange.

## DOW JONES EURO STOXX 50 SM INDEX

4.2.2

### General

Information as to the methodology, calculation and value of the Jones EURO STOXX 50<sup>SM</sup> Index (the “**Index**”) at any given point in time is available on the Dow Jones Stoxx website, [www.stoxx.com](http://www.stoxx.com) (provided that this website does not form part of the Securities Note or the terms and conditions of the Securities) and the value of the Index is available on Bloomberg Code “SX5E <Index>”.

### Disclaimer of STOXX and DOW JONES

STOXX Limited (“**STOXX**”) and DOW JONES & COMPANY, INC. (“**Dow Jones**”) have no relationship to the Issuer, other than the licensing of the Index and the related trademarks for use in connection with the Securities.

#### **STOXX and Dow Jones do not:**

- Sponsor, endorse, sell or promote the Securities.
- Recommend that any person invest in the Securities or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of the Securities.
- Have any responsibility or liability for the administration, management or marketing of the Securities.
- Consider the needs of the Securities or the Securityholders in determining, composing or calculating the Index or have any obligation to do so.

**STOXX and Dow Jones will not have any liability in connection with the Securities. Specifically,**

- **STOXX and Dow Jones do not make any warranty, express or implied and disclaim any and all warranty about:**
- **The results to be obtained by the Securities, the Securityholders or any other person in connection with the use of the Index and the data included in the Index;**
- **The accuracy or completeness of the Index and its data;**
- **The merchantability and the fitness for a particular purpose or use of the Index and its data;**
- **STOXX and Dow Jones will have no liability for any errors, omissions or interruptions in the Index or its data;**
- **Under no circumstances will STOXX or Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or Dow Jones knows that they might occur.**

**The licensing agreement between the Issuer and STOXX is solely for their benefit and not for the benefit of the Securityholders or any other third parties.**

## HS MARKET NEUTRAL INDEX 'POWERED BY HOLT™'

4.2.2

### General

The HS Market Neutral Index 'Powered by HOLT™' is described in the "Rules for the HS Market Neutral Index Powered by HOLT™" dated 7 September 2007 published by Standard & Poor's (the "**Index Calculation Agent**"), as amended from time to time (the "**Index Rules**"). The Index is calculated and maintained by the Index Calculation Agent based on a methodology developed by Credit Suisse Securities (Europe) Limited (the "**Index Creator**").

### Index Rules

The rules for construction, calculation and re-balancing of the Index are set out in the Index Rules. This summary description is qualified in all respects by and is subject to the Index Rules.

### Index composition

HOLT, a division of Credit Suisse, maintains a database that currently contains a global universe of approximately 18,000 stocks.

From the stocks in the HOLT database:

- 275 stocks with the highest market capitalisation issued by companies which are listed on a regulated stock exchange in United States or Canada;
- 300 stocks with the highest liquidity out of the 330 stocks with the highest market capitalisation issued by companies which are listed on a regulated stock exchange in United Kingdom, France, Germany, Italy, Netherlands or Spain; and
- 175 stocks with the highest market capitalisation issued by companies which are listed on a regulated stock exchange in Japan;

constitute the universe of eligible companies.

The Index consists of two equally weighted sub-indices, the Long Total Return Index (the "**Long Index**") and the Short Total Return Index (the "**Short Index**").

The eligible universe is determined each time the selection list is created. In order to qualify for inclusion in the Long Index, the stock should meet some or all of the following overall criteria according to the HOLT scoring model: it must (a) be undervalued, (b) have good stock market momentum and (c) display strong corporate performance. In order to qualify for inclusion in the Short Index, the stock should meet some or all of the following overall criteria according to the HOLT scoring model: it must (a) be overvalued, (b) have poor stock market momentum and (c) display poor corporate performance.

The stocks that most closely match these criteria using the HOLT scoring model are chosen for the Long Index and the Short Index as outlined in "Selection" below.

The Index is rebalanced quarterly.

### Selection

The Index constituents are selected according to the following procedure:

The companies within the eligible universe are divided into the following regions based on where the respective company is listed: (i) United States, (ii) Canada, (iii) United Kingdom, (iv) the Eurozone (comprising France, Germany, Italy, Netherlands and Spain), and (v) Japan.

The companies within the eligible universe are also divided into the following sectors (defined as per the Global Industry Classification System (GICS)) based on the operations of the respective company: (i) Energy; (ii) Materials; (iii) Industrials; (iv) Consumer Discretionary; (v) Consumer Staples; (vi) Health Care; (vii) Financials; (viii) Information Technology; (ix) Telecommunication Services; and (x) Utilities.

The companies are then divided up into region and sector buckets. Each bucket will contain all companies from that particular region and sector, for example one bucket will contain all Energy companies from the United States. The total possible number of buckets is 50 (because there are five regions and ten sectors).

The companies in region and sector buckets containing 3 or fewer companies will not qualify for inclusion in the Index and will be removed from the selection process.

Within each of the remaining region and sector buckets, the companies will be ranked according to their HOLT score. For further details with respect to HOLT, please refer to [http://www.csfb.com/institutional/csfb\\_holt/index.shtml](http://www.csfb.com/institutional/csfb_holt/index.shtml) (provided that such website does not form part of this Base Prospectus).

Each company is then assigned a proportion rank within its region and sector bucket which is calculated as  $(r-0.5)/w$  where "r" is the company's rank (1 being the highest) and "w" is the total number of companies within that region and sector bucket.

The region and sector buckets are then combined into ten sector buckets, such that each of the new buckets will contain all companies from that particular sector (for example one bucket will contain all Energy companies, irrespective of region).

Within each of the ten sector buckets, the companies will be ranked according to their HOLT score. Each company is then assigned a proportion rank within its sector bucket which is calculated as  $(r-0.5)/w$  where "r" is the company's rank (1 being the highest) and "w" is the total number of companies within that sector bucket.

### **Long Index**

The stocks of those companies with a proportion rank within their sector bucket of less than or equal to 10% and with a proportion rank within their region and sector bucket of less than or equal to 34% will go into the Long Index.

Those stocks which have an average trading volume of less than US dollars 10 million per day over the last six month period will be excluded from the Long Index. This will be determined by or on behalf of the Index Creator.

Those companies whose stocks are not freely tradable (because the equity and/or foreign exchange market is not free and well developed) may be excluded at the discretion of the Index Creator.

If a stock in the Long Index is excluded, it will be replaced by the stock of the next highest-ranking company within the same sector bucket that is not already included in the Long Index, as long as its proportion rank within the region and sector bucket is less than or equal to 34% if that stock is not excluded pursuant to the above. If there is no stock that satisfies these criteria, the stock which is excluded will not be replaced in the Long Index.

### **Short Index**

For each region and sector bucket, the stocks of the companies with the lowest rankings according to the HOLT score will be selected for inclusion in the Short Index, starting from the lowest, until as many stocks have been selected as there are in the Long Index for that specific region and sector bucket.

Those companies whose stocks are not freely tradable (because the equity and/or foreign exchange market is not free and well developed) may be excluded at the discretion of the Index Creator.

Those stocks which are hard to borrow in the market will be excluded from the Short Index. Stocks which are hard to borrow include stocks with availability below US dollars 30 million in the market or stocks which are highly sought after in the market by borrowers due to the expectation of an event based on public information that is likely to affect availability. This will be determined by or on behalf of the Index Creator.

If a stock in the Short Index is excluded it will be replaced by the stock of the next lowest-ranking company within the same region and sector bucket that is not already included in the Short Index, as long as its proportion rank within the region and sector bucket is greater than or equal to 66% if that stock is not excluded pursuant to the above. If there is no stock that satisfies these criteria, the stock which is excluded will not be replaced in the Short Index and the stock of the company with the lowest rank in the same region and sector bucket in the Long Index will be excluded from the Long Index.

### **General**

If two stocks are equally ranked, the stock with the higher market capitalisation will be deemed to have the higher rank unless both stocks have a proportion rank in their region and sector bucket greater than 50%, in which case the stock with the lower market capitalisation will be deemed to have the higher rank.

When a stock has several listings or different share classes outstanding, the Index Creator has discretion as to which stock and/or listing is considered, bearing in mind among other factors the liquidity of the stocks. Normally, the primary listing will be considered. In exceptional cases an ADR or GDR can be included, especially if the ADR or GDR is more liquid than the related stocks. For the purpose of this description, the term “stocks” shall be interpreted to include such securities.

The procedure described above is carried out on every Monday to create a selection list. The selection list indicates possible changes in the composition of the Index at the next quarterly review.

### **Number of stocks**

Due to the way that the stocks in the Long Index and the Short Index are selected, the number of stocks in the Long Index and the Short Index can vary from period to period, but will be approximately 75. The number of stocks in the Short Index will always equal the number of stocks in the Long Index.

### *Weighting*

The Index constituent stocks are equally weighted initially and on each quarterly rebalancing effective date. On each quarterly rebalancing effective date the weightings of the Index constituent stocks are each reset to an equal value of 1/nth of the Index. The weighting of each stock is expressed in the number of shares included in the Index. The number of shares required according to the weighting is generally rounded to 13 decimal places. The number of shares in the Long Index and the Short Index for each company is calculated on the base date (7 December 1995) and is recalculated on each quarterly rebalancing effective date according to the formula set out in the Index Rules.

### **Calculation of the Index**

#### *How the value of the Index is determined*

The value of the Index is calculated by taking the performance of the Long Index less the performance of the Short Index and the cost of borrowing the constituents of the Short Index in the market as determined by the Index Creator.

The value of the Index is calculated in U.S. dollars, Euro and Swiss francs using the official closing prices from the relevant exchanges of all the stocks included in the Index converted into the relevant currency (as applicable) using spot rates as outlined in the Index Rules.

#### *Dividend treatment*

For purposes of calculating the Long Index, net dividends are accounted for by reinvesting them on a daily basis.

For purposes of calculating the Short Index, gross dividends are accounted for by reinvesting them on a daily basis.

For both the Long Index and the Short Index the ex-dividend date is used to determine the total daily dividends for each day.

### *Closing Index Value*

The Index is calculated on an end-of-day basis by the Index Calculation Agent based on each constituent's last available closing price on its primary exchange. For calculation purposes the Index closes at 6.30 p.m. New York time.

As long as at least one constituent stock is being traded on a day, an Index value is calculated for that day.

### **Publication of the Index**

The closing value of the Index is published by the Index Calculation Agent by 6.30 p.m. New York time.

The Index Calculation Agent may delay the publication of the Index values, or suspend or discontinue the publication of the Index values, if it believes that there exist circumstances preventing the correct calculation of the Index.

Information as to the historic and current performance and volatility of the Index may be found at the website mentioned in the section entitled "Selection" above (provided that such website does not form part of this Base Prospectus).

### **Rules for the Periodic Review of the Index**

Revisions to the Index constituent stocks are made in March, June, September and December of each year.

### **Operational Adjustment of the Index**

In addition to the periodic reviews, the Index is continually reviewed for changes to the Index composition necessitated by extraordinary corporate actions.

### **Disclaimer**

The Index is the exclusive property of and currently sponsored by the Index Creator which has contracted with the Index Calculation Agent to maintain and calculate the Index. The Certificates are not in any way sponsored, endorsed or promoted by the Index Creator or the Index Calculation Agent. Neither the Index Creator nor the Index Calculation Agent has any obligation to take the needs of any person into consideration in composing, determining or calculating the Index (or causing the Index to be calculated). In addition, neither the Index Creator nor the Index Calculation Agent makes any warranty or representation whatsoever, express or implied, as to the results to be obtained from the use of the Index and/or the level at which the Index stands at any particular time on any particular day or otherwise, and neither the Index Creator nor the Index Calculation Agent shall be liable, whether in negligence or otherwise, to any person for any errors or omissions in the Index or in the calculation of the Index or under any obligation to advise any person of any errors or omissions therein.

## CLEARING ARRANGEMENTS

Transfers of Securities may (unless the Securities become Bearer Securities pursuant to paragraph 22 of the Issue Specific Terms) only be effected within VPC AB, the Swedish Central Securities Depository and Clearing Organisation, and will be effected in accordance with the rules and procedures of VPC AB and the Swedish Financial Instruments Accounts Act. 4.1.10

## TAXATION

4.1.14

*The following is a summary of the withholding tax position in Ireland, Sweden and the United Kingdom in respect of the Securities. It does not relate to any other tax consequences. 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 or on behalf of the Issuer will be subject to any applicable withholding taxes. However, as at the date hereof, no such taxes would be applicable in Ireland, Sweden or the United Kingdom.

## SUBSCRIPTION AND SALE

### Initial Purchase

Credit Suisse Securities (Europe) Limited, in its capacity as the Dealer will subscribe for the Securities upon their issuance and will comply with the selling restrictions set out below. The Dealer will sell the Securities to the Issuer.

Except as set out in this Securities Note, no action has been or will be taken by the Issuer or the Dealer 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. 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 and will not impose any obligations on the Issuer.

### Purchase and Offer by Garantum Fondkommission Aktiebolag

Garantum Fondkommission Aktiebolag (“**Garantum**”), supervised by the Swedish Financial Supervisory Authority (“**SFSA**”), has agreed to purchase from the Issuer and the Issuer has agreed to sell to Garantum some or all of the Securities.

Garantum has informed the Issuer that it (as distributor) contemplates offering, in its own name, Securities to the public in Sweden. The main terms of such offering (as from time to time specified, amended or complemented by Garantum) are set out below. 5.2.1

#### The offerors:

*The Distributor:* Garantum Fondkommission Aktiebolag  
Box 24045  
104 50 Stockholm  
Sweden 5.4.1

**Offer period:** 1 November 2007 - 5 December 2007 5.1.3  
The offer period may be discontinued at any time.

**Offer price:** The Issue Price 5.3

**Amount of the Offer:** The maximum nominal amount of the offer is SKr 500,000,000. 5.1.2  
5.1.4

**Applications:** Purchases from Garantum can be made by submitting a purchase commitment form provided by Garantum, or otherwise as instructed by Garantum. Purchasers will be notified by Garantum of the amount allotted. Dealings may begin on the Issue Date. 5.1.3  
5.2.2

**Payment and delivery:** Payments for the Securities shall be made to Garantum by wire transfer on or around 14 December 2007 or by internet payment upon the submission of the purchase commitment form, as instructed by Garantum. 5.1.5

Garantum estimates that the Securities would be delivered to the purchasers' respective book-entry securities accounts on or around 21 December 2007.

**Commission:** Garantum will not charge a commission payable by the purchaser. The Issuer may pay a commission to Garantum. 5.3



**Right to cancel:** Garantum reserves the right to cancel the offer if the nominal amount of purchases are less than SKr 50,000,000, or if Garantum assesses, at its absolute discretion, that any applicable laws, court rulings, decisions by governmental or other authorities or other similar factors render it illegal, impossible or impractical, in whole or part, to complete the offer or that there has been a material adverse change in the market conditions. In case of cancellation, Garantum will repay the purchase price and commission paid by any purchaser without interest.

5.1.4  
5.1.1

**Liability for the offer:** Any offers by Garantum will be made in its own name and not as an agent of the Issuer or the Dealer and only Garantum will be liable for the offer in Sweden. Neither the Issuer nor the Dealer accepts any liability for the offer or sale of Securities by Garantum.

**Governing law of the offer and jurisdiction:** The terms and conditions of Garantum's offer are governed by Swedish law. Any disputes regarding the offer are submitted to the jurisdiction of Swedish courts, provided that purchasers who are consumers are entitled to submit all disputes regarding the offer to the court having jurisdiction in their domicile. Complaints relating to the offer may also be submitted to the SFSA.

#### **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 or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S 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 that, 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 be required to send 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 has represented and agreed 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) other than Sweden (each, a “**Relevant Member State**”), the Dealer represents 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 INFORMATION

- 1** The issue of the Securities was authorised on 29 October 2007 pursuant to a resolution passed by the Board of Directors of the Issuer on 13 March 2006. 4.1.8
- 2** 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 Agent. In addition copies of the following will be available free of charge at the principal office of the Paying Agent and at the registered office of the Issuer, during usual business hours on any weekday (Saturdays and public holidays excepted):
  - (a) the Prospectus; and
  - (b) the Agency Agreement and any supplement thereto.

## GENERAL CONDITIONS

4.1.1

*The following is the text of the general terms and conditions that, subject to the provisions of the Issue Specific Terms, shall be applicable to the Securities.*

4.1.7

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) are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

Copies of the Agency Agreement are 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 relevant issue specific terms relating to the relevant Securities (the “**Issue Specific Terms**”).

Expressions used herein and not defined shall have the meaning given to them in the relevant Issue Specific Terms. In the event of any inconsistency between the General Conditions and the Issue Specific Terms, the Issue Specific 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) or in registered form (“**Registered Securities**”) in each case in the Specified Denomination(s).

4.1.4

All Registered Securities shall have the same Specified Denomination.

Bearer Securities are serially numbered.

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 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 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 or the person in whose name a Registered Security is registered (as the case may be), “**holder**” (in relation to a Security) means the bearer of any Bearer Security or the person in whose name a Registered Security is registered (as the case may be).

### 2. Exchanges of Exchangeable Bearer Securities and Transfers of Registered Securities

- (a) **Exchange of Exchangeable Bearer Securities:** Not applicable.

- (b) **Transfer of Registered Securities:** Not applicable.
- (c) **Exercise of Options or Partial Redemption in Respect of Registered Securities:** Not applicable.
- (d) **Delivery of New Certificates:** Not applicable.
- (e) **Exchange Free of Charge:** Not applicable.
- (f) **Closed Periods:** Not applicable.

### 3. Status

4.1.6

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.

### 4. Interest and other Calculations

- (a) **Interest on Fixed Rate Securities:** Not applicable.
- (b) **Interest on Floating Rate Securities:** Not applicable.

### 5. Redemption, Purchase and Options

4.1.13

#### (a) **Redemption by Instalments and Final Redemption:**

- (i) Not applicable.
- (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).

#### (b) **Early Redemption:**

- (i) *Zero Coupon Securities:* Not applicable.
- (ii) *Other Securities:*

The Early Redemption Amount payable in respect of any Security 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 Issue Specific 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:** Not applicable.

(e) **Redemption at the Option of Securityholders and Exercise of Securityholders' Options:** Not applicable.

(f) **Partly Paid Securities:** Not applicable.

(g) **Purchases:**

The Issuer, any Subsidiary and/or any Affiliate of the Issuer may at any time purchase Securities 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 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. 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

4.1.12

### (a) **Bearer Securities:**

Payments in respect of Bearer Securities shall, subject as mentioned below, be made against presentation and surrender of the relevant Securities 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:**

Payments 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.

### (c) **Payments in the United States:** Not applicable.

### (d) **Payments Subject to Fiscal Laws:**

5.3

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 in respect of such payments.

4.1.14

### (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. 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, (iv) so long as the Securities are listed on any stock exchange and the rules of that stock exchange or the relevant competent authority so require such Paying Agents or other agents as may be required by the rules of such stock exchange or competent authority and (v) a Paying Agent in an EU 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.

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:** Not applicable.

### (g) **Talons:** Not applicable.

### (h) **Non-Business Days:**

If any date for payment in respect of any Security 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

4.1.14

All payments by or on behalf of the Issuer in respect of the Securities 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 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:

- (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 the receipt of payment in respect thereof;
- (ii) to or to a third party 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 European Council 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 income 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 to another Paying Agent in a Member State of the EU.

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 Issue Specific 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 shall be prescribed and become void unless made within 10 years 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 amount 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 by 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, (ii) to reduce or cancel the nominal amount of, or any other amount payable or deliverable on redemption of, the Securities, (iii) 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 Securities, (iv) to vary the currency or currencies of payment or denomination of the Securities, (v) 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 (vi) 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 nominal 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).

- (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 and Certificates**

If a Security or Certificate 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) 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 or Certificate is subsequently presented for payment there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Securities or Certificates) and otherwise as the Issuer may require. Mutilated or defaced Securities or Certificates must be surrendered before replacements will be issued.

## **12. Further Issues**

The Issuer may from time to time without the consent of the Securityholders 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 published in accordance with the procedure set out in this General Condition for Bearer Securities and shall also 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*) and, as long as the Securities are listed on any stock exchange, if published in such manner as the rules of such exchange may require. 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 or on different dates, on the date of the first publication as provided above.

## **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. This condition shall not exclude or

restrict any duty or liability arising under the regulatory framework applicable to any person authorised by the Financial Services Authority.

#### **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**

References to “SKr” are to Swedish Kronor.

“**Business Day**” means, in relation to a city, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in such city.

“**TARGET Business Day**” means a day on which the TARGET System or any successor thereto is operating.

#### **17. Governing Law and Jurisdiction**

4.1.3

- (a) **Governing Law:** The Securities 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 and accordingly any legal action or proceedings arising out of or in connection with any Securities may be brought in such courts.