

DATED: 11 SEPTEMBER 2008



ABN AMRO Bank N.V.

(incorporated in The Netherlands with its statutory seat in Amsterdam)

BASE PROSPECTUS

IN ACCORDANCE WITH

SECTION 6 OF THE GERMAN SECURITIES PROSPECTUS ACT

RELATING TO

MINI FUTURE CERTIFICATES

ABN AMRO BANK N.V.

LAUNCHPAD PROGRAMME

This Base Prospectus relating to MINI Future Certificates (the “**Securities**”) issued by ABN AMRO Bank N.V. acting either through its principal office in The Netherlands or through its London branch or any other branch as specified in the Final Terms (as defined below) (the “**Issuer**”) under its LaunchPAD Programme was approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*; the “**BaFin**”) in accordance with Section 13(1) of the German Securities Prospectus Act (*Wertpapierprospektgesetz*; “**WpPG**”).

This Base Prospectus must be read in connection with the registration document of ABN AMRO Holding N.V. and ABN AMRO Bank N.V. dated 27 June 2008 as approved by the competent authority in the Netherlands (*Autoriteit Financiële Markten*) (the “**Registration Document**”) which is incorporated in this Base Prospectus by reference pursuant to Section 11(1) WpPG, and with any supplements to this Base Prospectus approved by the BaFin pursuant to Section 16(1) WpPG (the “**Supplements**”).

For each tranche of Securities to be issued on the basis of this Base Prospectus so-called final terms (the “**Final Terms**”) will be published in a separate document which, in addition to stating the terms and conditions applying to the Securities, may but do not need to restate some information already contained in this Base Prospectus. In the Final Terms, information not currently contained in this Base Prospectus may be added in the placeholders contained in this Base Prospectus, or information currently contained in this Base Prospectus may be deleted if contained in square brackets, or information currently contained in this Base Prospectus may be amended as set forth in this Base Prospectus.

For a detailed description of the risks associated with an investment in the Securities, see “*Risk Factors*”, which are included in this Base Prospectus as well as in the Registration Document or any Supplements and possibly in the Final Terms.

Complete information on the Issuer and a specific issue can only be derived from this Base Prospectus, the Registration Document, any Supplements as well as the respective Final Terms.

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Summary

This Summary should be read as an introduction to this Base Prospectus and any decision to invest in any Securities to be issued by ABN AMRO Bank N.V. should be based on consideration by the investor of this Base Prospectus as a whole, including the Registration Document of ABN AMRO Holding N.V. and ABN AMRO Bank N.V. dated 27 June 2008, which is incorporated in this Base Prospectus by reference, any Supplements hereto, and the Final Terms. Following the implementation of the relevant provisions of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (the “Prospectus Directive”) in each Member State of the European Economic Area (the “EEA”), no civil liability attaches to ABN AMRO Bank N.V. in any such Member State with respect to this Summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus. Where a claim relating to the information contained in this Base Prospectus is brought before a court in a Member State of the EEA (an “EEA State”), the plaintiff investor may, under the national legislation of the EEA States, have to bear the costs of translating this Base Prospectus before the legal proceedings are initiated.

Issuer: ABN AMRO Bank N.V. acting either through its principal office in The Netherlands or through its London branch or any other branch as specified in the Final Terms (as defined below) (the “**Issuer**”)

Guarantor: ABN AMRO Holding N.V. (the “**Guarantor**” or the “**Holding**”)

Description of the Guarantee: On 15 June 1998, the Guarantor declared pursuant to article 403 paragraph 1, subsection f of Book 2 of the Netherlands Civil Code to be jointly and severally liable for all debts resulting from legal acts performed by the Issuer after 15 June 1998 (the “**Guarantee**”).

History and Development of

- **the Issuer;**
- **the Guarantor; and**
- **the Group:**

The Issuer is a subsidiary of ABN AMRO Holding N.V. Both the Issuer and the Holding are public limited liability companies incorporated under Dutch law on 7 February 1825 and 30 May 1990 with their registered offices in Amsterdam, The Netherlands. Their office address is Gustav Mahlerlaan 10, 1082 PP Amsterdam, with a

mailing address in The Netherlands at Post Office Box 283, 1000 EA Amsterdam.

On 17 October 2007, RFS Holdings B.V., a company whose shares are held by The Royal Bank of Scotland Group plc (“**RBS**”), Banco Santander S.A. (“**Santander**”), Fortis N.V. and Fortis SA/N.V. (“**Fortis**”), acquired 85.6% of the Holding. Through subsequent purchases RFS Holdings B.V. increased its stake in the Holding and its consolidated subsidiaries (“**ABN AMRO**” or the “**Group**”) to 99.3% as at 31 December 2007. RFS Holdings B.V. is controlled by RBS, which is incorporated in the U.K. and registered at 36 St. Andrew Square, Edinburgh, Scotland. As from 17 October 2007, RBS is the ultimate parent company of the Holding.

The Holding had total assets of EUR 1,025 billion as of 31 December 2007. Its consolidated financial statements include condensed financial information with respect to the Issuer.

Plans and Proposals:

Following the completion of the acquisition, RBS, Fortis and Santander (the “**Consortium Banks**”) have worked closely with the management of ABN AMRO to verify and expand the information received from, and assumptions made on the basis of, the limited due diligence access granted to them before announcement of the offers.

In December 2007, the Consortium Banks agreed and validated a base-line plan for achieving synergies and for separating and transferring the ABN AMRO businesses to the respective banks. The businesses to be acquired by each of the Consortium Banks and in which each have an interest through their share holdings in RFS Holdings B.V. equal to their funding requirements, are:

RBS: Business Unit (“**BU**”) North America, Business Unit Global Clients (excluding Latin America) and Dutch wholesale clients and wholesale clients in Latin America (excluding Brazil), Business Unit Asia (excluding interest in Saudi Hollandi Bank) and Business Unit Europe (excluding Antonveneta).

Fortis: Business Unit Netherlands (excluding former Dutch wholesale clients), Business Unit Private Clients (excluding Latin America) and Business Unit Asset Management. The European Commission has cleared the acquisition of certain businesses of ABN AMRO by Fortis, on the condition that certain specified businesses were divested. The businesses identified for disposal are the Hollandsche Bank Unie N.V., 13 advisory branches and two Corporate Client Departments as well as the sale of the Dutch factoring company IFN Finance B.V. Fortis can only acquire control over ABN AMRO's Business Unit Netherlands and Business Unit Private Clients after divesting these assets to a suitable purchaser.

Santander: Business Unit Latin America (excluding wholesale clients outside Brazil), Antonveneta, Asset Management Antonveneta and Private Clients business in Latin America. On 8 November 2007, Santander announced it had reached an agreement with Banco Monte dei Paschi di Siena with respect to the sale of Antonveneta.

Furthermore, the Consortium Banks participate proportionally to their funding commitment in the shared assets which include: central functions including Head Office functions, the private equity portfolio, ABNAMRO Group's investment in Saudi Hollandi Bank, the central investment portfolio and debt issuances. During the reorganisation, the Consortium Banks will retain a shared economic interest in all central functions (including Head Office functions) that provide support to the ABN AMRO businesses. The non-core assets are expected to be disposed of over a period of time with a view to maximising their value.

This transition plan forms the basis for continued consultation with employee representative bodies and regulators. The plan for separating and transferring the ABN AMRO businesses to the Consortium Banks was submitted to the Dutch Central Bank and Central Works Council for review in mid December and was neutrally advised by the Central Works Council on 14 February

2008 and approved by the Dutch Central Bank on 10 March 2008. Now that the approvals have been received, the implementation of the plan can begin.

Different parts of ABN AMRO will separate and integrate at different times. The precise timing of the separation of the businesses will depend on a range of factors, including the complexity of the separation task. For more complex separation processes, where the businesses are closely interlinked with the ABN AMRO systems and platforms (such as within the BU Netherlands), separation and integration is expected to take some time; in contrast other less complicated separations will move relatively quickly. In each case the pace of the separation process will aim to accommodate the need for clarity among employees while also maintaining the appropriate level of service to ABN AMRO's clients.

The Consortium Banks are in the process of agreeing on the ownership of the debt issued and/or guaranteed by ABN AMRO. Upon the finalisation of this agreement, the impact, if any, on the debt issuances will be communicated.

Business:

The following organisational structure was adopted in January 2006. This structure was used by the Consortium Banks to divide the activities amongst each other.

ABN AMRO's structure comprises:

- seven client BUs
- three global product BUs
- two cross-BU segments
- Group Functions
- Services

The seven client BUs consist of five regional BUs (The Netherlands, Europe North America, Latin America and Asia) and two global client BUs, Private Clients and Global Clients. BU Global Clients overlaps the regional BUs in the segment reporting adopted in 2007.

The three global product BUs (Global Markets, Transaction Banking and Asset Management) support the client BUs by developing and delivering products for all of ABN AMRO's clients globally.

The client BUs are bound together through a cross-BU Consumer Client Segment and a cross-BU Commercial Client Segment.

The Commercial Client Segment encompasses all of ABN AMRO's commercial clients. The Commercial Client Segment coordinates activities across the Client and Product BUs, sharing best practice and the overall strategic framework supporting this essential component of the Bank's portfolio.

Group Functions delivers support across the Group in areas ranging from Risk to Finance and from Human Resources to Sustainability.

Services focuses on increasing its operational efficiency through Group-wide consolidation and standardisation.

As from 1 January 2008, ABN AMRO is organised into three units each containing the businesses that will ultimately be transferred to the respective Consortium Banks. A fourth unit will contain central functions including the Head Office functions and businesses which are regarded as non-strategic.

Risk Factors:

The purpose of the risk factors description is to protect potential purchasers of the Securities from making investments that are not suitable for their purposes as well as to set out economic and legal risks associated with an investment in the Securities. Potential purchasers of the Securities should be aware of the risks associated with an investment in the Securities before making an investment decision.

Risk Factors relating to the Issuer and the Guarantor:

In the context of its business activities, the Issuer is subject to various risks that are typical of the banking industry. Should certain risks materialise, this may adversely affect the business situation, financial condition and profits and losses of the Issuer and its subsidiaries and, consequently, the business situation, financial condition and profits and losses of the Guarantor and, hence, the capacity (i) of the Issuer to meet its liabilities under the Securities towards the Holders thereof (as defined below), and/or (ii) of the Guarantor to meet its obligations under the Guarantee. Factors which can adversely affect the business situation, financial condition and profits and losses of the Issuer are inter alia (i) general economic conditions and other business conditions, (ii) competition, (iii) regulatory change and (iv) standard banking risks including changes in interest and foreign exchange rates and operational, credit, market, liquidity and legal risks.

Risk Factors relating to the Securities:

Certain factors are material for the purpose of assessing the market risks associated with the Securities to be issued. These include, but are not limited to (i) the complex structure of the Securities to be issued, which may, for example, lead to automatic termination of the Securities and/or a total loss of the investment, (ii) the fact that the Securities may not be a suitable investment for all investors, (iii) the fact that the value of the Securities may fluctuate, (iv) the fact that the issue price of the Securities may include commissions and/or other fees, (v) the fact that there may not be a secondary market in the Securities, (vi) the fact that purchasing the Securities as a hedge may not be effective, (vii) the fact that actions taken by the Issuer may affect the value of the Securities, (viii) the fact that the Holders have no ownership interests in the Underlying (as defined below) of the Securities, (ix) the fact that actions taken by the Issuer and/or the Calculation Agent may affect the Underlying (as defined below), (x) the fact that there may be limitations on a Holder's right to exercise the Securities, (xi) the fact that there may

be delays in effecting settlement of the Securities, (xii) the fact that taxes may be payable by the Holders and (xiii) the fact that the Securities may be terminated by the Issuer. Other risks associated with the Securities to be issued may include (i) risks associated with Securities represented by a global security or issued in dematerialised form, (ii) risks associated with nominee arrangements concluded by the Holders with investment services providers, (iii) the risk that the return on an investment in the Securities will be affected by charges incurred by the Holders, (iv) the risk that changes of law may affect the value of the Securities, (v) the risk that ratings assigned to the Issuer or, if applicable, the Securities to be issued may not reflect all risks, (vi) the risk that legal issues may restrict certain investments, (vii) in case that the Holder uses a loan to finance the purchase of the Securities, the risk that he will not be able to repay the loan principal plus interest, (viii) special risks associated with certain Underlyings (as defined below) of the Securities to be issued (e.g. commodities and forward or futures contracts) and (viii) the risk that a Stop Loss Event occurs.

Final Terms:

So-called “Final Terms” will be prepared for each tranche of Securities to be issued under this Base Prospectus which, in addition to stating the terms and conditions applying to the Securities, may but do not need to restate some information already contained in this Base Prospectus. In the Final Terms, information not currently contained in the Base Prospectus may be added or information currently contained in the Base Prospectus may be deleted or information currently contained in the Base Prospectus may be amended, as set forth in this Base Prospectus.

Terms and Conditions of the Securities:

The applicable terms and conditions of the Securities will be as set out in the general conditions set forth in the “General Conditions” (the “**General Conditions**”) and in the securities-specific product conditions set forth in the “Product Conditions” (the “**Product Conditions**”) as completed, amended or replaced by the Final Terms. The General Conditions and the relevant securities-specific Product Conditions will be attached to any Global Security representing the relevant tranche of Securities. The General Conditions and the Product Conditions applying to a specific tranche of Securities are referred to as “**Conditions**”.

Description of the Securities:

MINI Future Certificates are investment instruments without a fixed maturity or expiration date, which can either be terminated by the Issuer or be exercised by the Holder, and may automatically terminate if the Underlying (as defined below) reaches a pre-determined level. Following any such event, the MINI Future Certificates pay an amount determined by reference to the value of the respective Underlying (as defined below), which may be a commodity, a commodity forward or future contract, a currency, a government bond future contract, an index (including its constituent elements) or a share (each an “**Underlying**”), on one or more days, subject to the certificate entitlement. The types of MINI Future Certificates that may be issued under this Base Prospectus are described below.

MINI Future Certificates track the Underlying in a linear manner. The amount needed to invest in a MINI Future Certificate to give the same participation rate in the Underlying as a direct investment in the Underlying is considerably less than with a direct investment in the Underlying. Therefore, the percentage gain if the Underlying rises (in the case of MINI Future Long Certificates) or falls (in the case of MINI Future Short Certificates) and the percentage loss if the Underlying falls (in the case of MINI Future Long Certificates) or rises (in the case of

MINI Future Short Certificates) is much higher with MINI Future Certificates than with a direct investment in the Underlying.

MINI Future Long Certificates:

MINI Future Long Certificates enable the investor to benefit from rising markets. MINI Future Long Certificates track the Underlying. If the value of the Underlying rises, the value of the MINI Future Long Certificate will rise by an equivalent amount, taking into account any applicable foreign exchange rates. The difference between a MINI Future Long Certificate and an ordinary certificate is that in the case of the MINI Future Long Certificate, the amount needed to invest to give the same participation rate in the Underlying is usually considerably less than the amount needed to invest in an ordinary certificate.

MINI Future Short Certificates:

MINI Future Short Certificates enable the investor to benefit from declining markets. MINI Future Short Certificates track the Underlying in an inverse manner. If the value of the Underlying drops, the value of the MINI Future Short Certificate will rise by an equivalent amount, taking into account any applicable foreign exchange rates. The difference between a MINI Future Short Certificate and an ordinary certificate is that in the case of the MINI Future Short Certificate, the amount needed to invest to give the same inverse participation rate in the Underlying is usually considerably less than the amount needed to invest in an ordinary certificate.

Stop Loss:

The maximum loss to an investor in MINI Future Certificates is the initial amount invested. A feature of MINI Future Certificates is the so-called “Stop Loss” which, if breached, will result in the early termination of the respective MINI Future Certificate.

Commodity Certificates:

Commodity Certificates are certificates where the Underlying is a commodity. A range of commodities may serve as Underlying in relation to a Commodity MINI Future Certificate.

Commodity Quanto Certificates:	Where the settlement currency is different to the financing level currency, a Commodity Certificate may have a quanto feature (effectively a fixed rate of exchange between the two currencies for the duration of the certificate) and the Issuer may charge the Holder for arranging and maintaining such quanto feature by way of reducing the amount received by the Holder on exercise or termination.
Currency Certificates:	Currency Certificates give their Holder the chance to profit from interest rate differences between two currencies. A range of currencies may serve as Underlying in relation to a Currency MINI Future Certificate.
Single Stock Certificates:	Single Stock Certificates are certificates where the Underlying is a share. A range of shares (except those of the Issuer or of any other company of the Group) may serve as Underlying in relation to a Single Stock MINI Future Certificate.
Index Certificates:	Index Certificates are certificates where the Underlying is an index. A range of indices may serve as Underlying in relation to an Index MINI Future Certificate.
Government Bond Future Contracts Certificates:	Government Bond Future Contracts Certificates are certificates where the Underlying is a futures contract related to a government bond future contract. A range of future contracts on government bonds of various countries may serve as Underlying in relation to a Government Bond Future Contracts MINI Future Certificate.
Commodity Forward Contracts and Commodity Future Contracts Certificates:	Commodity Forward Contracts and Commodity Future Contracts Certificates are certificates where the Underlying is a forward or futures contract related to a commodity. A range of commodity forward and futures contracts may serve as Underlying in relation to a Commodity Forward Contracts or Commodity Future Contracts MINI Future Certificate.
Commodity Forward Contracts and Commodity Future Contracts Quanto Certificates:	Where the settlement currency is different to the financing level currency, a Commodity Forward Contracts or Commodity Future Contract Certificate may have a quanto

feature (effectively a fixed rate of exchange between the two currencies for the duration of the certificate) and the Issuer may charge the Holder for arranging and maintaining such quanto feature by way of reducing the amount received by the Holder on exercise or termination.

Issue Price:

The Securities will be sold at a price determined by the Issuer who may, in making such determination, refer to, amongst other factors, the level of the Underlying, the relevant certificate entitlement and any applicable foreign exchange rate(s). The issue price of the Securities is based on internal pricing models of the Issuer and may be higher than their market value due to commissions and/or other fees relating to the issue and sale of the Securities (including a margin paid to distributors or third parties or retained by the Issuer) as well as amounts relating to the hedging of the Issuer's obligations under such Securities. Any distributor of the Securities receiving any commission or fee or non-monetary benefit may be obligated under applicable law to disclose the existence, nature and amount of such commission, fee or benefit to the investor. Investors should ensure that they have received such information prior to purchasing the Securities from such distributor.

Listing, Notification:

Whether or not a tranche of Securities will be listed on one or more stock exchange(s) or unofficial market(s), e.g. the *Freiverkehr* of a German stock exchange, or not at all, will be set forth in the relevant Final Terms.

Following notification of the approval of this Base Prospectus in accordance with Section 18(1) WpPG, the Securities may be admitted to trading in the regulated markets or included in the unofficial market segments of, and/or listed on, the stock exchanges of several EEA States and/or offered to the public within the EEA States which have been notified.

General Conditions:

Set out below is a summary of certain significant provisions of the General Conditions applicable to all Securities to be issued under this Base Prospectus.

Form of Securities:

The Securities, except in the case of Securities issued in dematerialised form, are represented by a global bearer security (the “**Global Security**”) deposited with the Clearing Agent, and will be transferable only in accordance with the laws, rules and procedures applicable to the Clearing Agent through whose systems the Securities are transferred. Certain Securities will, where required by the applicable laws and the rules and procedures applicable to and/or issued by the Clearing Agent that are in force and effect from time to time (the “**Applicable Rules**”), be issued in dematerialised form and will be registered in the book-entry system of the Clearing Agent. In case of Securities issued in dematerialised form, title to the Securities will pass by transfer between account-holders at the Clearing Agent perfected in accordance with the Applicable Rules. The relevant Final Terms will specify whether the Securities will be represented by a Global Security or issued in dematerialised form and may contain further details with respect to the applicable form. No definitive securities will be issued.

Holder, Transfer of Ownership:

In case of Securities represented by a Global Security, “**Holder**” means each holder of co-ownership interests in the Global Security which will be transferable to a new Holder in accordance with the laws, rules and procedures applicable to the Clearing Agent through whose systems the Securities are transferred. Each person (other than another Clearing Agent) who is for the time being shown in the records of the Clearing Agent as the owner of a particular unit quantity of the Securities (in which regard any certificate or other document issued by the Clearing Agent as to the unit quantity of the Securities standing to the credit of the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by the Issuer and each Paying

Agent as the holder of such unit quantity of the Securities for all purposes, other than with respect to any payment and/or delivery obligations, the right to which shall be vested as regards the Issuer and the Paying Agents, solely in the person directly holding the Global Security in safe custody. In case of Securities issued in dematerialised form, “**Holder**” means a person in whose name a Security is registered in the book-entry system of the Clearing Agent, or any other person recognised as a holder of Securities pursuant to the Applicable Rules.

Status of the Securities:

The Securities constitute unsecured and unsubordinated obligations of the Issuer and rank pari passu among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

Notices:

All notices under the General Conditions and/or the Product Conditions shall either (i) be published on the Issuer’s website (or any successor website) and shall become effective upon such publication, or (ii) be delivered to the Clearing Agent and shall become effective upon such delivery, unless the relevant notice provides a different date for the effectiveness. The relevant Final Terms will specify which manner of giving notice shall apply. Additional publication requirements under mandatory provisions of law or under the rules or regulations of any relevant stock exchange shall remain unaffected.

Principal Paying Agent, Paying Agent and Calculation Agent:

ABN AMRO Bank N.V. or such other entity as specified in the relevant Final Terms.

Interest:

The MINI Future Certificates do not bear interest.

Maturity:

The MINI Future Certificates do not have any fixed maturity date.

Termination by the Issuer:

The Issuer may terminate the Securities (i) if it shall have determined in its reasonable discretion that its performance thereunder is or will become unlawful in whole or in part as a result of compliance in good faith by the

Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the “**Applicable Law**”) and (ii) upon the occurrence of certain hedging disruption events. If the Issuer terminates in such circumstances, it will, to the extent permitted by the Applicable Law, pay to each Holder with respect to each Security held by such Holder an amount calculated by the Issuer as the fair market value of the Security immediately prior to such termination (ignoring the illegality, if any) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities.

Hedging Disruption Event:

A Hedging Disruption Event shall occur if the Issuer determines that it is or has become not reasonably practicable or it has otherwise become undesirable, for any reason, for the Issuer to wholly or partially establish, re-establish, substitute or maintain a relevant hedging transaction it deems necessary or desirable to hedge the Issuer’s obligations in respect of the Securities. If a Hedging Disruption Event occurs, the Issuer will at its discretion (i) terminate the Securities and, if and to the extent permitted by the Applicable Law, pay to each Holder in respect of each Security held by such Holder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any related hedging transactions or (ii) make an adjustment in good faith to the relevant reference asset to which the Securities relate by removing from it any disrupted instrument at its fair market value (which may be zero) or (iii) make any other adjustments to the Conditions as it considers appropriate in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.

Substitution of the Issuer:

The Issuer may at any time, without the consent of the Holders, substitute for itself as principal obligor under the Securities any company (the “**Substitute**”), being any

subsidiary or affiliate of the Issuer, subject to certain conditions including the obligations of the Substitute under the Securities being guaranteed by the Holding (unless the Holding is the Substitute).

Taxation:

The Holders (and not the Issuer) shall be liable for and/or pay any tax, duty or charge in connection with, the ownership of and/or any transfer, payment or delivery in respect of the Securities held by such Holders. The Issuer shall have the right, but shall not be obliged, to withhold or deduct from any amount payable to any Holder such amount as shall be necessary to account for or to pay any such tax, duty, charge, withholding or other payment.

Adjustments for European Monetary Union:

The Issuer may, without the consent of any Holder of the Securities, on giving notice to the Holders elect that, with effect from the scheduled adjustment date specified in such notice, the currency stated in the relevant Final Terms shall be converted to euro.

Clearing Agents:

Clearstream Banking AG, Frankfurt (“**CBF**”), Clearstream Banking, société anonyme, Luxembourg (“**CBL**”) and/or Euroclear Bank S.A./N.V. as operator of the Euroclear system (“**Euroclear**”) and such further or alternative clearing agent(s) or clearing system(s) as may be approved by the Issuer from time to time and notified to the Holders (each a “**Clearing Agent**” and together with CBF, CBL and Euroclear the “**Clearing Agents**”).

Payments:

Payments will be effected by the Issuer to, or for the order of, the Clearing Agent for crediting to the accounts of the respective holders of accounts with the Clearing Agent. By making payments to, or for the order of, the Clearing Agent, the Issuer will be discharged from its payment obligation for each amount so paid. The Issuer may deviate from the above payment method having given prior notice to the Holders. In this case, payment will be made to the Holders in such manner as shall be specified in the notice.

Presentation and prescription periods: The presentation period provided for in Section 801(1) sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall be reduced to ten years. Otherwise, the statutory prescription periods shall apply to payments made in connection with the Securities.

Governing Law: The Securities shall be governed by, and construed in accordance with, German law.

Place of performance and jurisdiction: The place of performance and jurisdiction for the Securities shall be Frankfurt am Main, Germany.

Representation of the Holders of the Securities: The Conditions will not provide for any representation of the Holders of the Securities.

Product Conditions:

Different Product Conditions apply to the different types of MINI Future Certificates detailed in this Base Prospectus. Set out below, however, is a summary of certain significant provisions of the Product Conditions applicable to all types of MINI Future Certificates.

Exercise or termination of the Securities:

The Securities may be exercised by the Holder on any Exercise Date specified in the relevant Final Terms. Exercise of the Securities must be notified to the Issuer by the Holder of the relevant Security. The Securities may also be terminated in whole (but not in part) by the Issuer subject to the exercise of the Securities by the Holder or the occurrence of a Stop Loss Event. Termination of the Securities must be notified to the Holders of the Securities by the Issuer. The Securities will be terminated automatically upon a Stop Loss Event occurring. Notification of the occurrence of a Stop Loss Event will be made by the Issuer or the Calculation Agent to the relevant stock exchange on which the respective Securities are admitted to trading and listed or included in trading, as the case may be, and the Stop Loss Cash Amount of the relevant Securities will be notified to the Holders of the Securities by the Issuer. The Holders are not entitled to terminate the Securities.

Maximum Exercise Amount: If so indicated in the relevant Final Terms, the Issuer will have the option to limit the number of Securities exercisable on any date to the maximum number so specified and, in conjunction with such limitation, to limit the number of Securities exercisable by any person or group of persons (whether or not acting in concert) on such date. The number of Securities to be exercised on such date may be reduced until the total number of Securities exercised on such date no longer exceeds such maximum number (unless the Issuer otherwise elects), with such Securities being selected as specified in the relevant Final Terms. Securities tendered for exercise but not exercised on such date will be automatically exercised on the next date on which Securities may be exercised, subject to the same daily maximum limitation and delayed exercise provisions.

Minimum Exercise Amount: If so indicated in the relevant Final Terms, a Holder may have to tender a specified minimum number of the Securities in order to exercise the Securities.

Settlement of the Securities: The Securities will be cash settled only.

Market Disruption Events: The Product Conditions list several Market Disruption Events that vary depending on the type of MINI Future Certificate. If a Market Disruption Event occurs, the Issuer may make adjustments to the Conditions relating to the Securities affected by the Market Disruption Event to adjust for the relevant Market Disruption Event. The determination of a Market Disruption Event may affect the value of the Securities, and their Holders may experience a delay in settlement and the cash price paid on settlement may be adversely affected.

Information about the public offer: If, in the context of its issue, a tranche of Securities is to be sold by way of a public offer, information will be furnished in the Final Terms applicable to such tranche regarding (i) the conditions, offer statistics, expected timetable and action required to apply for the offer, (ii) the planned distribution and allocation of the Securities and (iii) the price determination.

ZUSAMMENFASSUNG
(GERMAN LANGUAGE VERSION OF THE SUMMARY)

Diese Zusammenfassung sollte als Einführung zum vorliegenden Basisprospekt verstanden werden. Eine Entscheidung zur Anlage in von der ABN AMRO Bank N.V. zu begebende Wertpapiere durch den Anleger sollte auf die Prüfung des gesamten Basisprospekts, einschließlich des Registrierungsformulars der ABN AMRO Holding N.V. und der ABN AMRO Bank N.V. vom 27. Juni 2008, das durch Verweis in diesen Basisprospekt einbezogen wird, etwaiger Nachträge zu diesem Basisprospekt und der Endgültigen Bedingungen gestützt werden. Nach der Umsetzung der maßgeblichen Vorschriften der Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (die „Prospektrichtlinie“) in den einzelnen Mitgliedstaaten des Europäischen Wirtschaftsraums (der „EWR“) ist die ABN AMRO Bank N.V. in diesen Mitgliedstaaten in Bezug auf diese Zusammenfassung einschließlich Übersetzungen davon nicht zivilrechtlich haftbar, sofern sie nicht irreführend, unrichtig oder widersprüchlich ist, wenn sie zusammen mit den anderen Teilen dieses Basisprospekts gelesen wird. Für den Fall, dass vor einem Gericht in einem Mitgliedstaat des EWR (ein „EWR-Staat“) Ansprüche aufgrund der in diesem Basisprospekt enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger in Anwendung der einzelstaatlichen Rechtsvorschriften der EWR-Staaten die Kosten für die Übersetzung des Basisprospekts vor Prozessbeginn zu tragen haben.

- Emittentin:** ABN AMRO Bank N.V., handelnd entweder über ihre Hauptniederlassung in den Niederlanden, ihre Niederlassung in London oder eine andere Niederlassung, wie jeweils in den Endgültigen Bedingungen (wie nachstehend definiert) spezifiziert (die „**Emittentin**“)
- Garantin:** ABN AMRO Holding N.V. (die „**Garantin**“ oder die „ **Holding**“)
- Beschreibung der Garantie:** Die Garantin hat am 15. Juni 1998 gemäß Artikel 403 Abs. 1 lit. f Buch 2 des niederländischen Bürgerlichen Gesetzbuchs erklärt, dass sie gesamtschuldnerisch für sämtliche Verbindlichkeiten haftet, die aus nach dem 15. Juni 1998 von der Emittentin vorgenommenen Rechtshandlungen entstehen (die „**Garantie**“).

Geschichte und Entwicklung

- **der Emittentin,**
- **der Garantin und**
- **der Gruppe:**

Die Emittentin ist eine Tochtergesellschaft der ABN AMRO Holding N.V. Die Emittentin und die Holding sind am 7. Februar 1825 bzw. am 30. Mai 1990 nach niederländischem Recht gegründete Aktiengesellschaften mit Geschäftssitz in Amsterdam, Niederlande. Ihre Geschäftsadresse ist Gustav Mahlerlaan 10, 1082 PP Amsterdam. Die Postanschrift in den Niederlanden lautet: Postfach 283, 1000 EA Amsterdam.

Am 17. Oktober 2007 erwarb RFS Holdings B.V., eine von der Royal Bank of Scotland Group plc („**RBS**“), der Banco Santander S.A. („**Santander**“) sowie Fortis N.V. und Fortis SA/NV („**Fortis**“) gehaltene Gesellschaft, 85,6 % der Anteile an der Holding. Durch nachfolgende Aufkäufe vergrößerte RFS Holdings B.V. ihre Anteile an der Holding und ihren konsolidierten Tochterunternehmen („**ABN AMRO**“ oder die „**Gruppe**“) zum 31. Dezember 2007 auf 99,3 %. RFS Holdings B.V. wird von RBS kontrolliert, die im Vereinigten Königreich errichtet und mit Geschäftssitz in 36 St. Andrew Square, Edinburgh, Schottland, eingetragen ist. Vom 17. Oktober 2007 an ist RBS die oberste Muttergesellschaft der Holding.

Die Holding verfügte zum 31. Dezember 2007 über eine Bilanzsumme in Höhe von 1.025 Milliarden Euro. Ihr konsolidierter Jahresabschluss enthält zusammengefasste Finanzinformationen in Bezug auf die Emittentin.

Vorhaben und Pläne:

Seit Abschluss der Akquisition arbeiten RBS, Fortis und Santander (die „**Konsortialbanken**“) eng mit dem Management der ABN AMRO zusammen, um die aus der vor der Bekanntgabe des Kaufangebots gewährten beschränkten Due-Diligence-Prüfung erhaltenen Informationen sowie die auf dieser Grundlage gemachten Annahmen zu überprüfen und zu erweitern.

Im Dezember 2007 vereinbarten die Konsortialbanken einen Grundsatzplan zur Erzielung bestimmter Synergien und zur Ausgliederung und Übertragung der Geschäftsbereiche der ABN AMRO an die jeweiligen Banken. Die

von den Konsortialbanken zu übernehmenden Geschäftsbereiche, an denen sie durch ihre Anteile an RFS Holdings B.V. eine Beteiligung in Höhe ihrer Finanzierungsanteile haben, sind wie folgt:

RBS: Geschäftsbereich Nordamerika (Business Unit North America), Geschäftsbereich globale Kunden (Business Unit Global Clients) (ausgenommen Lateinamerika) und niederländische Geschäftskunden sowie Geschäftskunden in Lateinamerika (ausgenommen Brasilien), Geschäftsbereich Asien (Business Unit Asia) (ausgenommen die Beteiligung an der Saudi Hollandi Bank) und Geschäftsbereich Europa (Business Unit Europe) (ausgenommen Antonveneta).

Fortis: Geschäftsbereich Niederlande (Business Unit Netherlands) (ausgenommen ehemalige niederländische Geschäftskunden), Geschäftsbereich Privatkunden (Business Unit Private Clients) (ausgenommen Lateinamerika) und der Geschäftsbereich Anlagenbetreuung (Business Unit Asset Management). Die europäische Kommission hat den Erwerb bestimmter Geschäftsbereiche der ABN AMRO durch Fortis unter der Voraussetzung genehmigt, dass bestimmte Geschäftsbereiche veräußert werden. Bei den zur Veräußerung festgestellten Bereichen handelt es sich um die Hollandsche Bank Unie N.V., 13 Kundenberatungsfilialen und zwei Abteilungen für Unternehmenskunden, sowie den Verkauf der niederländischen Factoringgesellschaft IFN Finance B.V. Fortis kann erst dann die Kontrolle über ABN AMRO's niederländische Geschäftsbereiche (Business Unit Netherlands) und den Geschäftsbereich Privatkunden (Business Unit Private Clients) übernehmen, nachdem die bestimmten Bereiche an einen geeigneten Käufer veräußert worden sind.

Santander: Geschäftsbereich Lateinamerika (Business Unit Latin America) (mit Ausnahme von Geschäftskunden außerhalb von Brasilien), Antonveneta, Anlagenbetreuung Antonveneta (Asset Management Antonveneta) und Privatkundengeschäfte in Lateinamerika. Am 8. November 2007 gab Santander bekannt, dass sie eine Ver-

einbarung mit der Banco Monte dei Paschi di Siena bezüglich des Verkaufs von Antonveneta getroffen habe.

Darüber hinaus sind die Konsortialbanken proportional zu ihren Finanzierungsverpflichtungen an gemeinsam genutzten Vermögenswerten beteiligt. Zu diesen gehören: zentrale Funktionen, einschließlich Hauptniederlassungsfunktionen, das Private-Equity-Portfolio, die Beteiligung der ABN AMRO Gruppe an der Saudi Hollandi Bank, das Haupt-Investmentportfolio, und begebene Schuldtitel. Während der Reorganisation werden die Konsortialbanken eine in wirtschaftlicher Hinsicht gemeinsame Beteiligung an alle zentralen Funktionen (einschließlich Hauptniederlassungsfunktionen), die die Geschäftsbereiche der ABN AMRO unterstützen, beibehalten. Es wird erwartet, dass die nicht zum Kerngeschäft gehörenden Vermögenswerte über einen bestimmten Zeitraum hinweg mit Gewinnabsicht verwertet werden.

Dieser Übergangsplan bildet die Grundlage für fortlaufende Gespräche zwischen Arbeitnehmervertretern und aufsichtsrechtlichen Körperschaften. Die Pläne zur Ausgliederung und Übertragung der Geschäftsbereiche der ABN AMRO an die Konsortialbanken wurden der niederländischen Zentralbank und dem Betriebsrat der Gruppe Mitte Dezember 2007 zur Prüfung vorgelegt. Sie wurden vom Betriebsrat am 14. Februar 2008 empfohlen und von der niederländischen Zentralbank am 10. März 2008 genehmigt. Aufgrund der erteilten Genehmigungen kann nunmehr damit begonnen werden, den Übergangsplan zu implementieren.

Die verschiedenen Bereiche der ABN AMRO werden zu unterschiedlichen Zeiten ausgegliedert und integriert werden. Der genaue Zeitplan für die Ausgliederung der Geschäftsbereiche hängt von einer ganzen Reihe von Faktoren ab, unter anderem auch von der Komplexität der Ausgliederungsvorgänge. Bei den komplexeren Ausgliederungsvorgängen, bei denen die Geschäftsbereiche sehr eng mit den Systemen und Plattformen der ABN AMRO verknüpft sind (wie beispielsweise im Geschäftsbereich

Niederlande (BU Netherlands)), wird damit gerechnet, dass die Trennung und Integration einige Zeit in Anspruch nehmen wird. Demgegenüber werden andere, einfachere Ausgliederungsvorgänge schneller erfolgen. In jedem Fall wird der zeitliche Ablauf der Ausgliederungsvorgänge dahingehend gerichtet sein, dass den Bedürfnissen der Belegschaft nach Klarheit und Übersichtlichkeit entgegengekommen werden wird unter gleichzeitiger Beibehaltung eines vollwertigen Service gegenüber den Kunden der ABN AMRO.

Die Konsortialbanken sind dabei, sich über die Zuständigkeit für emittierte und/oder von der Holding oder einer ihrer Tochtergesellschaften garantierte Schuldtitel zu einigen. Nach Fertigstellung dieser Vereinbarung werden gegebenenfalls entstehende Auswirkungen auf begebene Schuldtitel bekannt gegeben werden.

Geschäft:

Im Januar 2006 wurde die nachfolgend beschriebene Organisationsstruktur eingeführt. Diese Struktur wurde von den Konsortialbanken verwendet, um die Bereiche unter sich aufzuteilen.

Die Struktur der ABN AMRO setzt sich zusammen aus:

- sieben Kundengeschäftsbereichen
- drei globalen Produktgeschäftsbereichen
- zwei geschäftsbereichsübergreifenden Segmenten
- dem Unternehmensbereich Group Functions
- dem Unternehmensbereich Services

Die sieben Kundengeschäftsbereiche bestehen aus fünf regionalen Geschäftsbereichen (Niederlande, Europa, Nordamerika, Lateinamerika und Asien) sowie zwei globalen Kundengeschäftsbereichen, Privatkunden (Private Clients) und globalen Kunden (Global Clients). In der im Jahre 2007 eingeführten Segmentberichterstattung überschneidet sich der Geschäftsbereich Global Clients mit den regionalen Geschäftsbereichen.

Die drei globalen Produktgeschäftsbereiche (Global Markets, Transaction Banking und Asset Management) unter-

stützen die Kundengeschäftsbereiche, indem sie weltweit für alle Kunden der ABN AMRO Produkte entwickeln und zur Verfügung stellen.

Die Kundengeschäftsbereiche sind durch ein geschäftsbereichsübergreifendes Segment Privatkunden (Consumer Client Segment) und ein geschäftsbereichsübergreifendes Segment Unternehmenskunden (Commercial Client Segment) verbunden.

Zum Segment Unternehmenskunden gehören alle Geschäftskunden der ABN AMRO. Im Segment Unternehmenskunden werden Tätigkeiten für die Kunden- oder Produktgeschäftsbereiche übergreifend koordiniert, wobei sowohl bestmögliche Vorgehensweisen (best practice) als auch ein strategisches Rahmenprogramm insgesamt ausgetauscht und zur Unterstützung dieses ganz wesentlichen Portfolios der Bank verwendet werden.

Der Unternehmensbereich Group Functions unterstützt die gesamte Gruppe in zahlreichen Bereichen, von der Risikosteuerung bis hin zum Rechnungswesen, von der Personalverwaltung bis hin zu Fragen der Nachhaltigkeit.

Der Unternehmensbereich Services konzentriert sich weiterhin mittels konzernweiter Konsolidierung und Standardisierung auf die Verbesserung der betrieblichen Effizienz.

Zum 1. Januar 2008 ist ABN AMRO in drei Bereiche unterteilt worden, in denen jeweils die Geschäftsbereiche enthalten sind, die letztendlich an die entsprechenden Konsortialbanken übertragen werden. In einem vierten Bereich werden zentrale Funktionen zusammengefasst, dazu gehören auch Hauptniederlassungsfunktionen, sowie Geschäftsbereiche, die als nicht strategisch angesehen werden.

Risikofaktoren:

Die Darstellung von Risikofaktoren soll dazu dienen, potenzielle Erwerber der Wertpapiere vor Anlagen zu schützen, die für sie nicht geeignet sind, und wirtschaftliche und rechtliche Risiken darzulegen, die mit einer Anlage in die Wertpapiere verbunden sind. Potenzielle Erwerber der Wertpapiere sollten sich der mit einer Anlage in die Wertpapiere verbundenen Risiken bewusst sein, bevor sie eine Anlageentscheidung treffen.

Risikofaktoren in Bezug auf die Emittentin und die Garantin:

Die Emittentin ist im Zusammenhang mit ihrer Geschäftstätigkeit einer Reihe von Risiken ausgesetzt, die für den Bankensektor typisch sind. Die Verwirklichung bestimmter Risiken kann sich nachteilig auf die Geschäfts-, Finanz- und Ertragslage der Emittentin und ihrer Tochtergesellschaften und damit auch auf die Geschäfts-, Finanz- und Ertragslage der Garantin auswirken, was wiederum die Fähigkeit (i) der Emittentin zur Erfüllung ihrer Verbindlichkeiten aus den Wertpapieren gegenüber den Inhabern (wie nachstehend definiert) und/oder (ii) der Garantin zur Erfüllung ihrer Verpflichtungen aus der Garantie beeinträchtigen kann. Zu den Faktoren, die die Geschäfts-, Finanz- und Ertragslage der Emittentin negativ beeinflussen können, gehören unter anderen (i) die allgemeine wirtschaftliche Lage und sonstige Geschäftsbedingungen, (ii) das Wettbewerbsumfeld, (iii) aufsichtsrechtliche Veränderungen und (iv) normale Bankrisiken, etwa veränderte Zinsen und Devisenkurse sowie operative, rechtliche, Kredit-, Markt- und Liquiditätsrisiken.

Risikofaktoren in Bezug auf die Wertpapiere:

Bestimmte Faktoren sind für die Einschätzung der Marktrisiken, die mit den zu begebenden Wertpapieren verbunden sind, von wesentlicher Bedeutung. Zu diesen Risiken zählen unter anderen: (i) die komplexe Struktur der zu begebenden Wertpapiere, die beispielsweise zu einem automatischen Verfall der Wertpapiere und/oder einem vollständigen Verlust der Anlage führen kann, (ii) die Tatsache, dass die Wertpapiere möglicherweise nicht für alle Anleger eine geeignete Anlage sind, (iii) die Tatsache, dass der Wert der Wertpapiere schwanken kann,

(iv) die Tatsache, dass der Emissionspreis der Wertpapiere Provisionen und/oder sonstige Gebühren enthalten kann, (v) die Tatsache, dass sich möglicherweise kein Sekundärmarkt für die Wertpapiere entwickelt, (vi) die Tatsache, dass der Erwerb von Wertpapieren als Absicherung möglicherweise nicht effizient ist, (vii) die Tatsache, dass Handlungen der Emittentin den Wert der Wertpapiere beeinflussen können, (viii) die Tatsache, dass Inhaber der Wertpapiere an dem zugrunde liegenden Basiswert (wie nachstehend definiert) keine Eigentumsrechte erwerben, (ix) die Tatsache, dass Handlungen der Emittentin und/oder der Berechnungsstelle den Basiswert (wie nachstehend definiert) beeinflussen können, (x) die Tatsache, dass das Recht der Inhaber auf Ausübung der Wertpapiere beschränkt sein kann, (xi) die Tatsache, dass es zu Verzögerungen bei der Abrechnung der Wertpapiere kommen könnte, (xii) die Tatsache, dass die Inhaber einer Steuerverpflicht unterliegen können, und (xiii) die Tatsache, dass Wertpapiere von der Emittentin gekündigt werden können. Sonstige Risiken, die mit den zu begebenden Wertpapieren verbunden sind, können sich daraus ergeben, dass (i) die Wertpapiere in einer Globalurkunde verbrieft oder in dematerialisierter Form begeben werden, (ii) die Inhaber möglicherweise Nominee-Vereinbarungen mit Wertpapierdienstleistern eingehen, (iii) die den Inhabern entstehenden Kosten sich auf die Rendite einer Anlage in die Wertpapiere auswirken, (iv) sich Änderungen der Rechtslage auf den Wert der Wertpapiere auswirken können, (v) der Emittentin oder den Wertpapieren zugewiesene Ratings unter Umständen nicht alle Risiken widerspiegeln, (vi) rechtliche Rahmenbedingungen bestimmte Anlagen beschränken können, (vii) im Falle einer Finanzierung des Kaufs der Wertpapiere mittels eines Darlehens durch den Wertpapierinhaber, dieser möglicherweise nicht in der Lage ist, den Darlehensbetrag zuzüglich Zinsen zurückzuzahlen, (viii) bestimmte den Wertpapieren zugrunde liegende Basiswerte (wie nachstehend definiert), wie z.B. Rohstoffe und

Terminkontrakte, besonderen Risiken ausgesetzt sind und (ix) ein Stop-Loss Ereignis eintritt.

Endgültige Bedingungen:

Für jede gemäß diesem Basisprospekt zu begebende Tranche von Wertpapieren werden so genannte „Endgültige Bedingungen“ veröffentlicht, in denen neben einer Angabe der für die Wertpapiere geltenden Bedingungen einige der bereits im Basisprospekt enthaltenen Informationen wiederholt sein können (aber nicht müssen). In den Endgültigen Bedingungen werden möglicherweise derzeit nicht in diesem Basisprospekt enthaltene Informationen ergänzt oder derzeit in diesem Basisprospekt enthaltene Informationen gestrichen oder derzeit in diesem Basisprospekt enthaltene Informationen ergänzt, wie jeweils in diesem Basisprospekt angegeben.

Wertpapierbedingungen:

Die für die Wertpapiere geltenden Wertpapierbedingungen sind die unter „Allgemeine Bedingungen“ aufgeführten allgemeinen Bedingungen (die „**Allgemeinen Bedingungen**“) und die unter „Produktbedingungen“ aufgeführten wertpapierspezifischen Produktbedingungen (die „**Produktbedingungen**“); diese werden jeweils durch die Endgültigen Bedingungen vervollständigt, ergänzt oder ersetzt. Die Allgemeinen Bedingungen und die maßgeblichen wertpapierspezifischen Produktbedingungen werden einer die betreffende Tranche von Wertpapieren gegebenenfalls verbriefenden Globalurkunde beigefügt. Die Allgemeinen Bedingungen und die für eine bestimmte Tranche von Wertpapieren geltenden Produktbedingungen werden als „**Bedingungen**“ bezeichnet.

Beschreibung der Wertpapiere:

MINI Future Zertifikate sind Anlageinstrumente ohne feste Laufzeit oder Verfallstermin, die entweder von der Emittentin gekündigt oder von dem Inhaber ausgeübt werden können; sie können auch automatisch verfallen, wenn der Basiswert (wie nachstehend definiert) einen zuvor festgelegten Wert erreicht hat. Nach Eintritt eines solchen Ereignisses wird auf die MINI Future Zertifikate ein Betrag gezahlt, der unter Zugrundelegung des Wertes des jeweiligen Basiswerts (bei dem es sich um einen

Rohstoff, einen Terminkontrakt auf Rohstoffe, eine Währung, einen Terminkontrakt auf Staatsanleihen, einen Index (einschließlich seiner Komponenten) oder um eine Aktie (jeweils ein „**Basiswert**“) handeln kann) an einem oder mehreren Tagen unter Berücksichtigung des Bezugsverhältnisses bestimmt wird. Die verschiedenen MINI Future Zertifikatstypen, die im Rahmen dieses Basisprospekts begeben werden können, sind nachstehend beschrieben.

MINI Future Zertifikate bilden den Basiswert linear ab. Der Betrag, der für eine Anlage in ein MINI Future Zertifikat benötigt wird, um die gleiche Beteiligungsquote im Basiswert wie durch eine Direktanlage in den Basiswert zu erzielen, ist erheblich geringer als bei einer Direktanlage in den Basiswert. Daher ist der prozentuale Gewinn bei positiver (im Fall von MINI Future Long Zertifikaten) bzw. negativer (im Fall von MINI Future Short Zertifikaten) Entwicklung des Basiswerts sowie der prozentuale Verlust bei negativer (im Fall von MINI Future Long Zertifikaten) bzw. positiver (im Fall von MINI Future Short Zertifikaten) Entwicklung des Basiswerts bei MINI Future Zertifikaten deutlich höher als bei einer Direktanlage in den Basiswert.

MINI Future Long Zertifikate:

MINI Future Long Zertifikate ermöglichen es einem Anleger, von steigenden Märkten zu profitieren. MINI Future Long Zertifikate bilden die wertmäßigen Veränderungen im Basiswert ab. Wenn der Wert des Basiswerts steigt, steigt der Wert des MINI Future Long Zertifikats um einen entsprechenden Betrag, wobei etwa geltende Wechselkurse zu berücksichtigen sind. MINI Future Long Zertifikate unterscheiden sich von normalen Zertifikaten dadurch, dass der in ein MINI Future Long Zertifikat zur Erzielung der gleichen Beteiligungsquote im Basiswert zu investierende Betrag in der Regel deutlich geringer ist als der in ein normales Zertifikat zu investierende Betrag.

MINI Future Short Zertifikate:

MINI Future Short Zertifikate ermöglichen es dem Anleger, von fallenden Märkten zu profitieren. MINI Future Short Zertifikate bilden die wertmäßigen Veränderungen im Basiswert umgekehrt ab. Wenn der Wert des Basiswerts sinkt, steigt der Wert des MINI Future Short Zertifikats um einen entsprechenden Betrag, wobei etwa geltende Wechselkurse zu berücksichtigen sind. MINI Future Short Zertifikate unterscheiden sich von normalen Zertifikaten dadurch, dass der in ein MINI Future Short Zertifikat zur Erzielung der gleichen umgekehrten Beteiligungsquote im Basiswert zu investierende Betrag in der Regel deutlich geringer ist als der in ein normales Zertifikat zu investierende Betrag.

Stop-Loss:

Der Maximalverlust für einen Anleger in MINI Future Zertifikaten ist der anfänglich investierte Betrag. Ein Merkmal der MINI Future Zertifikate ist der so genannte „Stop-Loss“, der im Fall seines Eintritts zum vorzeitigen Verfall des MINI Future Zertifikats führt.

Zertifikate auf Rohstoffe:

Bei Zertifikaten auf Rohstoffe handelt es sich um Zertifikate, deren Basiswert ein Rohstoff ist. MINI Future Zertifikate auf Rohstoffe können sich auf eine große Bandbreite von Rohstoffen als Basiswert beziehen.

Quanto Zertifikate auf Rohstoffe:

Falls die Währung des Finanzierungslevel und die Abrechnungswährung nicht identisch sind, können Zertifikate auf Rohstoffe mit einem Quanto-Merkmal (ein fester Wechselkurs zwischen den beiden Währungen während der Laufzeit des Zertifikats) ausgestattet werden; in diesem Fall kann die Emittentin dem Inhaber die Einrichtung und die Absicherung dieses Quanto-Merkmals in Rechnung stellen, indem der Betrag, den der Inhaber bei einer Ausübung oder Kündigung erhält, entsprechend verringert wird.

Währungszertifikate:

Währungszertifikate ermöglichen es ihrem Inhaber, von Zinsunterschieden zwischen zwei Währungen zu profitieren. MINI Future Zertifikate auf Währungen können

sich auf eine große Bandbreite von Währungen als Basiswert beziehen.

Zertifikate auf Einzelaktien:

Bei Zertifikaten auf Einzelaktien handelt es sich um Zertifikate, deren Basiswert eine Aktie (mit Ausnahme von Aktien der Emittentin oder jeder anderen Gesellschaft der Gruppe) ist. MINI Future Zertifikate auf Einzelaktien können sich auf eine große Bandbreite von Aktien als Basiswert beziehen.

Indexzertifikate:

Bei Indexzertifikaten handelt es sich um Zertifikate, deren Basiswert ein Index ist. MINI Future Zertifikate auf Indizes können sich auf eine große Bandbreite von Indizes als Basiswert beziehen.

Zertifikate auf Terminkontrakte auf Staatsanleihen:

Bei Zertifikaten auf Terminkontrakte auf Staatsanleihen handelt es sich um Zertifikate, deren Basiswert ein Terminkontrakt auf eine Staatsanleihe ist. MINI Future Zertifikate auf Terminkontrakte auf Staatsanleihen können sich auf eine große Bandbreite von Terminkontrakten auf Staatsanleihen verschiedener Staaten als Basiswert beziehen.

Zertifikate auf Terminkontrakte auf Rohstoffe:

Bei Zertifikaten auf so genannte „Forwards“ oder „Futures“ (Terminkontrakte) handelt es sich um Zertifikate, deren Basiswert ein Terminkontrakt auf einen Rohstoff ist. MINI Future Zertifikate auf Terminkontrakte können sich auf eine große Bandbreite von Terminkontrakten auf Rohstoffe als Basiswert beziehen.

Quanto Zertifikate auf Terminkontrakte auf Rohstoffe

Falls die Währung des Finanzierungslevel und die Abrechnungswährung nicht identisch sind, können Zertifikate auf Terminkontrakte auf Rohstoffe mit einem Quanto-Merkmal (ein fester Wechselkurs zwischen den beiden Währungen während der Laufzeit des Zertifikats) ausgestattet werden; in diesem Fall kann die Emittentin dem Inhaber die Einrichtung und die Absicherung dieses Quanto-Merkmals in Rechnung stellen, indem der Betrag, den der Inhaber bei einer Ausübung oder Kündigung erhält, entsprechend verringert wird.

Emissionspreis:

Die Wertpapiere werden zu einem von der Emittentin festgelegten Preis verkauft; die Emittentin kann bei der Festlegung des Preises neben anderen Faktoren den Level des Basiswerts, den durch das betreffende Zertifikat verbrieften Anspruch und etwaige anwendbare Devisenkurse berücksichtigen. Der Emissionspreis der Wertpapiere basiert auf internen Preisbildungsmodellen der Emittentin und kann aufgrund von Provisionen und/oder anderen Gebühren im Zusammenhang mit der Ausgabe und dem Verkauf der Wertpapiere (einschließlich an Vertriebsstellen oder Dritte gezahlter oder von der Emittentin einbehaltener Aufschläge) sowie aufgrund von Beträgen, die für die Absicherung der Verbindlichkeiten der Emittentin aus den Wertpapieren verwendet werden, höher als deren Marktwert sein. Vertriebsstellen der Wertpapiere, die eine Provision oder Gebühr oder einen nicht-monetären Erlös erhalten, sind möglicherweise im Rahmen von einschlägigen gesetzlichen Vorschriften zur Offenlegung des Bestehens, des Wesens und der Höhe entsprechender Provisionen, Gebühren oder Erlöse gegenüber Anlegern verpflichtet. Anleger sollten sicherstellen, dass sie vor dem Kauf von Wertpapieren über eine Vertriebsstelle von dieser entsprechend informiert werden.

Börsennotierung, Notifizierung:

In den maßgeblichen Endgültigen Bedingungen ist jeweils angegeben, ob die Notierung einer Tranche von Wertpapieren an einer oder mehreren Börsen oder an einem oder mehreren nicht organisierten Märkten, beispielsweise im Freiverkehr einer deutschen Börse, beantragt wird oder nicht.

Nach Vorliegen der Bescheinigung über die Billigung dieses Basisprospekts nach § 18 Abs. 1 WpPG können die Wertpapiere zum Handel an den organisierten Märkten der Börsen verschiedener EWR-Staaten oder zur Aufnahme in den nicht organisierten Handel an diesen Börsen und/oder zur Notierung an diesen Börsen zugelassen werden und/oder innerhalb der EWR-Staaten öffentlich angeboten werden, in die eine Notifizierung erfolgt ist.

Allgemeine Bedingungen:

Nachfolgend ist eine Zusammenfassung bestimmter wichtiger Bestimmungen der Allgemeinen Bedingungen aufgeführt, die für alle im Rahmen dieses Basisprospekts zu begebenden Wertpapiere gelten.

Form der Wertpapiere:

Die Wertpapiere werden, sofern sie nicht in dematerialisierter Form begeben werden, durch eine Inhabersammelurkunde (die „**Globalurkunde**“) verbrieft, die bei der Clearingstelle hinterlegt wird, und werden nur gemäß den Gesetzen, Vorschriften und Verfahren, die auf die Clearingstelle anwendbar sind, über deren Buchungssysteme die Übertragung der Wertpapiere erfolgt, übertragen. Sofern die jeweils geltenden Gesetze sowie die Vorschriften und Verfahren, die auf die Clearingstelle anwendbar bzw. von dieser erlassen worden sind (die „**Anwendbaren Vorschriften**“), dies vorsehen, werden die Wertpapiere in dematerialisierter Form begeben und in das Buchungssystem der Clearingstelle eingetragen. Im Fall von Wertpapieren, die in dematerialisierter Form begeben werden, werden die Rechte an den Wertpapieren zwischen den Inhabern von Konten bei der Clearingstelle gemäß den Anwendbaren Vorschriften übertragen. Die maßgeblichen Endgültigen Bedingungen werden angeben, ob die Wertpapiere durch eine Globalurkunde verbrieft oder in dematerialisierter Form begeben werden und können weitere Einzelheiten hinsichtlich der anwendbaren Form enthalten. Es werden keine Einzelurkunden ausgegeben.

Inhaber, Eigentumsübertragung:

Im Fall von Wertpapieren, die in einer Globalurkunde verbrieft werden, bezeichnet „**Inhaber**“ jeden Inhaber von Miteigentumsanteilen an der Globalurkunde, die gemäß den Gesetzen, Vorschriften und Verfahren, die auf die Clearingstelle anwendbar sind, über deren Buchungssysteme die Übertragung der Wertpapiere erfolgt, auf einen neuen Inhaber übertragen werden können. Jede Person (mit Ausnahme einer anderen Clearingstelle), die zu dem jeweiligen Zeitpunkt in den Unterlagen der Clearingstelle als Eigentümer einer bestimmten Anzahl der Wert-

papiere ausgewiesen ist (wobei in diesem Zusammenhang sämtliche Bescheinigungen oder sonstige Dokumente, die von der Clearingstelle über die einer Person zustehende Anzahl der Wertpapiere ausgestellt wurden, in jeder Hinsicht endgültig und verbindlich sind, es sei denn, es liegt ein offenkundiger Fehler vor), wird von der Emittentin und jeder Zahlstelle in jeder Hinsicht als Inhaber der betreffenden Anzahl der Wertpapiere behandelt, ausgenommen im Hinblick auf solche Zahlungs- und/oder Lieferpflichten, bei denen das Recht auf solche Zahlungen bzw. Lieferungen gegenüber der Emittentin und den Zahlstellen allein derjenigen Person zusteht, die die Globalurkunde unmittelbar verwahrt. Im Fall von Wertpapieren, die in dematerialisierter Form begeben werden, bezeichnet „**Inhaber**“ eine Person, in deren Namen ein Wertpapier im Buchungssystem der Clearingstelle eingetragen ist oder jede andere Person, die nach den Anwendbaren Vorschriften als Inhaber der Wertpapiere gilt.

Status der Wertpapiere:

Die Wertpapiere begründen unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen unbesicherten und nicht nachrangigen gegenwärtigen und zukünftigen Verbindlichkeiten der Emittentin gleichrangig sind, mit Ausnahme der Verbindlichkeiten, denen durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

Mitteilungen:

Alle Mitteilungen gemäß den Allgemeinen Bedingungen und/oder den Produktbedingungen werden entweder (i) auf der Internetseite der Emittentin (oder einer Nachfolgersite) veröffentlicht und gelten mit dem Tag der Veröffentlichung als wirksam erfolgt oder werden (ii) an die Clearingstelle übermittelt und gelten mit der Übermittlung als wirksam erfolgt, es sei denn, die betreffende Mitteilung sieht ein anderes Datum für die Wirksamkeit vor. Auf welche Weise Mitteilungen erfolgen, ist in den maßgeblichen Endgültigen Bedingungen angegeben. Zusätzliche Veröffentlichungsvorschriften im Rahmen

zwingender gesetzlicher Vorschriften oder im Rahmen der Regeln oder Vorschriften maßgeblicher Börsen bleiben hiervon unberührt.

Zahlstelle, Hauptzahlstelle und Berechnungsstelle:

ABN AMRO Bank N.V. oder ein anderer in den maßgeblichen Endgültigen Bedingungen genannter Rechtsträger.

Verzinsung:

Die MINI Future Zertifikate sind nicht verzinslich.

Laufzeit:

Die MINI Future Zertifikate haben keine feste Laufzeit.

Kündigung durch die Emittentin:

Die Emittentin ist berechtigt, die Wertpapiere zu kündigen, wenn (i) sie nach ihrem billigem Ermessen festgestellt hat, dass die Erfüllung der Verbindlichkeiten aus den Wertpapieren für die Emittentin aufgrund der nach Treu und Glauben gebotenen Einhaltung der von einem Staat, einer Verwaltungsbehörde, einem Gesetzgeber oder einem Gericht erlassenen gegenwärtigen oder zukünftigen Gesetze, Verordnungen, Vorschriften, Urteile, Beschlüsse oder Richtlinien (das „**Anwendbare Recht**“) vollständig oder teilweise rechtswidrig ist oder wird, und (ii) falls sich bestimmte Absicherungsstörungen ereignet haben. In diesen Fällen wird die Emittentin jedoch jedem Inhaber, sofern und soweit nach Anwendbarem Recht zulässig, für jedes von einem solchen Wertpapierinhaber gehaltene Wertpapier einen Betrag zahlen, den die Emittentin als angemessenen Marktwert des Wertpapiers unmittelbar vor einer solchen Kündigung (ohne Berücksichtigung einer etwaigen Rechtswidrigkeit) ermittelt, wobei diejenigen Kosten in Abzug gebracht werden, die der Emittentin im Zusammenhang mit der Rückabwicklung der Geschäfte, die zur vollständigen oder teilweisen Absicherung der Verpflichtungen aus den Wertpapieren abgeschlossen wurden, entstanden sind.

Absicherungsstörung:

Eine Absicherungsstörung liegt vor, wenn die Emittentin feststellt, dass die Tätigkeit, Verlängerung, Ersetzung oder Aufrechterhaltung eines maßgeblichen Absicherungsgeschäfts, das die Emittentin zur Absicherung ihrer Verpflichtungen aus den Wertpapieren für notwendig oder ratsam hält, für die Emittentin aus irgendeinem Grund

nach billigem Ermessen ganz oder teilweise nicht bzw. nicht mehr durchführbar ist oder aus anderen Gründen nicht mehr ratsam ist. Tritt eine Absicherungsstörung ein, so wird die Emittentin nach ihrem Ermessen (i) die Wertpapiere kündigen und jedem Inhaber für jedes von ihm gehaltene Wertpapier, sofern und soweit nach Anwendbarem Recht zulässig, einen Betrag zahlen, der von der Emittentin als angemessener Marktwert des Wertpapiers zu dem Zeitpunkt unmittelbar vor einer solchen Kündigung ermittelt wird, abzüglich der Kosten, die der Emittentin im Zusammenhang mit der Rückabwicklung von mit den Wertpapieren zusammenhängenden Absicherungsgeschäften entstanden sind, oder (ii) eine Anpassung des betreffenden Basiswerts nach Treu und Glauben durch Herausnahme des im Basiswert, auf den sich die Wertpapiere beziehen, etwa enthaltenen und von einer Störung betroffenen Instruments zu seinem angemessenen Marktwert (der Null sein kann) vornehmen, oder (iii) sonstige Anpassungen der Bedingungen vornehmen, welche die Emittentin für zweckmäßig hält, um den rechnerischen Wert der Wertpapiere nach der Vornahme der durch die betreffende Absicherungsstörung bedingten Anpassungen zu erhalten.

Ersetzung der Emittentin:

Die Emittentin kann in ihrer Eigenschaft als Hauptschuldnerin der Wertpapiere jederzeit ohne Zustimmung der Inhaber eine andere Gesellschaft an ihre Stelle setzen (die „**Ersatzemittentin**“), bei der es sich um eine Tochtergesellschaft oder ein verbundenes Unternehmen der Emittentin handelt; dies gilt vorbehaltlich bestimmter Bedingungen, unter anderem dass die Verpflichtung der Ersatzemittentin aus den Wertpapieren durch die Holding garantiert wird (es sei denn, die Holding ist die Ersatzemittentin).

Besteuerung:

Die Inhaber (und nicht die Emittentin) haften für und/oder tragen sämtliche Steuern, Abgaben oder Lasten im Zusammenhang mit dem Eigentum und/oder der Übertragung, Zahlung oder Lieferung in Bezug auf die von ihnen

gehaltenen Wertpapiere. Die Emittentin ist berechtigt, jedoch nicht verpflichtet, von an die Inhaber zu zahlenden Beträgen solche Beträge einzubehalten bzw. abzuziehen, die jeweils zur Deckung bzw. Zahlung solcher Steuern, Abgaben oder Lasten oder zur Vornahme von Einbehalten oder sonstigen Zahlungen erforderlich sind.

Anpassungen im Hinblick auf die Europäische Währungsunion:

Die Emittentin kann ohne Zustimmung der Inhaber der Wertpapiere durch Mitteilung an die Inhaber bestimmen, dass die in den maßgeblichen Endgültigen Bedingungen angegebene Währung mit Wirkung von dem in der Mitteilung vorgesehenen Umstellungstag auf Euro umgestellt wird.

Clearingstellen:

Clearstream Banking AG, Frankfurt („**CBF**“), Clearstream Banking, société anonyme, Luxemburg („**CBL**“) und/oder Euroclear Bank S.A./N.V. als Betreiber des Euroclear-Systems („**Euroclear**“) sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern mitgeteilt werden (zusammen mit CBF, CBL und Euroclear die „**Clearingstellen**“ und einzeln jeweils eine „**Clearingstelle**“).

Zahlungen:

Zahlungen erfolgen durch die Emittentin an die Clearingstelle oder deren Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber der Clearingstelle. Die Emittentin wird durch Leistung der Zahlung an die Clearingstelle oder deren Order in Höhe der geleisteten Zahlung von ihrer Zahlungspflicht befreit. Hiervon kann die Emittentin nach vorhergehender Mitteilung an die Inhaber abweichen. In diesem Fall erfolgt die Zahlung an die Inhaber in der in der Mitteilung aufgeführten Art und Weise.

Vorlegungs- und Verjährungsfristen:

Die in § 801 Abs. 1 S. 1 BGB bestimmte Vorlegungsfrist ist auf zehn Jahre abgekürzt. Ansonsten finden auf Zahlungen im Zusammenhang mit den Wertpapieren die gesetzlichen Verjährungsfristen Anwendung.

<i>Anwendbares Recht:</i>	Die Wertpapiere unterliegen deutschem Recht und sind nach deutschem Recht auszulegen.
<i>Erfüllungsort und Gerichtsstand:</i>	Erfüllungsort und Gerichtsstand für die Wertpapiere ist Frankfurt am Main, Deutschland.
<i>Vertretung der Inhaber der Wertpapiere:</i>	Eine Vertretung der Inhaber der Wertpapiere wird in den Bedingungen nicht vorgesehen sein.
Produktbedingungen:	Für die verschiedenen Typen der in diesem Basisprospekt dargestellten MINI Future Zertifikate gelten im Einzelnen unterschiedliche Produktbedingungen. Im Folgenden sind jedoch einige wichtige Bestimmungen der Produktbedingungen zusammengefasst, die auf sämtliche Typen von MINI Future Zertifikaten Anwendung finden.
<i>Ausübung oder Kündigung der Wertpapiere:</i>	Die Ausübung der Wertpapiere durch den Inhaber kann an jedem Ausübungstag erfolgen, und ist der Emittentin durch den Inhaber des maßgeblichen Wertpapiers mitzuteilen. Die Wertpapiere können auch von der Emittentin vorbehaltlich einer Ausübung der Wertpapiere durch den Inhaber oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) gekündigt werden. Die Kündigung der Wertpapiere ist den Inhabern der Wertpapiere von der Emittentin mitzuteilen. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Der Eintritt eines Stop-Loss-Ereignisses wird der betreffenden Wertpapierbörse, an der das jeweilige Wertpapier gegebenenfalls zugelassen und notiert oder in den Handel einbezogen ist, von der Emittentin oder der Berechnungsstelle angezeigt, und der für das betreffende Wertpapier geltende Stop-Loss-Barbetrag wird den Inhabern der Wertpapiere von der Emittentin mitgeteilt. Die Inhaber sind nicht berechtigt, die Wertpapiere zu kündigen.
<i>Höchstausübungsbetrag:</i>	Falls dies in den maßgeblichen Endgültigen Bedingungen angegeben ist, kann die Emittentin nach ihrer Wahl die Anzahl der an einem beliebigen Tag ausübbareren Wertpapiere auf eine festgelegte Höchstzahl begrenzen und in Verbindung mit dieser Begrenzung die Anzahl der an

diesem Tag ausübenden Wertpapiere pro Person oder Personengruppe (unabhängig davon, ob diese gemeinsam handeln oder nicht) begrenzen. Die Anzahl der an diesem Tag auszuübenden Wertpapiere kann reduziert werden, bis die Gesamtzahl der an diesem Tag ausgeübten Wertpapiere die Höchstzahl nicht mehr überschreitet (soweit die Emittentin nicht etwas anderes beschließt); diese Wertpapiere werden nach Maßgabe der maßgeblichen Endgültigen Bedingungen ausgewählt. Wertpapiere, die zur Ausübung angeboten, aber an diesem Tag nicht ausgeübt werden, werden automatisch am nächstfolgenden Tag ausgeübt, zu dem die Wertpapiere ausgeübt werden können, wobei die gleiche Tageshöchstgrenze und die gleichen Bestimmungen für die aufgeschobene Ausübung gelten.

Mindestausübungsbetrag:

Falls dies in den maßgeblichen Endgültigen Bedingungen angegeben ist, kann ein Inhaber verpflichtet sein, eine festgelegte Mindestanzahl von Wertpapieren anzudienen, damit die Wertpapiere ausgeübt werden können.

Abwicklung der Wertpapiere:

Die Abwicklung der Wertpapiere erfolgt ausschließlich durch Barausgleich.

Marktstörungen:

In den Produktbedingungen sind eine Vielzahl von Marktstörungen aufgeführt, die sich je nach Typ der MINI Future Zertifikate unterscheiden. Im Falle einer Marktstörung kann die Emittentin die Bedingungen, die auf die von der Marktstörung betroffenen Wertpapiere Anwendung finden, anpassen, um der maßgeblichen Marktstörung Rechnung zu tragen. Die Feststellung einer Marktstörung kann sich auf den Wert der Wertpapiere auswirken, und für die Inhaber kann es zu einer geringeren Barauszahlung sowie zu Verzögerungen bei der Abwicklung kommen.

Angaben zu dem öffentlichen Angebot:

Sofern eine Tranche von Wertpapieren im Rahmen ihrer Begebung mittels eines öffentlichen Angebots vertrieben werden soll, werden die für diese Tranche maßgeblichen Endgültigen Bedingungen Informationen beinhalten in

Bezug auf (i) die Bedingungen, Angebotsstatistiken, den erwarteten Zeitplan und erforderliche Maßnahmen für die Antragstellung, (ii) den Plan für die Verbreitung der Wertpapiere und deren Zuteilung und (iii) die Preisfestsetzung.

RISK FACTORS

This “Risk Factors” section is to protect potential purchasers of the Securities from making investments that are not suitable for their purposes as well as to set out economic and legal risks associated with an investment in the Securities.

Potential purchasers of the Securities should be aware of the risks associated with an investment in the Securities before making an investment decision. Hence, prospective purchasers of the Securities should also read the rest of the information set out in this Base Prospectus and the Registration Document as well as in the Supplements and in the Final Terms prior to making any investment decision. To be able to make their own assessments prior to making any investment decision, prospective purchasers of the Securities should consult their own stockbroker, banker, lawyer, accountant or other legal, tax or financial advisers and carefully review the risks entailed in an investment in the Securities and consider such an investment decision in the light of their personal circumstances.

The Issuer believes that the factors described below and in the Registration Document may affect (i) the Issuer’s ability to fulfil its obligations under Securities issued and (ii) the ability of ABN AMRO Holding N.V. to fulfil its obligations under the Guarantee provided by ABN AMRO Holding N.V. with respect to the liabilities of the Issuer. In addition, factors which are material for the purpose of assessing the market risks associated with Securities issued are also described below. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

The Issuer believes that the factors described below and in the Registration Document represent the principal risks inherent in investing in Securities to be issued, but the inability of the Issuer to pay amounts on or in connection with any Securities may occur for other reasons than the factors described below. This may, for example, be due to the fact that, based on the information available to the Issuer as at the date of this Base Prospectus, the Issuer failed to identify, or anticipate the occurrence of, material risks.

Words and expressions defined elsewhere in this Base Prospectus shall have the same meaning in this section.

RISK FACTORS RELATED TO THE ISSUER AND THE GUARANTOR

Each potential investor in the Securities should refer to the risk factors section of the Registration Document for a description of those factors which may affect the Issuer's and the Guarantor's ability to fulfil its obligations under Securities to be issued.

RISK FACTORS RELATED TO THE SECURITIES

The Securities are MINI Future Short Certificates or MINI Future Long Certificates which entail particular risks

MINI Future Certificates are investment instruments without a fixed maturity or expiration date, which can either be terminated by the Issuer or exercised by the Holder, and may automatically terminate if the Underlying (as defined below) reaches a pre-determined level. Following any such event, the MINI Future Certificates pay an amount (the "**Redemption Amount**") determined by reference to the level of the respective Underlying, which may be a commodity, a commodity forward or future contract, a currency, a government bond future contract, an index (including its constituent elements) or a share (each an "**Underlying**"), on one or more days, subject to the MINI Future Certificate entitlement.

The Redemption Amount may be at a potentially substantial discount to the market value of the MINI Future Certificates on the Issue Date or on the purchase date of the MINI Future Certificates if, in addition to any other factors, the value of the Underlying is at an unfavourable level at the time the level of the Underlying is determined for the purpose of calculating the Redemption Amount. Investors should be aware that their entire investment may be lost if the Underlying is at an unfavourable level at the time the level of the Underlying is determined for the purpose of calculating the Redemption Amount.

MINI Future Certificates track the Underlying in a linear manner. The amount needed to invest in a MINI Future Certificate to give the same participation rate in the Underlying as a direct investment in the Underlying is considerably less than it would be the case with a direct investment in the Underlying. Therefore the percentage gain if the Underlying rises (in the case of MINI Future Long Certificates) or falls (in the case of MINI Future Short Certificates) and the percentage loss if the Underlying falls (in the case of MINI Future Long Certificates) or rises (in the case of MINI Future Short Certificates), respectively, is higher in MINI Future Certificates than in a direct investment in the Underlying. This is the **leverage effect**.

Investors should be aware that the leverage effect from holding MINI Future Certificates could result in losing a greater percentage of the investment than would occur through a direct investment in the Underlying.

The maximum loss to the investor is the initial amount invested. Investors must expect to suffer a loss if the market price or value of the Underlying falls (in the case of MINI Future Long Certificates) or

risers (in the case of MINI Future Short Certificates). A feature of MINI Future Certificates is the so-called “Stop Loss” which, if the level of the Underlying falls below (in the case of MINI Future Long Certificates) or exceeds (in the case of MINI Future Short Certificates) a certain level, will result in the early termination of the certificate.

The price at which a holder of Securities (a “**Holder**”) will be able to sell Securities prior to exercise or termination may be at a potentially substantial discount to the issue price and/or market value of the Securities.

Stop Loss Event

The Product Conditions of the Securities to be issued under this Base Prospectus also provide for a Stop Loss Price (as defined below). Consequently, the Securities may expire worthless if a Stop Loss Event (as defined below) occurs.

A “**Stop Loss Event**” occurs if the value of the reference asset underlying the Securities equals a price or value threshold defined in the relevant Final Terms (the “**Stop Loss Price**”). If a Stop Loss Event occurs, the term of the Securities will end automatically, the rights of the Holders to exercise the Securities and to receive settlement amounts will expire automatically, and the Securities will expire, subject to payment, if applicable, of the residual value of the Securities.

“Quanto” feature

Where the Financing Level Currency is different to the Settlement Currency, commodity MINI Future Certificates and commodity forward and future MINI Future Certificates may have a quanto feature (effectively a fixed rate of exchange between the two currencies for the duration of the Securities) and the Issuer may charge the Holder for arranging and maintaining such quanto feature by way of reducing the amount received by the Holder on exercise or termination.

The Securities may not be a suitable investment for all investors

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

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Base Prospectus or the relevant Final Terms;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including Securities whose Redemption Amount is payable in one or more currencies, or where the currency for the Redemption Amount is different from the potential investor’s currency;

- (d) understand thoroughly the terms of the Securities and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for the development of economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Securities are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in Securities which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of the Securities and the impact this investment will have on the potential investor's overall investment portfolio.

The value of the Securities may fluctuate

The value of the Securities may move up and down between their date of purchase and the date on which the redemption amount is determined following exercise or termination or the date of sale, as the case may be, of the Securities. **Holders may sustain a total loss of their investment.** Potential investors should therefore ensure that they understand fully the nature of the Securities before they invest in the Securities.

Several factors, many of which are beyond the Issuer's control, will influence the value of the Securities at any time, including the following:

- (a) *Valuation of the Underlying.* The market price of the Securities is expected to be affected primarily by changes in the value of the Underlying to which such Securities are linked. It is impossible to predict how the value of the relevant Underlying will vary over time. Factors which may have an affect on the value of certain Underlyings include the rate of return of such Underlyings and the financial position and prospects of the issuer of such Underlyings or any component thereof. In addition, the value of the Underlying may depend on a number of interrelated factors, including economic, financial and political events and their effect on the capital markets generally and the relevant stock exchanges. Potential investors should also note that whilst the market value of the Securities is linked to the relevant Underlying and will be influenced (positively or negatively) by it, any change in the performance of the Securities may not be comparable and may be disproportionate as compared to the change of the Underlying. It is possible that while the Underlying is increasing in value, the value of the Securities may fall. Further, where no market value is available for an Underlying, the Calculation Agent may determine its value to be zero notwithstanding the fact that there may be no Market Disruption Event and/or no Potential Adjustment Event which applies.

- (b) *Interest Rates.* Investments in the Securities may involve interest rate risks with respect to the currency of denomination of the Underlying and/or the Securities. A variety of factors influences interest rates, such as macroeconomic, governmental, speculative and market sentiment factors. Such fluctuations may have an impact on the value of the Securities.
- (c) *Volatility.* The term “volatility” refers to the actual and anticipated frequency and magnitude of changes of the market price with respect to an Underlying. Volatility is affected by a number of factors such as macroeconomic factors, speculative trading and supply and demand in the options, futures and other derivatives markets. Volatility of an Underlying will move up and down over time (sometimes more sharply than others) and different Underlyings will usually have separate volatilities at any particular time.
- (d) *Exchange Rates.* Even where payments with respect to the Securities are not expressly linked to a rate or rates of exchange between currencies, the value of the Securities could, in certain circumstances, be affected by such factors as fluctuations in the rates of exchange between any currency in which any payment with respect to the Securities is to be made and any currency in which the Underlying is traded, appreciation or depreciation of any such currencies and any existing or future governmental or other restrictions on the exchangeability of such currencies. There can be no assurance that rates of exchange between any relevant currencies which are current rates on the Issue Date of any Securities will be representative of the relevant rates of exchange used in computing the value of the relevant Securities at any time thereafter. Where Securities are described as “Quanto”, the value of the Underlying will be converted from one currency (the “**Financing Level Currency**”) into another currency (the “**Settlement Currency**”) on the date and in the manner specified in the relevant Final Terms using a fixed exchange rate. The cost to the Issuer of maintaining such a fixing between the Financing Level Currency and the Settlement Currency will have an impact on the value of the Securities. The impact will vary during the term of the Securities. No assurance can be given as to whether or not, taking into account relative exchange rate and interest rate fluctuations between the Financing Level Currency and the Settlement Currency, a quanto feature in a Security would at any time enhance the return on the Security over a level of a similar security issued without such a quanto feature.
- (e) *Market Disruption Event.* The Calculation Agent may determine that a Market Disruption Event has occurred or exists at a relevant time. Such determination may negatively affect the value of the Securities and/or may delay settlement with respect to the Securities.
- (f) *Creditworthiness.* Any person who purchases the Securities is relying upon the creditworthiness of the Issuer and of the Guarantor and has no rights against any other person. The Securities constitute unsecured and unsubordinated obligations of the Issuer only. The Securities rank pari passu among themselves and with all other present and future unsecured

and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

Pricing of Securities and impact of agio, commission, fees etc. on pricing

The issue price with respect to the Securities is based on internal pricing models of the Issuer and may be higher than the market value of the Securities, and the price, if any, at which any person is willing to purchase such Securities in secondary market transactions may be lower than the issue price with respect to such Securities. In particular, the issue price may include (irrespective of any agio which may be payable) commissions and/or other fees relating to the issue and sale of the Securities (including a margin paid to distributors or third parties or retained by the Issuer) as well as amounts relating to the hedging of the Issuer's obligations under such Securities, and secondary market prices are likely to exclude such amounts. In addition, pricing models of other market participants may differ or produce a different result.

There may not be a secondary market in the Securities

The nature and extent of any secondary market in the Securities cannot be predicted. As a consequence any person intending to hold the Securities should consider liquidity in the Securities as a risk. If the Securities are listed or quoted on an exchange or quotation system this does not imply greater or lesser liquidity than if equivalent Securities were not so listed or quoted. However, if Securities are not listed or quoted on an exchange or quotation system there may be a lack of transparency with regard to pricing information. Liquidity may also be affected by legal restrictions on offers for sale in certain jurisdictions. The Issuer may affect the liquidity of the Securities by purchasing and holding the Securities for its own account during trading in the secondary market. Any Securities repurchased by the Issuer may be resold at any time in the market.

Purchasing the Securities as a hedge may not be effective

Any person intending to use the Securities as a hedge instrument should recognise the correlation risk. The Securities may not be a perfect hedge to an Underlying or portfolio of which the Underlying forms a part. In addition, it may not be possible to liquidate the Securities at a price which directly reflects the price of the Underlying or portfolio of which the Underlying forms a part.

Actions taken by the Issuer may affect the value of the Securities

The Issuer and/or any of its affiliates may carry out activities, including effecting transactions for their own account or for the account of their customers and hold long or short positions in the Underlying, whether for risk reduction purposes or otherwise. In addition, in connection with the offering of any Securities, the Issuer and/or any of its affiliates may enter into one or more hedging transactions with respect to the Underlying. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer and/or any of its affiliates may enter into transactions in the Underlying which may affect the market price, liquidity or value of the Underlying and/or the Securities and which could be deemed to be

adverse to the interests of the Holders. The Issuer and/or its affiliates are likely to modify their hedging positions throughout the life of the Securities whether by effecting transactions in the Underlying or in derivatives linked to the Underlying. Further, it is possible that the advisory services which the Issuer and/or its affiliates provide in the ordinary course of its/their business could lead to an adverse impact on the value of the Underlying.

Holders have no ownership interest in the Underlying

The Issuer is entitled but not obliged to hold the Underlying or enter into any derivatives contracts linked to the Underlying. Even if the Issuer chooses to do so, the Securities do not convey any ownership interest in the Underlying to the Holders. Furthermore, there is no restriction on the ability of the Issuer and/or its affiliates to sell, pledge or otherwise convey all right, title and interest in any Underlying held by it or any derivatives contracts linked to the Underlying entered into by it.

Actions taken by the Calculation Agent or the Issuer may affect the Underlying

The Calculation Agent is the agent of the Issuer and not the agent of the Holders or any of them. The Issuer may itself act as the Calculation Agent. The Calculation Agent will make such adjustments to the Conditions as it considers appropriate as a consequence of any Market Disruption Event or Hedging Disruption Event or certain actions (e.g. corporate actions) affecting the Underlying. In making these adjustments the Calculation Agent is entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion. The Calculation Agent is not required to make adjustments with respect to each and every Market Disruption Event or Hedging Disruption Event or action (e.g. corporate action) affecting the Underlying.

There may be limitations on a Holder's right to exercise the Securities

- (a) *Maximum Exercise Amount.* If so indicated in the relevant Final Terms, the Issuer will have the option to limit the number of Securities exercisable on any date to the maximum number so specified and, in conjunction with such limitation, to limit the number of Securities exercisable by any person or group of persons (whether or not acting in concert) on such date. In the event that the total number of Securities being exercised on any date exceeds such maximum number and the Issuer has elected to limit the number of Securities exercisable on such date, a Holder of Securities may not be able to exercise on such date all the Securities that it desires to exercise. In any such case, the number of Securities to be exercised on such date will be reduced until the total number of Securities exercised on such date no longer exceeds such maximum number (unless the Issuer otherwise elects), with such Securities being selected as specified in the relevant Final Terms. Securities tendered for exercise but not exercised on such date will be automatically exercised on the next date on which Securities may be exercised, subject to the same daily maximum limitation and delayed exercise provisions.

Potential investors should review the relevant Final Terms to ascertain whether and to what extent such provisions apply to the Securities.

- (b) *Minimum Exercise Amount.* If so indicated in the relevant Final Terms, a Holder may have to tender a specified minimum number of the Securities at any one time in order to exercise the Securities. Thus Holders with fewer than the specified minimum number of such Securities will either have to sell their Securities or purchase additional Securities, incurring transaction costs in each case, in order to realise a return on their investment, and may incur the risk that the trading price of the Securities at that time is different from the applicable Cash Amount (as defined in the Product Conditions) upon exercise.

Potential investors should review the relevant Final Terms to ascertain whether and to what extent such provisions apply to the Securities.

There may be delays in effecting settlement

Upon exercise of the Securities, there will be a time lag between the time a Holder gives instructions to exercise and the time the applicable Redemption Amount relating to such exercise is determined. Any such delay between the time of exercise and the determination of the Redemption Amount will be specified in the relevant Final Terms. However, such delay could be significantly longer, particularly in the case of a delay in exercise of such Securities arising from any Maximum Exercise Amount (as described above) or upon the determination by the Calculation Agent that a Market Disruption Event has occurred. Payments on the Securities may decrease or increase from what they would have been but for such delay.

Potential investors should review the relevant Final Terms to ascertain whether and how such provisions apply to the Securities.

If the Conditions of the Securities require the delivery of a notice relating to exercise, and such notice is received by the Relevant Clearing Agent (as defined below), with a copy to the Principal Paying Agent, after the latest time specified in the relevant Final Terms, it will be deemed to be duly delivered on the next following Business Day. Such deemed delay may increase or decrease the Redemption Amount from what it would have been but for such delay. In the case of Securities which are exercisable on one day only or only during an exercise period, any notice, if not delivered by the latest time specified in the relevant Final Terms, shall be void.

The failure to deliver any certifications required under the Conditions could result in the loss or inability of the investors to receive amounts or considerations otherwise due under the Securities.

Potential investors should review the relevant Final Terms to ascertain whether and how such provisions apply to the Securities.

Taxes may be payable by the Holders

Potential investors in, and sellers of, the Securities should be aware that they may be required to pay stamp duties or other documentary charges in accordance with the laws and practices of the country where the Securities are transferred. Holders are subject to the provisions of General Condition 9. Furthermore, any payments of any amount due with respect to the Securities will be conditional upon the payment of any Expenses as provided in the Product Conditions.

Potential investors who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential investors should be aware that tax regulations and their application by the relevant taxation authorities may change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

The Securities may under certain circumstances be terminated by the Issuer

The Issuer may terminate the Securities (i) if it shall have determined in its reasonable discretion that its performance thereunder is or will become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the “**Applicable Law**”) and (ii) in certain hedging disruption events. If the Issuer terminates in such circumstances, it will, to the extent permitted by the Applicable Law, pay to each Holder with respect to each Security held by such Holder an amount calculated by the Issuer as the fair market value of the Security immediately prior to such termination (ignoring the illegality, if any) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities.

Risks associated with Securities represented by a global security or issued in dematerialised form

The Securities will either be represented by a global security or issued in dematerialised form. The Securities will be held by or on behalf of one or more clearing agent(s) specified in the relevant Final Terms (each a “**Relevant Clearing Agent**”) (in case of Securities represented by a global security) or will be registered in the book-entry system of a Relevant Clearing Agent (in case of Securities issued in dematerialised form). With respect to the payment of principal, interest (if any) and any other amounts payable or any securities deliverable with respect to the Securities, (i) in the case of Securities represented by a Global Security, the bearer of the relevant global security, typically a depositary or a nominee for a depositary for the Relevant Clearing Agent, and (ii) in the case of Securities issued in dematerialised form, the person in whose name a Security is registered in the book-entry system of the Relevant Clearing Agent or any other person registered as a holder of such Securities pursuant to the legislation, rules and regulations applicable to and/or issued by the Relevant Clearing Agent that are in force and effect from time to time, shall be treated by the Issuer and any Paying Agent as the sole holder of the relevant Securities. The interests of the Holders in, or title to, the Securities, as the case may be, will be transferable only in accordance with the rules and procedures, as amended, of the Relevant Clearing Agent.

Risk associated with nominee arrangements

Where a nominee service provider is used by a Holder to hold its Securities or such Holder holds interests in any Security through accounts with a Relevant Clearing Agent, such Holder will receive payments solely on the basis of the arrangements entered into by the Holder with the relevant nominee service provider or Relevant Clearing Agent, as the case may be. Furthermore, such Holder must rely on the relevant nominee service provider or Relevant Clearing Agent to distribute all payments attributable to the relevant Securities which are received from the Issuer. Accordingly, such a Holder will be exposed to the credit risk of, and default risk with respect to, the relevant nominee service provider or Relevant Clearing Agent, as well as the Issuer.

In addition, such a Holder will only be able to sell any Securities held by it with the assistance of the relevant nominee service provider.

None of the Issuer or any Paying Agent shall be responsible for the acts or omissions of any relevant nominee service provider or Relevant Clearing Agent nor does it make any representation or warranty, express or implied, as to the service provided by any relevant nominee service provider or Relevant Clearing Agent.

The return on an investment in the Securities will be affected by charges incurred by the Holders

A Holder's total return on an investment in the Securities will be affected by the level of fees charged by the nominee service provider and/or the Relevant Clearing Agent used by the Holder. Such a person or institution may charge fees for the opening and operation of an investment account, transfers of Securities, custody services and on payments of principal and other amounts. Potential investors are therefore advised to investigate the basis on which any such fees will be charged on the relevant Securities.

Changes of law may affect the value of the Securities

The Conditions are subject to German law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible change to German law or judicial or administrative practice in Germany after the date of this Base Prospectus.

Ratings may not reflect all risks

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

Legal issues may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to

determine whether and to what extent (i) the Securities qualify as legally permissible investments for it, (ii) the Securities can be used as collateral for various types of borrowing and (iii) other restrictions apply to the purchase or pledge of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Securities under any applicable risk-based capital or similar rules.

Use of loans

If an investor uses a loan to finance the purchase of the Securities, not only does it have to absorb the loss if the Securities fail to develop as expected, but it must also repay the loan principal plus interest. This increases the investor's risk of loss significantly. Investors should never count on paying interest and principal with profits from an investment in Securities. Instead, prospective purchasers of Securities should first examine their financial situation in order to determine whether they will be able to pay the interest, and if necessary, repay the loan on short notice, even if the expected profits turn into losses.

Certain Underlyings to which the Securities to be issued are linked are subject to certain risks

Special risks associated with shares and shares indices

Risks related to foreign exchange controls. Potential investors should note that payments on the Securities by the Issuer with respect to single stock Securities can be subject to the ability of the Issuer to sell the Underlying and to there being no foreign exchange control restrictions, including restrictions which prevent the conversion of the Financing Level Currency into the Settlement Currency and the transfer of the Settlement Currency to accounts outside the jurisdiction of the Underlying.

Risks applicable where the Underlying is a price index related to shares. If the Underlying is a price index (contrary to a performance index), dividends paid out result in a decrease in the level of the index. Holders thus do not participate in any dividends or other distributions on the shares contained in the price index.

Dividends and distributions. Unless otherwise specified in the relevant Product Conditions, investors receive neither dividends nor any other distributions from the underlying shares.

Influence of the Issuer on the composition of an underlying index. The composition of an index may be determined in such a way that the index sponsor determines the composition and carries out the calculation of the index alone or in cooperation with other entities. If the Issuer is not the index sponsor, it usually cannot influence the composition of the index and the relevant index sponsor can make changes to the composition or calculation of the index under the index rules which may have a negative effect on the performance of the index or to permanently discontinue the calculation of the index without establishing a successor index. In the latter case, the Securities may be terminated and a loss may be incurred. On the other hand, if the Issuer or an affiliated company of the Issuer acts as index sponsor or as index calculator, conflicts of interests may arise with respect to the Issuer or its

affiliated company acting in different capacities under the Conditions of the Securities and under the index rules. Conflicts of interest may also arise in this case if the Issuer or an affiliated company has issued or owns assets being components of the index or if the Issuer or an affiliated company has business relations with entities having issued or owning assets being components of the index.

Special risks associated with commodities

In general, there are three main categories of commodities: mineral commodities (e.g. oil, gas, aluminium and copper), agricultural products (e.g. wheat and corn) and precious metals (e.g. gold and silver). Most commodities are traded on specialised exchanges or directly among market participants in the form of OTC dealings (off-exchange) through largely standardised contracts.

The price risks inherent in commodities are often complex, as prices are subject to greater fluctuations (volatility) in this investment category than in other investment categories. In particular, commodities markets are less liquid than bond, currency or stock markets so that supply and demand changes materially affect prices and volatility. Consequently, investments in commodities are associated with greater risks and are more complex than investments in bonds, currencies or stocks.

There are numerous and complex factors affecting commodity prices. The following is a non-exhaustive list of several typical factors affecting commodity prices:

- (a) *Supply and demand.* Planning and managing the commodities supply is very time-consuming. As a result, there is little room for manoeuvre on the supply side and it is not possible to quickly adjust production to demand changes at all times. Demand may also differ on a regional scale. Likewise, prices are affected by the costs of transport to regions where commodities are needed. The cyclical behaviour of some commodities, e.g. agricultural products that are seasonally grown or produced, may entail heavy price fluctuations.
- (b) *Direct investment costs.* Direct investments in commodities are associated with storage and insurance costs as well as taxes. In addition, commodities do not pay interest or dividends. These factors affect the total return of commodities.
- (c) *Liquidity.* Not all commodities markets are liquid and able to react quickly and in a sufficient scope to changes in the supply and demand situation. As only few market participants are trading in the commodities markets, heavy speculative activity may have adverse consequences and cause price distortions.
- (d) *Weather and natural disasters.* Unfavourable weather conditions may affect the supply of certain commodities for the entire year. A supply crisis triggered by unfavourable weather conditions may lead to heavy and unpredictable price fluctuations. Likewise, the spread of diseases and the outbreak of epidemics may affect the prices of agricultural products.
- (e) *Political risks.* Commodities are often produced in emerging markets and in demand from industrial countries. Often, however, the political and economic situation in emerging markets is far less stable than in the industrial countries. Emerging markets are far more susceptible to

the risks associated with swift political changes and economic downturns. Political crises may shake the confidence of investors which, in turn, may affect the prices of commodities. Military or other conflicts may change the supply and demand patterns of certain commodities. Moreover, industrial countries may impose embargos on exported or imported goods and services, which may have a direct or indirect impact on the commodity prices. In addition, several commodities producers have formed organisations or cartels in order to regulate supply and, thus, prices.

- (f) *Taxation.* Changes in tax rates and tariffs may decrease or increase the profitability of commodities producers. Where such costs are passed on to investors, changes in tax rates and tariffs affect the prices of the respective commodities.

Special risks associated with forward and futures contracts

- (a) *General.* Commodity forward and futures contracts are standardised forward and futures transactions that are linked to commodities (e.g. mineral commodities, agricultural products and precious metals), whereas financial forward and futures contracts are standardised forward and futures transactions that are linked to financial instruments (e.g. stocks, bonds, indices, interest rates and foreign currencies).

A forward or futures transaction constitutes the contractual obligation to buy or sell a certain amount or number of the respective underlying at a fixed price and at a pre-determined future point in time. Forward and futures contracts are traded on futures exchanges and standardised for this purpose as regards their contract size, the nature and quality of the underlying as well as delivery places and dates, if any.

Generally, there is a strong correlation between the price development of an underlying on the spot market and the corresponding futures exchange. However, forward and futures contracts are often traded at a premium on, or discount from, the spot price of the underlying. In the terminology used on futures exchanges, the difference between the spot price and the futures price is called “contango” or “backwardation”, as the case may be, and is a result of the inclusion of costs usually incurred in connection with spot transactions (storage, delivery, insurance etc.) and of income usually generated with spot transactions (interest, dividends etc.) on the one hand and differences in the evaluation of general market factors prevailing on the spot market and the futures exchange and the corresponding expectations of market participants on the other hand. Moreover, liquidity on the spot market may differ considerably from liquidity on the corresponding futures exchange, depending on the underlying.

Furthermore, when investing in commodity futures contracts, investors may find themselves in situations where the prices of commodity futures contracts expiring at a later date are higher (contango) or lower (backwardation) than the current spot price of the respective commodity. As the expiry date of the respective futures contract approaches, the futures price and the spot price of the respective commodity converge so that the Security linked to the respective futures

contract may show a negative performance despite the fact that the spot price of the commodity is increasing.

If the Securities are linked to the exchange price of the underlying forward and futures contracts, knowledge of the market of the underlying to which the respective forward or futures contract is linked as well as of the functioning and evaluation factors of forward and futures contracts is necessary to make a valid assessment of the risks associated with the purchase of these Securities. If the underlying to which the forward or futures contract is linked is a commodity, the risk factors set out in “*Special risks associated with commodities*” above should be taken into account in addition to the risk factors described in this subsection.

- (b) *Rollover*. Since forward and futures contracts serving as the Underlying of the Securities may have expiration dates different from the term of the Securities, the Issuer will replace as at a certain point in time the initial underlying forward or futures contract as well as any subsequent current forward or futures contract in each case by a forward or futures contract which, except for its expiration date which will occur on a later date, has the same contract specifications as the initial underlying and any subsequent current forward or futures contract (the “**Rollover**”). If, on a certain Rollover Date, the Calculation Agent believes that there is no forward or futures contract available whose terms or relevant contract specifications match with those of the forward or futures contract to be replaced, the Issuer shall have the right to terminate the Securities or to replace the forward or futures contract. If necessary, the new forward or futures contract will be multiplied by an adjustment factor in order to ensure continuity in the performance of the reference assets underlying the Securities.

Rollover will be effected on the relevant day specified in the Final Terms (the “**Rollover Date**”) within a certain time frame shortly before the expiration date of the current forward or futures contract. To this end, on any Rollover Date, the Issuer will liquidate its positions assumed through the corresponding hedging arrangements in relation to the existing forward or futures contract whose expiration is imminent and will assume corresponding positions in relation to a forward or futures contract having identical terms but providing for a longer maturity. New forward or futures contracts will be selected at fixed intervals. In the case of a three-month interval, for example, the forward or futures contract expiring in January (the “**Old Forward or Futures Contract**”) will be replaced by an identical forward or futures contract (the “**New Forward or Futures Contract**”) expiring the following April.

In order to cover the transaction costs incurred in connection with the Rollover, a transaction charge (the “**Transaction Charge**”) will be calculated, the amount of which will equal a certain number for each forward or futures contract expressed in the trading currency.

Since the Issuer will not be able to liquidate the positions relating to the Old Forward or Futures Contract and to assume the positions relating to the New Forward or Futures Contract in each case at one and the same price of the respective Underlying, a “**Rollover Ratio**” will be

determined on the basis of the Transaction Charge and the prices for both the Old Forward and Futures Contract and the New Forward or Futures Contract. If, in case of a commodity forward or futures contract, on the Rollover Date the price of the New Forward or Futures Contract is higher than the price of the Old Forward or Futures Contract, investors could suffer losses.

Special risks associated with emerging markets underlyings

Investing in Securities with emerging markets underlyings (see below) involves substantial risks (including legal, political and economic risks) in addition to those risks normally associated with making investments in other countries and other investment products. Consequently, investments in Securities with emerging market underlyings are only suitable for investors who are aware of the special risks associated with an investment in emerging market assets and who have the knowledge of, and expertise in, financial transactions required to evaluate the risks and merits of an investment in such securities.

Emerging markets are countries whose economies are in the process of changing from those of a moderately developed country to that of an industrial country. Emerging market underlyings include for example assets traded or listed on an exchange in emerging markets (e.g. certain commodity futures contracts or stocks), emerging market currencies and government bonds, shares of companies whose assets are located in emerging markets to a material extent or that carry out a material share of their business activities in emerging markets, as well as indices comprising stocks or other financial instruments from emerging markets. Emerging markets are exposed to risks inherent in rapid political changes and economic downturns. Certain political risks may be higher in emerging markets than, for example, in EU countries or other industrial countries.

For example, restrictions may be imposed on foreign investors; assets may be expropriated or subject to taxation that is equivalent to expropriation; foreign bank deposits or other assets may be confiscated or nationalised; exchange controls may be imposed or other adverse political and/or social developments may occur. In addition, emerging markets economies may experience adverse developments including, but not limited to, in relation to inflation rates, exchange rate fluctuations or payments settlement. Each of the above impairments may have an adverse effect on investments in such country and may continue for a prolonged period of time, i.e. weeks or even months. Each of the above impairments may constitute a Market Disruption Event under the conditions of the Securities issued under this Base Prospectus. As a consequence, no prices may be quoted in such period for the Securities affected by such an event. If, for example, it is determined by the Calculation Agent at its discretion that a Market Disruption Event has occurred or is continuing at the time a Security is exercised by an investor on the respective Valuation Date, the Valuation Date may be postponed by a considerable period of time. As a result, the investor may receive the Redemption Amount only after considerable delay. If, on the last day of the period by which valuation was postponed, the Market Disruption Event is still continuing, the reference price of the underlying asset will be determined on the basis of the prevailing market conditions at that time and may even be zero.

Securities markets in emerging markets are mostly less developed, substantially smaller and at times have been more volatile and illiquid than the major securities markets in more developed countries. No assurance can be given that such volatility or illiquidity will not occur in the future. Many such securities markets also have clearance and settlement procedures that are less developed, less reliable and less efficient than those in more developed countries. There may also be generally less governmental supervision and regulation of the securities exchanges and securities professionals in emerging markets than exists in more developed countries.

Disclosure, accounting and regulatory standards in emerging markets are in many respects less stringent than standards in more developed countries and there may be less publicly available information about companies in such markets than is regularly published by or about companies in more developed countries. The assets and liabilities and profits and losses appearing in the financial statements of such companies may not reflect their financial position or results of operations in the way they would be reflected had such financial statements been prepared in accordance with generally accepted international accounting principles in more developed countries. The valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may also be treated differently than under generally accepted international accounting standards, all of which may affect the valuation of the underlying.

All of the above factors may have a material adverse effect on the value of the respective Securities.

Registration Document

The required information about ABN AMRO Bank N.V. acting either through its principal office in The Netherlands or through its London branch or any other branch, as specified in the Final Terms, as issuer of the Securities (the “**Issuer**”) and ABN AMRO Holding N.V. as guarantor (the “**Guarantor**” or the “**Holding**”) for all liabilities of ABN AMRO Bank N.V. incurred in connection with legal acts performed by ABN AMRO Bank N.V. after 15 June 1998 (the “**Guarantee**”) and the Guarantee is contained in the registration document of ABN AMRO Holding N.V. and ABN AMRO Bank N.V. dated 27 June 2008 as approved by the competent authority in the Netherlands (*Autoriteit Financiële Markten*) (the “**Registration Document**”) which is incorporated in this Base Prospectus by reference pursuant to Section 11(1) WpPG.

Unless provided otherwise in this Base Prospectus or any Supplements thereto, the information contained in the Registration Document is the most recent information available about the Issuer and the Guarantor.

Significant changes

There has been no significant change in the financial position of the Holding, the Bank or the Group since 31 December 2007. There has been no material adverse change in the financial position or prospects of the Holding, the Bank or the Group since 31 December 2007 other than resulting from the acquisition of ABN AMRO Holding N.V. by the consortium and the transition of entities and businesses resulting from this. For an update on the restructuring see page 6 of the Registration Document.

Publication of information subsequent to the issue of Securities

The Issuer does not intend to make available any further information subsequent to any issue of Securities other than information which needs to be published in the form of a supplement in accordance with Section 16 WpPG.

PERSONS RESPONSIBLE

ABN AMRO Holding N.V. (with respect to the information relating to itself and to ABN AMRO Bank N.V.) and ABN AMRO Bank N.V. (with respect to the information relating to itself), the registered office and principal administrative office of both of which is situated in Gustav Mahlerlaan 10, P.O. Box 283, 1000 EA Amsterdam, The Netherlands, are responsible for the information given in this Base Prospectus and further declare that, to the best of their knowledge, the information contained in this Base Prospectus is correct and omits no significant factors.

The Issuer hereby confirms that the sections (i) “*Form of Final Terms*” and “*Muster der Endgültigen Bedingungen*”, (ii) “*General Conditions*” and “*Allgemeine Bedingungen*” and (iii) “*Product Conditions*” and “*Produktbedingungen*” correspond with each other content-wise.

IMPORTANT NOTICE

This Base Prospectus does not, either on its own or in conjunction with the Registration Document or any Supplements, constitute an offer to purchase or a solicitation to make an offer or to subscribe Securities, nor shall it be deemed a recommendation by the Issuer to subscribe or purchase any Security to be issued by the Issuer in the future.

The distribution of this Base Prospectus or any other documents in connection with the LaunchPAD Programme as well as the issue, offer, listing, sale or delivery of the Securities by the Issuer must under no circumstances be construed as indicating that the financial condition of the Issuer, the Guarantor or the ABN AMRO banking group (the “**Group**”) as described herein has remained unchanged since the date of this Base Prospectus. In accordance with Section 16(1) WpPG, every significant new factor, material mistake or inaccuracy relating to the information included in this Base Prospectus which is capable of affecting the assessment of the Securities and which arises or is noted between the time when this Base Prospectus is approved and the final closing of the offer to the public or, as the case may be, the time when trading on a regulated market begins, will be mentioned in a Supplement to this Base Prospectus.

No person shall be authorised to give any information or make any representations in relation to the Issuer, the Guarantor or the Group other than those contained in this Base Prospectus. In the event that any such information is given or any such representations are made, they must not be deemed approved by the Issuer, the Guarantor or the Group.

The distribution of this Base Prospectus as well as the offer, sale or delivery of the Securities may be prohibited by law in certain jurisdictions outside the Federal Republic of Germany. The Issuer hereby requests persons coming into possession of this Base Prospectus to familiarise themselves with and observe such restrictions. For a description of certain restrictions on the distribution of this Base Prospectus and the offering material relating to the Securities as well as the offer, sale and delivery thereof, see “*Selling Restrictions*”.

TAXATION

Potential purchasers of the Securities who are in doubt about their tax position regarding the acquisition, ownership, transfer, redemption or non-redemption of the Securities should consult their professional tax advisers. The term “redemption” in the following summary also includes the concept of “exercise” within the meaning of the Product Conditions.

1. GENERAL

Purchasers of the Securities may be required to pay stamp taxes and/or other charges in accordance with the laws and practices of the country of acquisition in addition to the issue or purchase price of each Security.

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty or other payment which may arise as a result of the ownership, transfer or redemption of any Securities. Please note that the terms and conditions of the Securities do not provide for a refund of possibly levied taxes by the Issuer.

2. THE NETHERLANDS

The following paragraph, which is intended as a general guide only, is based on current law and practice in The Netherlands. It summarises certain aspects of taxation in The Netherlands only which may be applicable to the Securities but do not purport to be a comprehensive description of all tax considerations which may be of relevance.

All payments by the Issuer with respect to the Securities will be made free of withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein, unless such withholding is, in the future, required by law.

3. FEDERAL REPUBLIC OF GERMANY

The following summary of the tax consequences of an investment in the Securities is based on the tax laws in effect as of the date of this Base Prospectus taking into account administrative decrees and court decisions published by that date. **Please note that the tax consequences may change, possibly with retroactive effect, should the tax laws be amended in the future.**

This summary reflects the Issuer’s views of the tax consequences of an investment in the Securities; it should not be misunderstood as a guarantee for a particular treatment of the Securities or tax consequence. Furthermore, this statement cannot serve as the sole basis for an assessment of the tax consequences of an investment in the Securities, as the investor’s

individual circumstances must always be taken into account. Consequently, this summary serves as a general discussion of certain income tax consequences in Germany only. **Prospective investors are strongly advised to consult their own tax advisers regarding the tax consequences of an investment in the Securities.**

3.1 Individuals subject to unlimited tax liability in Germany

The taxation of individuals subject to unlimited tax liability in Germany depends on the one hand on the specific conditions and therefore the tax qualification of the Securities (financial innovation or non-financial innovation within the meaning of Section 20(2) sent. 1 no. 4 of the Income Tax Act (“**EStG**”)) and on the other hand on the time at which the Securities are acquired and disposed of. Whether or not a Security qualifies as **financial innovation** – basically – depends on whether the (even partial) **return of the capital granted** and/or any **consideration for the capital granted has been** promised (if so, then **financial innovation**) or not (e.g., securities without guaranteed return of capital and without promised yield) according to the terms of the Securities.

Given the substantial changes made to the taxation of capital investments implemented through the Business Tax Reform Act 2008 (*Unternehmensteuerreformgesetz 2008*) (inter alia the introduction of a flat-rate tax regime for capital investments (*Abgeltungssteuer*)), the following summary addresses both the current legal situation and the future legal situation in consideration of the transitional rules and the dates of application.

(a) **Taxation under current law**

(aa) *Taxation as financial innovation*

Assuming the Securities are qualified as financial innovations, gains realised on the sale or redemption of the Securities held as **private assets** are considered as income from capital investments (*Einkünfte aus Kapitalvermögen*) and thus are generally subject to the German Income Tax (*Einkommensteuer*) plus 5.5 per cent. solidarity surcharge on the income tax due (plus, under certain circumstances, church tax). In turn, losses can generally be offset against other positive income as negative income from capital investments.

According to the jurisprudence of the German Federal Fiscal Court (“**BFH**”), however, both tax liability and the ability to offset losses depend on the specific terms of the securities in the given case. For instance, in a decision dated 4 December 2007 (VIII R 53/05), the BFH ruled that gains realised on the sale or redemption of securities for which the return of a part of the capital was guaranteed, are taxable with respect to that part attributable to the guaranteed minimum capital repayment. If, for example, the guaranteed minimum capital repayment amounts to 10 per cent. of the capital investment, only 10 per cent. of the gain realised upon a disposal or redemption is taxable. The decision does not explicitly address potential losses realised. However, if any losses arise in an instance where a minimum capital repayment of 10

per cent. has been guaranteed, then at most 10 per cent. of the losses should be off-settable against other income as negative income from capital investments.

In case the Securities are held as **business assets** of an individual resident in Germany, the gains and losses from their sale or redemption are subject to the income tax in full. In this case the recent case law referenced to above does not lead to a different result as it applies to Securities held as private assets only. In case the Securities are held as commercial business assets, the gains and losses realised upon the sale or redemption of the Securities are also subject to German trade tax (*Gewerbsteuer*).

If the Securities are kept in a securities deposit account at a German banking or financial services institution or a German branch of a foreign banking or financial services institution (the “**Disbursing Agent**” which, as of the application of the flat-rate tax, also comprises German securities trading companies and securities trading banks, see below), upon their **sale or redemption** a 30 per cent. withholding tax (meaning a deduction by the Disbursing Agent from the payments made to the investor) is withheld on the earnings received upon sale or redemption (plus 5.5 per cent. solidarity surcharge on that tax plus, under certain circumstances, church tax). The withholding tax on the earnings received upon sale or redemption is levied on the difference between the income realised on sale or redemption and the purchase price paid for the Securities, provided the Securities were kept continuously in a securities deposit account at the same institution since their acquisition. If the custodian changed after the acquisition of the Securities, tax is levied on an amount corresponding to 30 per cent. (plus 5.5 per cent. solidarity surcharge on this tax plus, under certain circumstances, church tax) of the proceeds realised upon the sale or redemption. Under German law the issuer of the Securities is not obligated to withhold taxes on the sale or redemption of the Securities as long as it does not act as Disbursing Agent for the investor.

The withholding tax withheld is credited towards the investor’s final income tax in the tax assessment in which the income has to be declared. Individuals resident in Germany are entitled to claim an annual tax-exempt allowance for income from capital investments in the amount of EUR 750 (*Sparerfreibetrag*) and an annual lump sum deduction amounting to EUR 51 for expenses (*Werbungskosten*) related to income from capital investments (including interest income) (EUR 1,500 and EUR 102 respectively for jointly filing married couples). Individual investors may claim the tax-exemption for payments received as long as the Securities are not attributable to their business assets in Germany and if they file a withholding tax exemption certificate with the Disbursing Agent. In this case, the Disbursing Agent will withhold no taxes up to the amount stated in the withholding tax exemption certificate (regarding the maximum amounts, see above) – taking into account other income from capital investments. The Disbursing Agent will also not withhold any taxes if the investor provides to the paying agent a non-assessment certificate (*Nichtveranlagungsbescheinigung*) from the local tax office.

(bb) Taxation as non-financial innovation

If the Securities are not qualified as financial innovations, gains realised upon the sale or redemption of the Securities held as **private assets** are not considered as income from capital investments within the meaning of Section 20 EStG. In the context of Section 23 EStG such gains or losses are considered taxable gains or losses from private disposals (*private Veräußerungsgeschäfte*) if the Securities are sold or redeemed **within one year** after being acquired. If the investor acquires several Securities at different times, the first acquired are considered the first sold.

Gains realised on personal disposals are fully subject to taxation if – alone or together with other gains realised on private disposals – they amount to at least EUR 600 within a calendar year. Gains below the limit of EUR 600 are tax-free. The losses realised during the calendar year can only be offset against other gains from private disposals. If such an offset is not possible in the year in which the loss was realised, the loss can be carried backwards to the previous year or forward to future years and – subject to certain restrictions – offset against other gains realised on private disposals in other assessment periods.

If the Securities are held longer than one year, gains realised on their disposal or redemption are not taxable, provided they are held as private assets. In this case, losses realised cannot be claimed by the taxpayer.

If the Securities are held as **business assets** of an individual resident in Germany, the gains and losses realised on the sale or redemption of the Securities are subject to income tax in the full amount. If the Securities are held as commercial business assets, the gains and losses realised on the sale or redemption of the securities are also subject to trade tax.

The proceeds of the sale or redemption of Securities which are not qualified as financial innovations are not subject to withholding tax. Taxable amounts, if any, have to be declared in the tax assessment process.

(b) Taxation according to the flat-rate tax (Abgeltungssteuer)

A so-called flat-rate tax on income from capital investments held as **private assets** was introduced by the Business Tax Reform Act 2008 (*Unternehmensteuerreformgesetz 2008*) for investors subject to unlimited tax liability in Germany. The flat-rate tax does not only comprise interest, dividends and option-premiums, among other things, but also the gains realised upon the sale or redemption of securities regardless of a holding period. The tax rate generally amounts to 25 per cent. (plus a 5.5 per cent. solidarity surcharge thereon and, under certain circumstances, church tax, where in that case the flat-rate tax is reduced in an amount equal to 25 per cent. of the church tax payable on the income from that capital investment). There is an annual tax-exempt allowance of EUR 801 for individual taxpayers and EUR 1,602 for married

couples filing jointly for each assessment period as expenses related to income from capital investments. Actual expenses related to income from capital investments may not be deducted.

If the flat-rate tax applies, the following applies regarding the deduction of withholding taxes:

If the Securities have been kept in a securities deposit account at a Disbursing Agent (including accounts at German securities trading companies or German securities trading banks) since their acquisition, the Disbursing Agent will levy a withholding tax at a rate of 25 per cent. (plus a solidarity surcharge thereon and, under certain circumstances, church tax if applicable, see above) on the gain realised upon disposal or redemption. If the Securities have not been held by the same Disbursing Agent since their acquisition, upon the disposal or redemption of the Securities, the agent will levy a withholding tax of 25 per cent. (plus a solidarity surcharge and plus, under certain circumstances, church tax, see above) on 30 per cent. of the proceeds from the disposal or redemption of the Securities unless the actual acquisition costs for the Security were proven through a certificate of the previous Disbursing Agent or a bank or financial services institution resident in one of the member states of the European Union or another treaty state of the EEA Treaty.

The withholding of the flat-rate tax, in principle, has discharging effect for investors which hold their Securities as private assets.

If the investor's personal income tax rate is lower than the flat-rate tax rate, the investor can apply for an income tax assessment according to the general rules. However, in that case the expenses actually incurred in connection with that income cannot be deducted as expenses related to income from capital investments either.

If the Securities are kept at a foreign bank or financial services institution, the investor must declare its income realised upon a disposal or redemption in its general income tax return, as in this case no German withholding tax is withheld.

If the Securities are held as **business assets** by the investor, or the respective income therefrom is part of income from leasing and letting, all gains are subject to income tax and losses are deductible – as according to current law. In this case, the investor's personal tax rate applies rather than the flat-rate tax of 25 per cent. (plus a solidarity surcharge and, under certain circumstances, church tax). Further, gains and losses must also be considered for trade tax purposes if the Securities are held as business assets of a commercial business situated in Germany.

(c) Time of application of the flat-rate tax

(aa) Taxation as financial innovation

Income from Securities, which are qualified as financial innovations, which is realised upon disposal or redemption is subject to the flat-rate tax if it is received (*zugeflossen*) after 31 December 2008.

(bb) Taxation as non-financial innovation

In case of Securities which are not qualified as financial innovations, the following rules apply with respect to the application of provisions governing the flat-rate tax:

- If the Securities are acquired after 31 December 2008, gains or losses realised upon the disposal or redemption are subject to the flat-rate tax regardless of a holding period.
- If the Securities are acquired prior to 1 January 2009 and disposed of or redeemed **within one year** following their acquisition, the taxation rules under current law apply; i.e., a resulting gain is taxable at the investor's personal income tax rate, and losses may be offset against gains from other private disposals; the flat-rate tax does not apply.
- If the Securities are acquired prior to 1 January 2009 and disposed of or redeemed prior to 1 July 2009, the resulting gain or loss is not recognized for tax purposes if the securities are disposed of or redeemed after the **expiration of one year** following their acquisition.
- If the Securities are acquired prior to 1 January 2009 but disposed of or redeemed after 30 June 2009 and **after the expiration of one year** following their acquisition, any resulting gain or loss will always be subject to the flat-rate tax regardless of a holding period.

(d) Losses

If the flat-rate tax applies, losses realised from Securities can be offset against other income from capital investments only; a set-off against other kinds of income is excluded. Losses cannot be carried backwards but may be carried forward indefinitely. Losses realised from Securities which were acquired prior to 1 January 2009 and which are disposed of or redeemed within a one-year period can, for a limited time (until 2013), be offset against gains realised on disposals within the meaning of Section 20(2) EStG, already subject to the flat-rate tax. However, losses resulting from the disposal of stocks can only be offset against gains realised upon the disposal of stocks.

3.2 Corporations with unlimited tax liability in Germany

If the Securities are held as business assets of a corporation subject to unlimited tax liability in Germany, all gains realised upon the disposal or redemption thereof will be taxable, and all losses will be tax deductible. This applies regardless of whether or not the Securities are structured as financial innovations.

A withholding tax generally will not be withheld by the Disbursing Agent for gains realised upon the disposal or redemption of Securities as long as the income is received after 31 December 2008.

3.3 Persons without unlimited tax liability in Germany

Investors not resident in Germany are generally not taxable in Germany with respect to the income they realise on Securities, and a withholding tax is generally not levied (even if the Securities are qualified as financial innovations and kept in a securities deposit account at a Disbursing Agent). Exceptions may be applicable; for example, if the Securities are held as business assets of an investor's permanent establishment in Germany (domestic permanent establishment or domestic permanent representative), the income qualifies as other income from German sources (e.g., income from leasing and letting), or formal requirements are not satisfied.

4. AUSTRIA

Investors should be aware that this overview cannot be used as a substitute for individual tax advice and is not intended to be definitive. There can be no guarantee that the Austrian tax authorities will adopt the same interpretation of the matters set out below as the Issuer and due to changes in the settled practice of Austrian tax authorities or Austrian case law, the tax treatment of alternative investments may, even retroactively, vary and lead to different results than those set out herein. There is no specific Austrian case law or other binding legal guideline available on the tax treatment of the Securities.

4.1 Tax treatment of Austrian tax resident investors

(a) *Private investors*

Pursuant to Section 124b Z 85 of the Austrian Income Tax Act (*Einkommensteuergesetz*; "EStG"), income received from index securities and similarly structured products that are issued on or after 1 March 2004 is qualified as investment income (Section 27 EStG) for Austrian income tax purposes. According to the settled practice of Austrian tax authorities Section 124b Z 85 EStG may as well be applied to securities under which the investor has a right for repayment of the investment and the amount of such repayment depends on the performance of single equities or commodities which, at their entirety, do not amount to an index (Austrian Federal Ministry of Finance (*Bundesministerium für Finanzen*, "BMF"), EStR 2000 para. 6198a).

Any difference between the issue price and the repurchase price of the security at maturity due to the performance of the reference underlying is treated as interest (Section 27(2)(2) EStG) for Austrian income tax purposes. Equally, any positive difference due to the performance of the reference underlying that is realised upon the disposal of a security prior to maturity is treated as investment income.

Interest received by an investor resident in Austria for tax purposes is subject to Austrian income tax. In case of a private investor, income tax is levied at the time the interest is received, i.e. according to the settled practice of Austrian tax authorities at the end of the

calculation period or upon the disposal of the Securities. A private investor is not taxed on the increase in value of the security due to the positive performance of the reference underlying or the price of the security at the stock exchange prior to maturity or disposal.

If a security is held by a private investor resident in Austria for tax purposes and interest is paid by an Austrian coupon-paying agent (generally the Austrian depository), capital withholding tax at a rate of 25 per cent. is triggered. For a private individual investor such capital withholding tax is final provided that the security is both legally and actually publicly offered (BMF, EStR 2000 para. 7799). If such an investor's applicable average income tax rate is below 25 per cent., the investor may file an income tax return including the interest income and apply for assessment of his income tax liability based on his income tax return. In the absence of an Austrian coupon-paying agent the investor must file an income tax return and include the interest received. Income tax will be levied at a special rate of 25 per cent. (Section 37(8) EStG; BMF, EStR 2000 para. 7377a). A deduction of expenses that are directly economically connected to the securities, if the income received thereunder is subject to flat and final capital withholding tax or to the special income tax rate of 25 per cent., is not available.

If interest is realised upon disposal of the security prior to maturity or the end of the calculation period the seller will be taxed on a fraction of the interest accrued at the time the security is alienated (*Stückzinsen*). Such fraction of interest is subject to the (withholding) tax treatment described above.

(b) *Business investors*

Income from a security held as a business asset constitutes business income.

A corporation subject to unlimited corporate income tax liability in Austria receiving such income will be subject to Austrian corporate income tax at a rate of 25 per cent.

Flat and final capital withholding tax at a rate of 25 per cent. is triggered if the security is held by an individual investor resident in Austria for tax purposes and the interest is paid by an Austrian coupon-paying agent. In the absence of an Austrian coupon-paying agent, income tax at a special flat rate of 25 per cent. will be due. A deduction of expenses that are directly economically connected to the securities, if the income received thereunder is subject to flat and final capital withholding tax or to the special income tax rate of 25 per cent., is not available.

(c) *Products with a leverage of at least five*

If a leveraged product has a leverage of at least five (i.e., the initial investment amounts to 20 per cent. or less of the value of the underlying at the time the leveraged product is issued), the positive income from such product is qualified as capital gain rather than investment income.

In case of a private investor, capital gains are subject to Austrian income tax only if the leveraged product is sold within one year after its acquisition (so-called speculative transaction). After a holding period of one year, the capital gain would not be subject to Austrian income tax.

Capital gains from at least five-time leveraged products that are held as business assets are subject to income tax at the regular rates of up to 50 per cent. in case of an individual investor or corporate income tax at a rate of 25 per cent. in case of a corporate investor, irrespective of a certain holding period.

(d) Risk of a qualification as units in a non-Austrian investment fund

A non-Austrian investment fund is any pool of assets (except real estate) irrespective of its legal form that is subject to non-Austrian law and, according to applicable law, statute or actual conduct, is invested according to the principles of risk spreading (Section 42(1) of the Austrian Investment Fund Act; *Investmentfondsgesetz*; “InvFG”). According to Austrian tax authorities, the provisions for non-Austrian investment funds may apply to securities issued by a non-Austrian issuer the repurchase price of which exclusively depends on the performance of a reference underlying (i.e., index securities). Such qualification of an index security as a unit in a non-Austrian investment fund may lead to a different tax result for the investor.

An index security is, however, not qualified as a unit in a non-Austrian investment fund pursuant to Sections 42 et seq. InvFG if the amount to be repaid at maturity exclusively depends on the performance of the value of certain securities and neither the issuer nor a trustee nor a direct or indirect subsidiary of the issuer actually acquires the majority of the securities comprised by the index for the purposes of issuing the index securities nor actively manages the assets comprised by the index (BMF, InvFR 2003 para. 277 et seq.). The BMF currently reviews the InvFR 2003. The risk of the qualification of a Security as unit in a non-Austrian investment fund must be assessed on a case-by-case basis.

4.2 Tax treatment of non-Austrian tax resident investors

(a) Austrian income tax liability

Pursuant to Section 98(1)(5) EStG, interest received under securities by a non-resident investor for tax purposes are basically not subject to Austrian income tax. If interest is paid by an Austrian coupon-paying agent, 25 per cent. withholding tax is triggered unless the non-Austrian resident individual investor proves his non-resident status for tax purposes to the Austrian coupon-paying agent by presenting an official picture identification card. In addition, Austrian citizens or citizens of an Austrian neighbouring state have to provide a written declaration that they neither have a domicile nor their habitual place of abode in Austria. Further, the securities under which the interest is paid must be deposited with an Austrian bank (BMF, EStR 2000 para. 7775 et seq.). In case the investor is not an individual, the coupon-

paying agent is discharged from its withholding obligation if the investor provides the coupon paying agent with an exemption declaration, a copy of the exemption declaration with the investor's tax identification number stated on it is forwarded to the competent tax office via the coupon-paying agent and the securities are deposited with an Austrian credit institution.

Income from speculative transactions in connection with the Securities received by a non-resident investor for tax purposes should not be subject to Austrian income tax. Pursuant to Section 98(1)(7) EStG non-residents for tax purposes are subject to Austrian income tax with income from speculative transactions only if the speculative transaction relates to Austrian real estate or Austrian rights that are governed by the civil law provisions applicable to real estate. This is not assumed to apply with respect to the Securities.

(b) Austrian EU Source Tax Liability

Directive 2003/48/EC of 3 June 2003 was implemented into Austrian domestic law by the enactment of the Austrian EU Source Tax Act (*EU-Quellensteuergesetz*; "EU-QuStG"). Accordingly, interest paid by an Austrian coupon-paying agent to an individual beneficial owner resident in another EU member state is subject to EU source tax at a rate of currently 15 per cent. (as of 1 July 2008: 20 per cent.; as of 1 July 2011: 35 per cent.). Interest within the meaning of the EU-QuStG is, among others, interest paid or credited to an account, relating to debt claims of every kind, whether or not secured by mortgage and whether or not carrying a right to participate in the debtor's profits, and, in particular, income from government securities and income from bonds or debentures, including premiums and prizes attaching to such securities, bonds or debentures.

An exemption from EU source taxation applies, among others, if the beneficial owner of the interest forwards to the Austrian paying agent documentation issued by the tax office where the tax payer is resident, stating (i) the beneficial owner's name, address and tax identification number (in the absence of a tax identification number the beneficial owner's date and place of birth), (ii) the paying agent's name and address, (iii) the beneficial owner's address and account number or the security identification number. Further, EU source tax is not triggered if interest within the meaning of the EU-QuStG is paid to an institution within the meaning of Section 4(2) EU-QuStG resident in another EU Member State and this institution agrees upon written request of the Austrian paying agent to enter into a simplified information exchange procedure with the Austrian paying agent.

In case of securities the value of which depend directly on the value of a reference underlying (securities) and which do not provide for a capital protection to the investor (guaranteed interest is sufficient to constitute a capital protection within the present context), it depends on the reference underlying whether and to what extent EU source tax may be triggered. Income received from securities referring stocks or stock-indices does not qualify as interest within the EU-QuStG. Equally, income from securities referring to bond indices does not qualify as

interest within the meaning of the EU-QuStG if the index comprises at least five bonds of different issuers and one of the bonds does not amount to more than 80 per cent. of the index. In case of dynamic securities this 80 per cent. threshold must be met during the entire term of the security. Under static securities, changes to the weighting of the index occurring after the issue of the security are not taken into consideration. These rules correspondingly apply to securities referring to fund indices, i.e. the income does not qualify as interest within the EU-QuStG if the index comprises at least five different funds, provided one fund does not amount to more than 80 per cent. of the index. In case of securities referring to mixed indices consisting of both bonds and funds, income from such security is not qualified as interest within the meaning of the EU-QuStG if the index comprises at least five bonds and five funds each of different issuers and one of the bonds or funds does not amount to more than 80 per cent. of the index. Finally, income from securities is not qualified as interest within the meaning of the EU-QuStG if the securities refer to metals, currencies, exchange rates and the like.

Under securities the value of which depends directly on the value of a reference underlying and which provide for capital protection (capital protection is deemed to include any warranty of repayment of a minimum amount of the capital invested) to the investor, any guaranteed interest or other consideration for the commitment of capital (minimum coupon, issuing discount, premium at maturity, etc) is qualified as interest within the meaning of the EU-QuStG. The qualification of amounts that are not guaranteed depends on the underlying reference asset(s). If the reference portfolio consists of bonds, interest rates or inflation rates the income from the securities is interest within the meaning of the EU-QuStG. In contrast, if the reference portfolio consists of equities (stocks, stock indices or stock baskets), metals, currencies or exchange rates etc., the income from such securities does not qualify as interest within the meaning of the EU-QuStG. If a security refers to funds, the income from the securities is qualified as interest within the EU-QuStG to the extent the income of the funds consists of interest payments within the EU-QuStG. Finally, if the reference portfolio consists of securities the income from which does not qualify as interest within the EU-QuStG, the income from the referring securities is also not considered as interest within the EU-QuStG (Information from the BMF dated 1 August 2005).

5. EUROPEAN UNION DIRECTIVE ON TAXATION OF SAVINGS INCOME

The European Union has enacted a directive governing the taxation of savings income (Council Directive 2003/48/EC). The directive requires member states to provide the tax authorities of other member states with information about the payment of interest or similar income paid by a person to an individual resident in another member state, except for Austria, Belgium and Luxembourg, which instead will levy a withholding tax on such payments as part of a tax withholding system during a transitional period, which will raise to 35 per cent. over the course of the transition period if they do not decide otherwise during that time.

The directive was implemented in Germany through the Interest Information Regulation, which took effect on 1 July 2005.

SELLING RESTRICTIONS

The statements which follow are of a general nature. Potential investors in each jurisdiction must ensure that they are able validly to take delivery of the Securities and any assets into which they may convert or be settled. Additional certifications may be required by the Issuer and/or any Clearing Agent at the time of exercise and/or settlement.

1. GENERAL

No action has been or will be taken by the Issuer 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 any Securities, or distribution of any offering material relating to the Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligation on the Issuer.

2. EUROPEAN ECONOMIC AREA

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), the Securities may, with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”), be offered to the public in that Relevant Member State only if the following conditions as well as any additional provisions applicable in a Relevant Member State are complied with:

- (a) the offer of the Securities to the public starts or occurs within a period of 12 months beginning on the date of publication of this Base Prospectus approved by BaFin and, if the Securities are offered to the public in any Relevant Member State other than Germany, this Base Prospectus as well as any Supplements have been notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive; or
- (b) the Securities are offered to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities; or
- (c) the Securities are offered to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or
- (d) the Securities are offered to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than EUR 43,000,000 and (3) an annual net turnover of more than EUR 50,000,000, as shown in its last annual or consolidated accounts; or

- (e) the Securities are offered in any other circumstances fulfilling any of the exemptions set forth in Article 3(2) of the Prospectus Directive,

provided that no offer of Securities referred to in (b) to (e) shall require the Issuer to publish a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression “**offer of Securities to the public**” in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

3. THE NETHERLANDS

Securities which qualify as savings certificates as defined in the Savings Certificates Act (“*Wet inzake spaarbewijzen*”) may only be transferred or accepted through the mediation of either the Issuer or an admitted institution of Euronext Amsterdam N.V. with due observance of the Savings Certificates Act and its implementing regulations (including registration requirements), provided that no mediation is required with respect to:

- (a) the initial issue of those Securities to the first holders thereof;
- (b) any transfer and delivery by individuals who do not act in the conduct of a profession or trade; and
- (c) the issue and trading of those Securities, if they are physically issued outside The Netherlands and are not distributed in The Netherlands in the course of primary trading or immediately thereafter.

4. UNITED STATES OF AMERICA

The Securities have not been and will not be registered under the Securities Act of 1933 (as amended) (the “**Securities Act**”) and trading in the Securities has not been and will not be approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act of 1922.

The Securities may not at any time be offered, sold, delivered, traded or exercised, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. person and a U.S. person may not, at any time, directly or indirectly, maintain a position in the Securities. Offers, sales, trading or deliveries of the Securities in the United States or to, or for the account or benefit of, U.S. persons may constitute a violation of the United States law governing commodities trading. Exercise of the Securities will be conditional upon

certification as to non-U.S. beneficial ownership. Terms used in this paragraph have the meanings given to them in Regulation S under the Securities Act.

The Issuer will not offer, sell or deliver the Securities at any time within the United States or to, or for the account or benefit of, any U.S. person, and it will require all those dealers participating in the distribution of the Securities not to offer, sell, deliver or trade at any time, directly or indirectly, any Securities in the United States or to, for the account or benefit of, any U.S. person. In addition, the Issuer will send to each dealer to which it sells Securities at any time a confirmation or other notice setting forth the restrictions on offers, sales and deliveries of the Securities in the United States or to, or for the account or benefit of, U.S. persons. As used in this and the above paragraph, “**United States**” means the United States of America, its territories or possessions, any state of the United States, the District of Columbia or any other enclave of the United States government, its agencies or instrumentalities, and “**U.S. person**” means:

- (a) any person who is a U.S. person as defined in Regulation S under the Securities Act;
- (b) any person or entity other than one of the following:
 - (1) a natural person who is not a resident of the United States;
 - (2) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a jurisdiction other than the United States and which has its principal place of business in a jurisdiction other than the United States;
 - (3) an estate or trust, the income of which is not subject to United States income tax regardless of source;
 - (4) an entity organised principally for passive investment such as a pool, an investment company or similar entity, provided that units of participation in the entity held by U.S. persons represent in the aggregate less than 10 per cent. of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by U.S. persons;
or
 - (5) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

5. UNITED KINGDOM

The Issuer represents, warrants and agrees that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “**FSMA**”)) in connection with the issue or sale

of any 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 that it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

GENERAL INFORMATION

Authorisation

The Issuer's managing board, in its capacity as the Issuer's representative, is responsible for issuing debt instruments. The Issuer's managing board has delegated the issue of debt instruments, including the Securities, to the Group Asset and Liability Committee pursuant to a resolution dated 17 December 2003. In addition, the issue of Securities has been approved by the Issuer's supervisory board pursuant to a resolution dated 16 January 2008 and in accordance with the Issuer's articles of association. All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of The Netherlands have been given for the issue of the Securities.

Listing

Whether or not a tranche of Securities will be listed on one or more stock exchange(s) or unofficial market(s), e.g. the *Freiverkehr* of a German stock exchange, or not at all, will be set forth in the relevant Final Terms.

Following notification of the approval of this Base Prospectus in accordance with Section 18(1) WpPG, the Securities may be admitted to trading in the regulated markets or included in the unofficial market segments of, and/or listed on, the stock exchanges of several EEA States and/or offered to the public within the EEA States which have been notified. Information will be set forth in the relevant Final Terms as to which EEA States were the addressees of notifications.

Increases

In case of an increase of MINI Future Certificates having been offered on the basis of the base prospectus relating to MINI Future Certificates dated 14 September 2007 as supplemented by the supplements dated 16 April 2008, 7 July 2008 and 8 August 2008 (the "**2007 Base Prospectus**"), the sections (i) "*Form of Final Terms*" and "*Muster der Endgültigen Bedingungen*", (ii) "*General Conditions*" and "*Allgemeine Bedingungen*" and (iii) "*Product Conditions*" and "*Produktbedingungen*" contained in this Base Prospectus will be replaced by the sections (i) "*Form of Final Terms*" and "*Muster der Endgültigen Bedingungen*", (ii) "*General Conditions*" and "*Allgemeine Bedingungen*" and (iii) the relevant "*Product Conditions*" and "*Produktbedingungen*" contained in the 2007 Base Prospectus. For this purpose the sections (i) "*Form of Final Terms*" and "*Muster der Endgültigen Bedingungen*", (ii) "*General Conditions*" and "*Allgemeine Bedingungen*" and (iii) all "*Product Conditions*" and "*Produktbedingungen*" contained in the 2007 Base Prospectus are incorporated by reference into this Base Prospectus pursuant to Section 11(1) WpPG.

Available Documents

During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of the following documents will be available (i) free of charge upon request from the principal administrative office of the Issuer (Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands, attn.: ABN AMRO Investor Relations Department) and from the office of each Paying Agent as specified in the relevant Final Terms, and (ii) via the Issuer's website (www.abnamromarkets.com or any successor website):

- (a) the Registration Document;
- (b) this Base Prospectus and any Supplements;
- (c) the base prospectus relating to MINI Future Certificates dated 14 September 2007 as supplemented by the supplements dated 16 April 2008, 7 July 2008 and 8 August 2008; and
- (d) any Final Terms, provided, however, that any Final Terms relating to Securities that are neither admitted to trading in an regulated market within the European Economic Area nor offered within the European Economic Area in circumstances requiring publication of a prospectus under the Prospectus Directive will be made available exclusively to Holders who have submitted proof to the Issuer or the Principal Paying Agent, which proof must be satisfactory for the Issuer or the Principal Paying Agent, as the case may be, of their Securities holdings and their identity.

A copy of the Guarantee (declaration pursuant to Article 403 of the Netherlands Civil Code) may be obtained from the commercial register kept with the chamber of commerce of Amsterdam, De Ruyterkade 5, P.O. Box 2852, 1000 CW Amsterdam, The Netherlands.

Investors are recommended to read the available documents, which contain additional information, including information about the financial condition and the business situation of the Issuer, the Guarantor and the Group.

Notices with regard to the Securities

All notices under the General Conditions and/or the Product Conditions shall either (i) be published on the Issuer's website (or any successor website) and shall become effective upon such publication, or (ii) be delivered to the Clearing Agent and shall become effective upon such delivery, unless the relevant notice provides a different date for the effectiveness. The relevant Final Terms will specify which manner of giving notice shall apply. Additional publication requirements under mandatory provisions of law or under the rules or regulations of any relevant stock exchange shall remain unaffected.

Clearing Agents

The Securities may be accepted for clearance through Clearstream Banking AG, Frankfurt ("CBF"), Clearstream Banking, société anonyme, Luxembourg ("CBL") and Euroclear Bank S.A./N.V. as

operator of the Euroclear system (“**Euroclear**”) and/or any other or further Clearing Agent(s) as specified in the relevant Final Terms. If applicable, the relevant Securities Identification Code (WKN), the International Securities Identification Number (ISIN) as well as the Common Code allocated to the individual tranche of Securities as well as any other relevant securities identification code allocated to any tranche of Securities by any Relevant Clearing Agent will be specified in the relevant Final Terms. If the Securities are to be cleared through an additional or alternative Clearing Agent, the required additional or alternative information will be specified in the relevant Final Terms. Transactions will normally be settled not earlier than three days after the date of the transaction.

The addresses of CBF, CBL and Euroclear are as set forth below:

- Clearstream Banking AG, Frankfurt, Neue Börsenstraße 1, 60487 Frankfurt am Main, Germany;
- Clearstream Banking, société anonyme, Luxembourg, 42 avenue J.F. Kennedy, L-1855 Luxembourg; and
- Euroclear Bank S.A./N.V., 1 boulevard du Roi Albert II, B-1210 Brussels, Belgium.

FORM OF FINAL TERMS

FINAL TERMS

FINAL TERMS NO. ●

DATED ●



[NUMBER] [UNDERLYING] [TYPE OF PRODUCT] [CERTIFICATES]

PART A – CONTRACTUAL TERMS

These Final Terms give details of the issue of MINI Future Certificates under the base prospectus dated 11 September 2008 (the “**Base Prospectus**”) for the LaunchPAD Programme relating to MINI Future Certificates of ABN AMRO Bank N.V. (the “**Programme**”) and are to be read in conjunction with the Base Prospectus, as amended, and with the General Conditions and the relevant Product Conditions contained in the Base Prospectus. The Base Prospectus constitutes the base prospectus of ABN AMRO Bank N.V. for the purposes of Directive 2003/71/EC of the European Parliament and of the Council (the “**Prospectus Directive**”) in respect of non-equity securities within the meaning of Article 22(6) No. 4 of Commission Regulation (EC) no. 809/2004 dated 29 April 2004, as amended. For the purposes of Article 5.4 of the Prospectus Directive, these Final Terms contain the final terms of the MINI Future Certificates described herein. Capitalised terms defined in the General Conditions and the relevant Product Conditions but not otherwise defined herein shall have the same meanings when used in these Final Terms. Full information on the Issuer and the offer of the MINI Future Certificates is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus is available for inspection at ABN AMRO BANK N.V., Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands, and copies of the Base Prospectus may be obtained free of charge from ABN AMRO BANK N.V., Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands. The terms and conditions applicable to the MINI Future Certificates (the “**Conditions**”) are attached to, and form part of, these Final Terms and replace in full the General Conditions and the Product Conditions as set out in the Base Prospectus and take precedence over any conflicting provisions in these Final Terms.

Issuer: ABN AMRO Bank N.V., acting through [its principal office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands][its London branch at 250 Bishopsgate, London EC2M 4AA][**specify other branch**]

Clearing Agents: [Clearstream Banking AG, Frankfurt]
[Clearstream Banking société anonyme, Luxembourg]
[Euroclear Bank S.A./N.V. as operator of the Euroclear system]
[other]

Form: [Global Security][Dematerialised]
[specify further details]

Holder: [As specified in General Condition 2]
[specify further details]

Issue Date: []

Notices to Holders: All notices under the General Conditions and/or the Product Conditions shall be [published on the Issuer's website [**insert Issuer's website**] (or any successor website) and shall become effective upon such publication][shall be delivered to the Clearing Agent and shall become effective upon such delivery], unless the relevant notice provides a different date for the effectiveness. Additional publication requirements under mandatory provisions of law or under the rules or regulations of any relevant stock exchange shall remain unaffected.

Principal Paying Agent: ABN AMRO Bank N.V., 250 Bishopsgate, London EC2M 4AA

Paying Agent: **[insert relevant Paying Agent]**

Calculation Agent: ABN AMRO Bank N.V., 250 Bishopsgate, London EC2M 4AA

Substitution of the Issuer: [As specified in General Condition 8(a)]
[specify further or other requirements]

Language of Conditions: [English][German][English with a non-binding German

translation attached][German with a non-binding
English translation attached]

COMMODITY MINI FUTURE CERTIFICATES

Series: [] Commodity MINI Future [Long][Short]
Certificates Series []

Issue Price: []
[An indication of the expected price at which the
MINI Future Certificates will be offered or the
pricing method and the process for its disclosure. An
indication of the amount of any expenses and taxes
specifically charged to the subscriber or purchaser.]

Additional Market Disruption Events: [None][specify details]

Business Day: [As specified in Product Condition 1][specify other
Business Day]

Cash Amount: [As specified in Product Condition 1][specify other
Cash Amount]

Commodity: [specify relevant Commodity]

Current Financing Level on the Issue Date: []

Current Funding Spread on the Issue Date: []

**Current Stop Loss Premium Rate on the
Issue Date:** []

Entitlement: []

Exchange: []

Exercise Time: []

Final Reference Price: [As specified in Product Condition 1][specify other
Final Reference Price]

Financing Level Currency: []

Initial Leverage: []

Issuer Call Commencement Date: []

Issuer Call Notice Period: []

Maximum Funding Spread: []

Maximum Premium: []

Minimum Premium: []

Relevant Number of Trading Days: For the purposes of the:

Issuer Call Date: []

Valuation Date: []

Reset Date: [] [15th day]

Settlement Currency: []

Settlement Date: []

[No later than the fifth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date]

Stop Loss Event: [As specified in Product Condition 1][**specify other Stop Loss Event**]

Stop Loss Price on the Issue Date: []

Stop Loss Reset Date: [] [15th day]

Stop Loss Price Rounding: [[Upwards]¹ [Downwards]² to the nearest whole unit of the Financing Level Currency][**specify other rounding convention**]

Stop Loss Termination Reference Price: [As specified in Product Condition 1][**specify other Stop Loss Termination Reference Price**]

Valuation Date(s): []

[The last Trading Day in March of each year, commencing no earlier than one year after the Issue Date]

Valuation Time: []

Changes in the Conditions: []⁵

Securities Identification Codes:

ISIN: []

WKN: []

Other securities identification code: []

¹ Insert in the case of a Long Certificate.

² Insert in the case of a Short Certificate.

⁵ When making such changes, it must be determined whether such Conditions qualify as “important new facts” pursuant to Section 16 WpPG and Article 16 of the Prospectus Directive. If they do so qualify, a supplement to this Base Prospectus would have to be prepared.

COMMODITY MINI FUTURE QUANTO CERTIFICATES

Series: [] Commodity MINI Future [Long][Short]
Quanto Certificates Series []

Issue Price: []
[An indication of the expected price at which the
MINI Future Certificates will be offered or the
pricing method and the process for its disclosure. An
indication of the amount of any expenses and taxes
specifically charged to the subscriber or purchaser.]

Additional Market Disruption Events: [None][specify details]

Business Day: [As specified in Product Condition 1][specify other
Business Day]

Cash Amount: [As specified in Product Condition 1][specify other
Cash Amount]

Commodity: [specify relevant Commodity]

Current Financing Level on the Issue Date: []

Current Funding Spread on the Issue Date: []

**Current Stop Loss Premium Rate on the
Issue Date:** []

Entitlement: []

Exchange: []

Exercise Time: []

Final Reference Price: [As specified in Product Condition 1][specify other
Final Reference Price]

Financing Level Currency: []

Initial Leverage: []

Initial Quanto Maintenance Fee Level []

Issuer Call Commencement Date: []

Issuer Call Notice Period: []

Launch Date []

Maximum Funding Spread: []

Maximum Premium: []

Minimum Premium: []

Relevant Number of Trading Days: For the purposes of the:

Issuer Call Date: []

Valuation Date: []

Reset Date: [][15th day]

Settlement Currency: []

Settlement Date: []

[No later than the fifth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date]

Stop Loss Event: [As specified in Product Condition 1][**specify other Stop Loss Event**]

Stop Loss Price on the Issue Date: []

Stop Loss Reset Date: [][15th day]

Stop Loss Price Rounding: [[Upwards]¹ [Downwards]² to the nearest whole unit of the Financing Level Currency][**specify other rounding convention**]

Stop Loss Termination Reference Price: [As specified in Product Condition 1][**specify other Stop Loss Termination Reference Price**]

Valuation Date(s): []

[The last Trading Day in March of each year, commencing no earlier than one year after the Issue Date]

Valuation Time: []

Changes in the Conditions: []⁵

Securities Identification Codes:

ISIN: []

WKN: []

¹ Insert in the case of a Long Certificate.

² Insert in the case of a Short Certificate.

⁵ When making such changes, it must be determined whether such Conditions qualify as “important new facts” pursuant to Section 16 WpPG and Article 16 of the Prospectus Directive. If they do so qualify, a supplement to this Base Prospectus would have to be prepared.

Other securities identification code: []

CURRENCY MINI FUTURE CERTIFICATES

Series: [] Currency MINI Future [Long][Short]
Certificates Series []

Issue Price: []
[An indication of the expected price at which the
MINI Future Certificates will be offered or the
pricing method and the process for its disclosure.
An indication of the amount of any expenses and
taxes specifically charged to the subscriber or
purchaser.]

Additional Market Disruption Events: [None][specify details]

Business Day: [As specified in Product Condition 1][specify other
Business Day]

Cash Amount: [As specified in Product Condition 1][specify other
Cash Amount]

Underlying FX Rate [] (Bloomberg page: [])

Current Financing Level on the Issue Date: []

Current Funding Spread on the Issue Date: []

**Current Stop Loss Premium Rate on the
Issue Date:** []

Entitlement: []

Exercise Time: []

Final Reference Price: [As specified in Product Condition 1][specify other
Final Reference Price]

Financing Level Currency: []

Initial Leverage: []

Issuer Call Commencement Date: []

Issuer Call Notice Period: []

Maximum Funding Spread: []

Maximum Premium: []

Minimum Premium: []

Relevant Number of Days:	For the purposes of the:
	Issuer Call Date: []
	Valuation Date: []
Reset Date:	[] [15 th day]
Settlement Currency:	[]
Settlement Date:	[]
	[No later than the fifth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date]
Stop Loss Event:	[As specified in Product Condition 1][specify other Stop Loss Event]
Stop Loss Event (Reuters page):	[FX=][specify other Stop Loss Event (Reuters page)]
Stop Loss Price on the Issue Date:	[]
Stop Loss Price Rounding:	[[Upwards] ¹ [Downwards] ² to the next three decimal places (or, where the Financing Level Currency is Japanese Yen, one decimal place) of the Financing Level Currency][specify other rounding convention]
Stop Loss Termination Reference Price:	[As specified in Product Condition 1][specify other Stop Loss Termination Reference Price]
Termination Reference Price:	[]
Underlying Currency	[]
Valuation Date(s):	[]
	[The last Trading Day in March of each year, commencing no earlier than one year after the Issue Date]
Valuation Time:	[]
Changes in the Conditions:	[] ¹
Securities Identification Codes:	
ISIN:	[]

¹ Insert in the case of a Long Certificate.

² Insert in the case of a Short Certificate.

¹ When making such changes, it must be determined whether such Conditions qualify as “important new facts” pursuant to Section 16 WpPG and Article 16 of the Prospectus Directive. If they do so qualify, a supplement to this Base Prospectus would have to be prepared.

WKN: []

Other securities identification code: []

SINGLE STOCK MINI FUTURE CERTIFICATES

Series: Single Stock MINI Future [Long][Short]
Certificates Series []

Issue Price: [] (indicative)
[An indication of the expected price at which the MINI Future Certificates will be offered or the pricing method and the process for its disclosure. An indication of the amount of any expenses and taxes specifically charged to the subscriber or purchaser.]

Additional Market Disruption Events: [None][specify details]

Business Day: [As specified in Product Condition 1][specify other Business Day]

Cash Amount: [As specified in Product Condition 1][specify other Cash Amount]

Share: [] (ISIN: []) (Bloomberg Code: [])

Share Company: []

Current Financing Level on the Issue Date: []

Current Funding Spread on the Issue Date: []

Current Stop Loss Premium Rate on the Issue Date: []

Entitlement: []

Exchange: []

Exercise Time: []

Final Reference Price: [As specified in Product Condition 1][specify other Final Reference Price]

Financing Level Currency: []

Initial Leverage: []

Issuer Call Commencement Date: []

Issuer Call Notice Period: [][One day]

Maximum Funding Spread: []

Maximum Premium: []

Minimum Premium: []

Notional Dividend Amount: [Applicable][Not applicable]

Notional Dividend Period: [As specified in Product Condition 1][**specify other Notional Dividend Period**]

Relevant Number of Trading Days: For the purposes of the:

Issuer Call Date: []

Valuation Date(s): []

Reset Date: [][15th day]

Settlement Currency: []

Settlement Date: []

[No later than the [fifth] Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date]

Stop Loss Event: [As specified in Product Condition 1][**specify other Stop Loss Event**]

Stop Loss Price on the Issue Date: []

Stop Loss Price Rounding: [[Upwards]¹ [Downwards]² to the nearest [0.1] unit of the Financing Level Currency][**specify other rounding convention**]

Stop Loss Reset Date: [][15th day]

Stop Loss Termination Reference Price: [As specified in Product Condition 1][**specify other Stop Loss Termination Reference Price**]

Valuation Date(s): []

[The last Trading Day of March in each year, commencing no later than one year after the Issue Date]

Changes in the Conditions: []¹

¹ Insert in the case of a Long Certificate.

² Insert in the case of a Short Certificate.

¹ When making such changes, it must be determined whether such Conditions qualify as “important new facts” pursuant to Section 16 WpPG and Article 16 of the Prospectus Directive. If they do so qualify, a supplement to this Base Prospectus would have to be prepared.

Securities Identification Codes:

ISIN: []

WKN: []

Other securities identification code: []

INDEX MINI FUTURE CERTIFICATES

Series:	Index MINI Future [Long][Short] Certificates Series []
Issue Price:	[] [An indication of the expected price at which the MINI Future Certificates will be offered or the pricing method and the process for its disclosure. An indication of the amount of any expenses and taxes specifically charged to the subscriber or purchaser.]
Additional Market Disruption Events:	[None][specify details]
Business Day:	[As specified in Product Condition 1][specify other Business Day]
Cash Amount:	[As specified in Product Condition 1][specify other Cash Amount]
Index:	[insert relevant Index] (Bloomberg page: [])
Current Financing Level on the Issue Date:	[]
Current Funding Spread on the Issue Date:	[]
Current Stop Loss Premium Rate on the Issue Date:	[]
Entitlement:	[]
Exercise Time:	[]
Final Reference Price:	[As specified in Product Condition 1][specify other Final Reference Price]
Financing Level Currency:	[]
Index Early Termination:	[As specified in Product Condition 1][Not applicable]
Index Early Termination Date:	[As specified in Product Condition 1][Not applicable]
Index Early Termination Event:	[As specified in Product Condition 1][specify other Index Early Termination Event][Not applicable]
Initial Leverage:	[]
Issuer Call Commencement Date:	[]
Issuer Call Notice Period:	[]

Maximum Funding Spread: []

Maximum Premium: []

Minimum Premium: []

Notional Dividend Amount: [Applicable][Not applicable]

Notional Dividend Period: [As specified in Product Condition 1][**specify other Notional Dividend Period**][Not applicable]

Relevant Number of Trading Days: For the purposes of the:

Issuer Call Date: []

Index Early Termination Date: []

Valuation Date(s): []

Reset Date: [][15th day]

Settlement Currency: []

Settlement Date: []

[No later than the fifth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date]

Stop Loss Event: [As specified in Product Condition 1][**specify other Stop Loss Event**]

Stop Loss Price on the Issue Date: []

Stop Loss Price Rounding: [[Upwards]¹ [Downwards]² to the nearest whole [10]³ Index Point[s]³ where “**Index Point**” means the standard market quotation basis used by the Index Sponsor with respect to the Index][**specify other rounding convention**]

Stop Loss Reset Date: [][15th day]

Stop Loss Termination Reference Price: [As specified in Product Condition 1][**specify other Stop Loss Termination Reference Price**]

¹ Insert in the case of a Long Certificate.

² Insert in the case of a Short Certificate.

³ Insert if the Index is the DAX[®] Index

³ Insert if the Index is the DAX[®] Index

Valuation Date(s): []

[The last Trading Day of March in each year, commencing no earlier than one year after the Issue Date]

Changes in the Conditions: []¹

Securities Identification Codes:

ISIN: []

WKN: []

Other securities identification code: []

¹ When making such changes, it must be determined whether such Conditions qualify as “important new facts” pursuant to Section 16 WpPG and Article 16 of the Prospectus Directive. If they do so qualify, a supplement to this Base Prospectus would have to be prepared.

GOVERNMENT BOND FUTURE CONTRACTS MINI FUTURE CERTIFICATES

Series: Government Bond Future Contracts MINI Future
[Long][Short] Certificates Series []

Issue Price: []

Additional Market Disruption Events: [None][specify details]

Business Day: [As specified in Product Condition 1][specify other
Business Day]

Cash Amount: [As specified in Product Condition 1][specify other
Cash Amount]

Reference Asset: [specify relevant Government Bond Future
Contract] (ISIN: []) Screen Page: [Reuters ●]

Current Financing Level on the Issue Date: []

Current Funding Spread on the Issue Date: []

Current Stop Loss Premium Rate on the Issue Date: []

Entitlement: []

Exchange: []

Exercise Time: []

Final Reference Price: [As specified in Product Condition 1][specify other
Final Reference Price]

Financing Level Currency: []

Initial Leverage: []

Issuer Call Commencement Date: []

Issuer Call Notice Period: []

Maximum Funding Spread: []

Maximum Premium: []

Minimum Premium: []

Relevant Number of Trading Days:	For the purposes of the:
	Issuer Call Date: []
	Valuation Date(s): []
Reset Date:	[] [15 th day]
Rollover Date:	[]
Settlement Currency:	[]
Settlement Date:	[]
	[No later than the fifth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date]
Stop Loss Event:	[As specified in Product Condition 1][specify other Stop Loss Event]
Stop Loss Price on the Issue Date:	[]
Stop Loss Price Rounding:	[[Upwards] ¹ [Downwards] ² to one decimal place of the Financing Level Currency (with 0.05 being rounded [upwards] ² [downwards] ¹)] [specify other rounding convention]
Stop Loss Termination Reference Price:	[As specified in Product Condition 1][specify other Stop Loss Termination Reference Price]
Valuation Date(s):	[]
	[The last Trading Day in March of each year, commencing no earlier than one year after the Issue Date]
Changes in the Conditions:	[] ¹
Securities Identification Codes:	
ISIN:	[]
WKN:	[]
Other securities identification code	[]

¹ Insert in the case of a Long Certificate.

² Insert in the case of a Short Certificate.

¹ When making such changes, it must be determined whether such Conditions qualify as “important new facts” pursuant to Section 16 WpPG and Article 16 of the Prospectus Directive. If they do so qualify, a supplement to this Base Prospectus would have to be prepared.

**COMMODITY FORWARD CONTRACTS AND COMMODITY FUTURES CONTRACTS
MINI FUTURE CERTIFICATES**

Series: Commodity [Forward][Futures] Contracts MINI
Future [Long][Short] Certificates Series []

Issue Price: []
[An indication of the expected price at which the
MINI Future Certificates will be offered or the
pricing method and the process for its disclosure. An
indication of the amount of any expenses and taxes
specifically charged to the subscriber or purchaser.]

Additional Market Disruption Events: [None][specify details]

Business Day: [As specified in Product Condition 1][specify other
Business Day]

Cash Amount: [As specified in Product Condition 1][specify other
Cash Amount]

Reference Asset: []
Screen Page: [Reuters ●]

Current Financing Level on the Issue Date: []

Current Funding Spread on the Issue Date: []

Current Stop Loss Premium Rate on the
Issue Date: []

Entitlement: []

Exchange: []

Exercise Time: []

Final Reference Price: [As specified in Product Condition 1][specify other
Final Reference Price]

Financing Level Currency: []

Initial Leverage: []

Issuer Call Commencement Date: []

Issuer Call Notice Period: []

Maximum Funding Spread: []

Maximum Premium: []

Minimum Premium: []

Relevant Number of Trading Days: For the purposes of the:

Issuer Call Date: []

Valuation Date: []

Reset Date: [The [2nd]¹ [8th]² [9th]³ [17th]⁴ [24th]⁵ day][specify other
Reset Date]

Rollover Date: []

Settlement Currency: []

Settlement Date: []

[No later than the fifth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date]

Stop Loss Event: [As specified in Product Condition 1][specify other
Stop Loss Event]

Stop Loss Price on the Issue Date: []

Stop Loss Price Rounding: []

Stop Loss Termination Reference Price: [As specified in Product Condition 1][specify other
Stop Loss Termination Reference Price]

Valuation Date(s): []

[The last Trading Day of March in each year, commencing no earlier than one year after the Issue Date]

Valuation Time: []

Changes in the Conditions: []⁶

Securities Identification Codes:

ISIN: []

WKN: []

¹ Insert in the case of cocoa.

² Insert in the case of oil.

³ Insert in the case of coffee.

⁴ Insert in the case of aluminium, copper and sugar.

⁵ Insert in the case of wheat.

⁶ When making such changes, it must be determined whether such Conditions qualify as “important new facts” pursuant to Section 16 WpPG and Article 16 of the Prospectus Directive. If they do so qualify, a supplement to this Base Prospectus would have to be prepared.

Other securities identification code: []

**COMMODITY FORWARD CONTRACTS AND COMMODITY FUTURES CONTRACTS
MINI FUTURE QUANTO CERTIFICATES**

Series: Commodity [Forward][Futures] Contracts MINI
Future [Long][Short] Quanto Certificates Series []

Issue Price: []
[An indication of the expected price at which the
MINI Future Certificates will be offered or the
pricing method and the process for its disclosure. An
indication of the amount of any expenses and taxes
specifically charged to the subscriber or purchaser.]

Additional Market Disruption Events: [None][specify details]

Business Day: [As specified in Product Condition 1][specify other
Business Day]

Cash Amount: [As specified in Product Condition 1][specify other
Cash Amount]

Reference Asset: []
Screen Page: [Reuters ●]

Current Financing Level on the Issue Date: []

Current Funding Spread on the Issue Date: []

Current Stop Loss Premium Rate on the []
Issue Date:

Entitlement: []

Exchange: []

Exercise Time: []

Final Reference Price: [As specified in Product Condition 1][specify other
Final Reference Price]

Financing Level Currency: []

Initial Leverage: []

Initial Quanto Maintenance Fee Level []

Issuer Call Commencement Date: []

Issuer Call Notice Period: []

Launch Date: []

Maximum Funding Spread: []

Maximum Premium: []

Minimum Premium: []

Relevant Number of Trading Days: For the purposes of the:
 Issuer Call Date: []
 Valuation Date: []

Reset Date: [The [2nd]¹ [8th]² [9th]³ [17th]⁴ [24th]⁵ day][**specify other Reset Date**]

Rollover Date: []

Settlement Currency: []

Settlement Date: []
 [No later than the fifth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date]

Stop Loss Event: [As specified in Product Condition 1][**specify other Stop Loss Event**]

Stop Loss Price on the Issue Date: []

Stop Loss Price Rounding: []

Stop Loss Termination Reference Price: [As specified in Product Condition 1][**specify other Stop Loss Termination Reference Price**]

Valuation Date(s): []
 [The last Trading Day of March in each year, commencing no earlier than one year after the Issue Date]

Valuation Time: []

Changes in the Conditions: []⁶

Securities Identification Codes:

¹ Insert in the case of cocoa.

² Insert in the case of oil.

³ Insert in the case of coffee.

⁴ Insert in the case of aluminium, copper and sugar.

⁵ Insert in the case of wheat.

⁶ When making such changes, it must be determined whether such Conditions qualify as “important new facts” pursuant to Section 16 WpPG and Article 16 of the Prospectus Directive. If they do so qualify, a supplement to this Base Prospectus would have to be prepared.

ISIN: []

WKN: []

Other securities identification code: []

PART B – OTHER INFORMATION

Notification

The German Federal Financial Supervisory Authority has provided the **[specify name(s) of competent authority/authorities of host member state(s)]** with a notification of approval relating to the Base Prospectus and attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.

Listing and Admission to Trading

[Frankfurt am Main] [Stuttgart] **[other]**

[specify relevant market]

[Application [will be][has been] made for the Securities to be admitted to trading [with effect from **[specify relevant date]**].]

[No application [will be][has been] made for the Securities to be admitted to trading on any stock exchange.]

[Intended Inclusion in an Unregulated Market]

[Frankfurt Stock Exchange, Free Market (Smart Trading)] [Stuttgart Stock Market, EUWAX] **[other]**
With effect from: []¹

Regulated or equivalent markets on which, according to the knowledge of the Issuer, securities of the same category have previously been admitted to trading:

[]

[Secondary Market]

[]

The Offer

[Public offer:]

[Commencement: ●]

[Non-public offer:]

[Ending: ●]

[Country/Countries: ●]

¹ Insert only if relevant.

Conditions, Offer Statistics, Expected Timetable and Action Required to Apply for the Offer¹

Conditions to which the offer is subject: [specify details]

Total amount of the offer. If the total amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer: [specify details]

Description of the application process: [specify details]

Details of the minimum and/or maximum amount of subscription (indicating either the number of MINI Future Certificates or the aggregate investment amount): [specify details]

Method and time limits for paying up the MINI Future Certificates and for their delivery: [specify details]

An indication of the date on which the result of the offer to the public will be announced and description of the manner in which this will take place: [specify details]

Plan of Distribution of the MINI Future Certificates and their Allotment²

An indication of the various categories of potential investors to which the MINI Future Certificates are offered. If the offer is being made simultaneously in the markets of two or more countries and if a specific Tranche has been or is being reserved for certain of these, indicate any such Tranche: [specify details]

Process of notification of the amount allotted to subscribers and indication whether dealing may begin before notification is made: [specify details]

¹ Insert only in the case of an offer to the public.

² Insert only in the case of an offer to the public.

Pricing

An indication of the expected price at [specify details] which the MINI Future Certificates will be offered or the method of determining the price and the process for its disclosure. Indicate the amount of any expenses and taxes specifically charged to the subscriber or purchaser:

Interests of Private Individuals and Legal Entities involved in the Issue or the Offer

[Save for the Issuer, so far as the Issuer is aware, no person involved in the issue or offer of the MINI Future Certificates has a material interest in the issue or the offer.]

[Other interests [specify any interest and any conflict of interest material to the issue or the offer, specifying the persons involved and types of interest]]

Information on the Underlying:

[Unless such information has not already been provided elsewhere in the Conditions insert details on where the following information may be obtained:

- (a) information relating to the past and future performance of the relevant Underlying;
- (b) information relating to the volatility of the relevant Underlying;
- (c) a clear and comprehensive explanation of how the value of the investment is affected by the relevant Underlying;
- (d) information relating to the circumstances in which the investment risk is greatest and most evident;
- (e) a clear and comprehensive description of any market disruption or settlement disruption events affecting the relevant Underlying; and
- (f) a clear and comprehensive description of any adjustment rules relating to events affecting the relevant Underlying.

In the case of index-linked MINI Future Certificates or MINI Future Certificates linked to the performance of another underlying, insert the type of the underlying and details about where information about the underlying can be obtained, including, if applicable, a description of the index (if the index is composed by the Issuer). Where the underlying does not fall within the categories specified above, insert equivalent information.]

[Additional Risk Factors¹ []]

[Additional Tax Disclosure² []]

[Additional Selling Restrictions []]

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

ABN AMRO Bank N.V., London Branch][specify other branch]

¹ If additional risk factors have to be inserted, it must be determined whether such risk factors qualify as “important new facts” pursuant to Section 16 WpPG and Article 16 of the Prospectus Directive. If they do so qualify, a supplement to this Base Prospectus would have to be prepared.

² Insert information relating to withholding taxes in host member states in which the MINI Future Certificates will be offered to the public or an admission to trading of the MINI Future Certificates is being sought.

MUSTER DER ENDGÜLTIGEN BEDINGUNGEN

ENDGÜLTIGE BEDINGUNGEN

ENDGÜLTIGE BEDINGUNGEN NR.: ●

DATUM: ●



[ANZAHL] [BASISWERT] [PRODUKTART] [ZERTIFIKATE]

TEIL A – VERTRAGLICHE BEDINGUNGEN

Diese Endgültigen Bedingungen enthalten Angaben zur Emission von MINI Future Zertifikaten unter dem Basisprospekt des LaunchPAD Programms für MINI Future Zertifikate der ABN AMRO Bank N.V. (das „**Programm**“) und sind in Verbindung mit der jeweils geltenden Fassung des Basisprospekts vom 11. September 2008 (der „**Basisprospekt**“) und mit den im Basisprospekt enthaltenen Allgemeinen Bedingungen und den maßgeblichen Produktbedingungen zu lesen. Der Basisprospekt stellt in Bezug auf Nichtdividendenwerte im Sinne von Artikel 22 Abs. 6 Nr. 4 der jeweils geltenden Fassung der Verordnung (EG) Nr. 809/2004 vom 29. April 2004 den Basisprospekt der ABN AMRO Bank N.V. im Sinne der Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates (die „**Prospektrichtlinie**“) dar. Für die Zwecke von Artikel 5.4 der Prospektrichtlinie enthalten diese Endgültigen Bedingungen die endgültigen Bedingungen der hierin beschriebenen MINI Future Zertifikate. Begriffe, die in den Allgemeinen Bedingungen und in den maßgeblichen Produktbedingungen definiert sind, haben, falls diese Endgültigen Bedingungen nicht etwas anderes bestimmen, die gleiche Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden. Vollständige Informationen über die Emittentin und zum Angebot der MINI Future Zertifikate sind nur in der Zusammenschau dieser Endgültigen Bedingungen und des Basisprospekts erhältlich. Der Basisprospekt kann bei der ABN AMRO BANK N.V., Gustav Mahlerlaan 10, 1082 PP Amsterdam, Niederlande, eingesehen werden, und Kopien des Basisprospekts können kostenlos bei der ABN AMRO Bank N.V., Gustav Mahlerlaan 10, 1082 PP Amsterdam, Niederlande, bestellt werden. Die für die MINI Future Zertifikate geltenden Emissionsbedingungen (die „**Bedingungen**“) sind diesen Endgültigen Bedingungen beigelegt und bilden einen Bestandteil hiervon. Die Bedingungen ersetzen vollständig die im Basisprospekt abgedruckten Allgemeinen Bedingungen und Produktbedingungen und gehen etwaigen abweichenden Bestimmungen dieser Endgültigen Bedingungen vor.

Emittentin:	ABN AMRO Bank N.V., handelnd durch [ihre Hauptgeschäftsstelle in Gustav Mahlerlaan 10, 1082 PP Amsterdam, Niederlande][ihre Londoner Niederlassung in 250 Bishopsgate, London EC2M 4AA][sonstige Niederlassung einfügen]
Clearingstellen:	[Clearstream Banking AG] [Clearstream Banking, société anonyme] [Euroclear Bank S.A./N.V. als Betreiberin des Euroclear-Systems] [sonstige Clearingstelle einfügen]
Form:	[Globalurkunde][Dematerialisiert] [nähere Angaben einfügen]
Inhaber:	[Gemäß der Allgemeinen Bedingung 2] [nähere Angaben einfügen]
Emissionstag:	[]
Mitteilungen an die Inhaber:	Alle Mitteilungen gemäß den Allgemeinen Bedingungen und/oder den Produktbedingungen werden [auf der Internetseite der Emittentin [Internetseite der Emittentin einfügen] (oder einer Nachfolge-seite) veröffentlicht und gelten mit dem Tag der Veröffentlichung als wirksam erfolgt][an die Clearing-stelle übermittelt und gelten mit der Übermittlung als wirksam erfolgt], es sei denn, die betreffende Mit-teilung sieht ein anderes Datum für die Wirksamkeit vor. Zusätzliche Veröffentlichungsvorschriften im Rahmen zwingender gesetzlicher Vorschriften oder im Rahmen der Regeln oder Vorschriften maßgeblicher Börsen bleiben hiervon unberührt.
Hauptzahlstelle:	ABN AMRO Bank N.V., 250 Bishopsgate, London EC2M 4AA
Zahlstelle:	[maßgebliche Zahlstelle einfügen]
Berechnungsstelle:	ABN AMRO Bank N.V., 250 Bishopsgate, London EC2M 4AA

Ersetzung der Emittentin:

[Gemäß der Allgemeinen Bedingung 8(a)]

[nähere oder andere Angaben einfügen]

Sprache der Bedingungen:

[Englisch] [Deutsch] [Englisch mit unverbindlicher deutschsprachiger Übersetzung] [Deutsch mit unverbindlicher englischsprachiger Übersetzung]

MINI FUTURE ZERTIFIKATE AUF ROHSTOFFE

Serie:	Serie [] der MINI Future [Long][Short] Zertifikate auf Rohstoffe
Emissionspreis:	[] [Angabe des erwarteten Preises, zu dem die MINI Future Zertifikate angeboten werden, oder der Methode zur Preisfestsetzung und des Verfahrens für seine Veröffentlichung. Angabe des Betrags etwaiger Kosten und Steuern, die dem Zeichner oder Käufer speziell in Rechnung gestellt werden.]
Zusätzliche Marktstörungen:	[Keine][nähere Angaben einfügen]
Geschäftstag:	[Gemäß der Produktbedingung 1][anderen Geschäftstag einfügen]
Barbetrag:	[Gemäß der Produktbedingung 1][anderen Barbetrag einfügen]
Rohstoff:	[maßgeblichen Rohstoff einfügen]
Aktueller Finanzierungslevel am Emissionstag:	[]
Aktuelle Finanzierungsmarge am Emissionstag:	[]
Aktueller Stop-Loss-Aufschlagsatz am Emissionstag:	[]
Bezugsverhältnis:	[]
Börse:	[]
Ausübungszeitpunkt:	[]
Endgültiger Referenzpreis:	[Gemäß der Produktbedingung 1][anderen Endgültigen Referenzpreis einfügen]
Währung des Finanzierungslevel:	[]
Anfänglicher Hebel:	[]
Frühester Ausübungstag des Kündigungsrechts der Emittentin:	[]

Kündigungsfrist der Emittentin:	[]
Höchstfinanzierungsmarge:	[]
Höchstaufschlag:	[]
Mindestaufschlag:	[]
Maßgebliche Anzahl von Handelstagen:	Für Zwecke: des Kündigungstags der Emittentin: [] des Bewertungstags: []
Anpassungstag:	[] [15. Tag]
Abrechnungswährung:	[]
Abrechnungstag:	[] [Spätestens der fünfte Geschäftstag nach dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag bzw. dem Kündigungstag der Emittentin]
Stop-Loss-Ereignis:	[Gemäß der Produktbedingung 1][anderes Stop-Loss-Ereignis einfügen]
Stop-Loss-Marke am Emissionstag:	[]
Stop-Loss-Anpassungstag:	[] [15. Tag]
Rundung der Stop-Loss-Marke:	[[Aufrundung] ¹ [Abrundung] ² auf die nächste ganze Einheit der Währung des Finanzierungslevel][andere Rundungsregel einfügen]
Stop-Loss-Kündigungsreferenzpreis:	[Gemäß der Produktbedingung 1][anderen Stop-Loss-Kündigungsreferenzpreis einfügen]
Bewertungstag(e):	[] [Der letzte Handelstag im März eines jeden Jahres, erstmals frühestens ein Jahr nach dem Emissionstag]
Bewertungszeitpunkt:	[]
Änderungen der Bedingungen:	[] ³
Wertpapierkennnummern:	
ISIN:	[]

¹ Im Fall eines Long-Zertifikats einfügen.

² Im Fall eines Short-Zertifikats einfügen.

³ Bei der Vornahme dieser Änderungen ist zu berücksichtigen, ob diese Bedingungen "wichtige neue Umstände" gemäß § 16 WpPG bzw. Artikel 16 Prospekttrichtlinie darstellen. Wäre dies der Fall, müsste ein Nachtrag zu diesem Basisprospekt erstellt werden.

WKN: []

Sonstige Wertpapierkennnummer: []

MINI FUTURE QUANTO ZERTIFIKATE AUF ROHSTOFFE

Serie:	Serie [] der MINI Future [Long][Short] Quanto Zertifikate auf Rohstoffe
Emissionspreis:	[] [Angabe des erwarteten Preises, zu dem die MINI Future Zertifikate angeboten werden, oder der Methode zur Preisfestsetzung und des Verfahrens für seine Veröffentlichung. Angabe des Betrags etwaiger Kosten und Steuern, die dem Zeichner oder Käufer speziell in Rechnung gestellt werden.]
Zusätzliche Marktstörungen:	[Keine][nähere Angaben einfügen]
Geschäftstag:	[Gemäß der Produktbedingung 1][anderen Geschäftstag einfügen]
Barbetrag:	[Gemäß der Produktbedingung 1][anderen Barbetrag einfügen]
Rohstoff:	[maßgeblichen Rohstoff einfügen]
Aktueller Finanzierungslevel am Emissionstag:	[]
Aktuelle Finanzierungsmarge am Emissionstag:	[]
Aktueller Stop-Loss-Aufschlagsatz am Emissionstag:	[]
Bezugsverhältnis:	[]
Börse:	[]
Ausübungszeitpunkt:	[]
Endgültiger Referenzpreis:	[Gemäß der Produktbedingung 1][anderen Endgültigen Referenzpreis einfügen]
Währung des Finanzierungslevel:	[]
Anfänglicher Hebel:	[]
Anfängliche Höhe der Quanto Absicherungsgebühr	[]

Frühester Ausübungstag des Kündigungsrechts der Emittentin:	[]
Kündigungsfrist der Emittentin:	[]
Auflegungstag:	[]
Höchstfinanzierungsmarge:	[]
Höchstaufschlag:	[]
Mindestaufschlag:	[]
Maßgebliche Anzahl von Handelstagen:	Für Zwecke: des Kündigungstags der Emittentin: [] des Bewertungstags: []
Anpassungstag:	[] [15. Tag]
Abrechnungswährung:	[]
Abrechnungstag:	[] [Spätestens der fünfte Geschäftstag nach dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag bzw. dem Kündigungstag der Emittentin]
Stop-Loss-Ereignis:	[Gemäß der Produktbedingung 1][anderes Stop-Loss-Ereignis einfügen]
Stop-Loss-Marke am Emissionstag:	[]
Stop-Loss-Anpassungstag:	[] [15. Tag]
Rundung der Stop-Loss-Marke:	[[Aufrundung] ¹ [Abrundung] ² auf die nächste ganze Einheit der Währung des Finanzierungslevel][andere Rundungsregel einfügen]
Stop-Loss-Kündigungsreferenzpreis:	[Gemäß der Produktbedingung 1][anderen Stop-Loss-Kündigungsreferenzpreis einfügen]
Bewertungstag(e):	[] [Der letzte Handelstag im März eines jeden Jahres, erstmals frühestens ein Jahr nach dem Emissionstag]
Bewertungszeitpunkt:	[]
Änderungen der Bedingungen:	[] ¹

¹ Im Fall eines Long-Zertifikats einfügen.

² Im Fall eines Short-Zertifikats einfügen.

Wertpapierkennnummern:

ISIN: []

WKN: []

Sonstige Wertpapierkennnummer: []

¹ Bei der Vornahme dieser Änderungen ist zu berücksichtigen, ob diese Bedingungen "wichtige neue Umstände" gemäß § 16 WpPG bzw. Artikel 16 Prospektrichtlinie darstellen. Wäre dies der Fall, müsste ein Nachtrag zu diesem Basisprospekt erstellt werden.

MINI FUTURE ZERTIFIKATE AUF WÄHRUNGEN

Serie:	Serie [] der MINI Future [Long][Short] Zertifikate auf Währungen
Emissionspreis:	[] [Angabe des erwarteten Preises, zu dem die MINI Future Zertifikate angeboten werden, oder der Methode zur Preisfestsetzung und des Verfahrens für seine Veröffentlichung. Angabe des Betrags etwaiger Kosten und Steuern, die dem Zeichner oder Käufer speziell in Rechnung gestellt werden.]
Zusätzliche Marktstörungen:	[Keine][nähere Angaben einfügen]
Geschäftstag:	[Gemäß der Produktbedingung 1][anderen Geschäftstag einfügen]
Barbetrag:	[Gemäß der Produktbedingung 1][anderen Barbetrag einfügen]
Referenzwechsellkurs:	[] (Bloomberg-Seite: [])
Aktueller Finanzierungslevel am Emissionstag:	[]
Aktuelle Finanzierungsmarge am Emissionstag:	[]
Aktueller Stop-Loss-Aufschlagsatz am Emissionstag:	[]
Bezugsverhältnis:	[]
Ausübungszeitpunkt:	[]
Endgültiger Referenzpreis:	[Gemäß der Produktbedingung 1][anderen Endgültigen Referenzpreis einfügen]
Währung des Finanzierungslevel:	[]
Anfänglicher Hebel:	[]
Frühester Ausübungstag des Kündigungsrechts der Emittentin:	[]
Kündigungsfrist der Emittentin:	[]

Höchstfinanzierungsmarge:	[]
Höchstaufschlag:	[]
Mindestaufschlag:	[]
Maßgebliche Anzahl von Tagen:	Für Zwecke: des Kündigungstags der Emittentin: [] des Bewertungstags: []
Anpassungstag:	[] [15. Tag]
Abrechnungswährung:	[]
Abrechnungstag:	[] [Spätestens der fünfte Geschäftstag nach dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag bzw. dem Kündigungstag der Emittentin]
Stop-Loss-Ereignis:	[Gemäß der Produktbedingung 1][anderes Stop-Loss-Ereignis einfügen]
Stop-Loss-Ereignis (Reuters-Seite):	[FX=][anderes Stop-Loss-Ereignis (Reuters-Seite einfügen)]
Stop-Loss-Marke am Emissionstag:	[]
Rundung der Stop-Loss-Marke:	[[Aufrundung] ¹ [Abrundung] ² auf die dritte Dezimalstelle der Währung des Finanzierungslevel (bzw. die erste Dezimalstelle, falls es sich bei der Währung des Finanzierungslevel um Japanische Yen handelt)] [andere Rundungsregel einfügen]
Stop-Loss-Kündigungsreferenzpreis:	[Gemäß der Produktbedingung 1][anderen Stop-Loss-Kündigungsreferenzpreis einfügen]
Kündigungsreferenzpreis:	[]
Referenzwährung:	[]
Bewertungstag(e):	[] [Der letzte Handelstag im März eines jeden Jahres, erstmals frühestens ein Jahr nach dem Emissionstag]
Bewertungszeitpunkt:	[]

¹ Im Fall eines Long-Zertifikats einfügen.

² Im Fall eines Short-Zertifikats einfügen.

Änderungen der Bedingungen: []¹

Wertpapierkennnummern:

ISIN: []

WKN: []

Sonstige Wertpapierkennnummer: []

¹ Bei der Vornahme dieser Änderungen ist zu berücksichtigen, ob diese Bedingungen "wichtige neue Umstände" gemäß § 16 WpPG bzw. Artikel 16 Prospektrichtlinie darstellen. Wäre dies der Fall, müsste ein Nachtrag zu diesem Basisprospekt erstellt werden.

MINI FUTURE ZERTIFIKATE AUF EINZELAKTIEN

Serie:	Serie [] der MINI Future [Long][Short] Zertifikate auf Einzelaktien
Emissionspreis:	[] (indikativ) [Angabe des erwarteten Preises, zu dem die MINI Future Zertifikate angeboten werden, oder der Methode zur Preisfestsetzung und des Verfahrens für seine Veröffentlichung. Angabe des Betrags etwaiger Kosten und Steuern, die dem Zeichner oder Käufer speziell in Rechnung gestellt werden.]
Zusätzliche Marktstörungen:	[Keine][nähere Angaben einfügen]
Geschäftstag:	[Gemäß der Produktbedingung 1][anderen Geschäftstag einfügen]
Barbetrag:	[Gemäß der Produktbedingung 1][anderen Barbetrag einfügen]
Aktie:	[] (ISIN: []) (Bloomberg Code: [])
Aktiengesellschaft:	[]
Aktueller Finanzierungslevel am Emissionstag:	[]
Aktuelle Finanzierungsmarge am Emissionstag:	[]
Aktueller Stop-Loss-Aufschlagsatz am Emissionstag:	[]
Bezugsverhältnis:	[]
Börse:	[]
Ausübungszeitpunkt:	[]
Endgültiger Referenzpreis:	[Gemäß der Produktbedingung 1][anderen Endgültigen Referenzpreis einfügen]
Währung des Finanzierungslevel:	[]
Anfänglicher Hebel:	[]

Frühester Ausübungstag des Kündigungsrechts der Emittentin:	[]
Kündigungsfrist der Emittentin:	[] [Ein Tag]
Höchstfinanzierungsmarge:	[]
Höchstaufschlag:	[]
Mindestaufschlag:	[]
Rechnerischer Dividendenbetrag:	[Anwendbar][Nicht anwendbar]
Rechnerischer Dividendenzeitraum:	[Gemäß der Produktbedingung 1][anderen Rechnerischen Dividendenzeitraum einfügen]
Maßgebliche Anzahl von Handelstagen:	Für Zwecke: des Kündigungstags der Emittentin: [] des Bewertungstags bzw. der Bewertungstage: []
Anpassungstag:	[] [15. Tag]
Abrechnungswährung:	[]
Abrechnungstag:	[] [Spätestens der [fünfte] Geschäftstag nach dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag bzw. dem Kündigungstag der Emittentin]
Stop-Loss-Ereignis:	[Gemäß der Produktbedingung 1][anderes Stop-Loss-Ereignis einfügen]
Stop-Loss-Marke am Emissionstag:	[]
Rundung der Stop-Loss-Marke:	[[Aufrundung] ¹ [Abrundung] ² auf die nächste [0,1] Einheit der Währung des Finanzierungslevel][andere Rundungsregel einfügen]
Stop-Loss-Anpassungstag:	[] [15. Tag]
Stop-Loss-Kündigungsreferenzpreis:	[Gemäß der Produktbedingung 1][anderen Stop-Loss-Kündigungsreferenzpreis einfügen]
Bewertungstag(e):	[] [Der letzte Handelstag im März eines jeden Jahres, erstmals frühestens ein Jahr nach dem Emissionstag]

¹ Im Fall eines Long-Zertifikats einfügen.

² Im Fall eines Short-Zertifikats einfügen.

Änderungen der Bedingungen: []¹

Wertpapierkennnummern:

ISIN: []

WKN: []

Sonstige Wertpapierkennnummer: []

¹ Bei der Vornahme dieser Änderungen ist zu berücksichtigen, ob diese Bedingungen "wichtige neue Umstände" gemäß § 16 WpPG bzw. Artikel 16 Prospektrichtlinie darstellen. Wäre dies der Fall, müsste ein Nachtrag zu diesem Basisprospekt erstellt werden.

MINI FUTURE ZERTIFIKATE AUF INDIZES

Serie:	[] Index Mini Future [Long][Short] Zertifikate Serie []
Emissionspreis:	[] [Angabe des erwarteten Preises, zu dem die MINI Future Zertifikate angeboten werden, oder der Methode zur Preisfestsetzung und des Verfahrens für seine Veröffentlichung. Angabe des Betrags etwaiger Kosten und Steuern, die dem Zeichner oder Käufer speziell in Rechnung gestellt werden.]
Zusätzliche Marktstörungen:	[Keine][nähere Angaben einfügen]
Geschäftstag:	[Gemäß der Produktbedingung 1][anderen Geschäftstag einfügen]
Barbetrag:	[Gemäß der Produktbedingung 1][anderen Barbetrag einfügen]
Index:	[maßgeblichen Index einfügen] (Bloomberg-Seite: [])
Aktueller Finanzierungslevel am Emissionstag:	[]
Aktuelle Finanzierungsmarge am Emissionstag:	[]
Aktueller Stop-Loss-Aufschlagsatz am Emissionstag:	[]
Bezugsverhältnis:	[]
Ausübungszeitpunkt:	[]
Endgültiger Referenzpreis:	[Gemäß der Produktbedingung 1][anderen Endgültigen Referenzpreis einfügen]
Währung des Finanzierungslevel:	[]
Vorzeitige Kündigung bei Beendigung des Index:	[Gemäß der Produktbedingung 1][Nicht anwendbar]
Vorzeitiger Beendigungstag des Index:	[Gemäß der Produktbedingung 1][Nicht anwendbar]

Vorzeitiges Beendigungsereignis des Index:	[Gemäß der Produktbedingung 1][anderes Vorzeitiges Beendigungsereignis des Index einfügen][Nicht anwendbar]
Anfänglicher Hebel:	[]
Frühester Ausübungstag des Kündigungsrechts der Emittentin:	[]
Kündigungsfrist der Emittentin:	[]
Höchstfinanzierungsmarge:	[]
Höchstaufschlag:	[]
Mindestaufschlag:	[]
Rechnerischer Dividendenbetrag:	[Anwendbar][Nicht anwendbar]
Rechnerischer Dividendenzeitraum:	[Gemäß der Produktbedingung 1][anderen Rechnerischen Dividendenzeitraum einfügen]
Maßgebliche Anzahl von Handelstagen:	Für Zwecke: des Kündigungstags der Emittentin: [] des Vorzeitigen Beendigungstags des Index: [] des Bewertungstags bzw. der Bewertungstage: []
Anpassungstag:	[][15. Tag]
Abrechnungswährung:	[]
Abrechnungstag:	[] [Spätestens der fünfte Geschäftstag nach dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag bzw. dem Kündigungstag der Emittentin]
Stop-Loss-Ereignis:	[Gemäß der Produktbedingung 1][anderes Stop-Loss-Ereignis einfügen]
Stop-Loss-Marke am Emissionstag:	[]
Rundung der Stop-Loss-Marke:	[[Aufrundung] ¹ [Abrundung] ² auf [den][die] nächsten vollen [10] ³ Indexpunkt[e], wobei „ Indexpunkt “ die Basis für die standardmäßige Marktquotierung des Index-Sponsor für den Index bezeichnet][andere

¹ Im Fall eines Long-Zertifikats einfügen.

² Im Fall eines Short-Zertifikats einfügen.

³ Im Fall des DAX[®] einfügen.

Rundungsregel einfügen]

Stop-Loss-Anpassungstag: [] [15. Tag]

Stop-Loss-Kündigungsreferenzpreis: [Gemäß der Produktbedingung 1] **[anderen Stop-Loss-Kündigungsreferenzpreis einfügen]**

Bewertungstag(e): []

[Der letzte Handelstag im März eines jeden Jahres, erstmals frühestens ein Jahr nach dem Emissionstag]

Änderungen der Bedingungen: []¹

Wertpapierkennnummern:

ISIN: []

WKN: []

Sonstige Wertpapierkennnummer: []

¹ Bei der Vornahme dieser Änderungen ist zu berücksichtigen, ob diese Bedingungen "wichtige neue Umstände" gemäß § 16 WpPG bzw. Artikel 16 Prospektrichtlinie darstellen. Wäre dies der Fall, müsste ein Nachtrag zu diesem Basisprospekt erstellt werden.

MINI FUTURE ZERTIFIKATE AUF TERMINKONTRAKTE AUF STAATSANLEIHEN

Serie:	Serie [] der MINI Future [Long][Short] Zertifikate auf Terminkontrakte auf Staatsanleihen
Emissionspreis:	[]
Zusätzliche Marktstörungen:	[Keine][nähere Angaben einfügen]
Geschäftstag:	[Gemäß der Produktbedingung 1][anderen Geschäftstag einfügen]
Barbetrag:	[Gemäß der Produktbedingung 1][anderen Barbetrag einfügen]
Basiswert:	[maßgeblichen Terminkontrakt auf Staatsanleihen einfügen] (ISIN: [])
Bildschirmseite:	[Reuters ●]
Aktueller Finanzierungslevel am Emissionstag:	[]
Aktuelle Finanzierungsmarge am Emissionstag:	[]
Aktueller Stop-Loss-Aufschlagsatz am Emissionstag:	[]
Bezugsverhältnis:	[]
Börse:	[]
Ausübungszeitpunkt:	[]
Endgültiger Referenzpreis:	[Gemäß der Produktbedingung 1][anderen Endgültigen Referenzpreis einfügen]
Währung des Finanzierungslevel:	[]
Anfänglicher Hebel:	[]
Frühester Ausübungstag des Kündigungsrechts der Emittentin:	[]
Kündigungsfrist der Emittentin:	[]
Höchstfinanzierungsmarge:	[]
Höchstaufschlag:	[]

Mindestaufschlag:	[]
Maßgebliche Anzahl von Handelstagen:	Für Zwecke: des Kündigungstags der Emittentin: [] des Bewertungstags bzw. der Bewertungstage: []
Anpassungstag:	[] [15. Tag]
Rollover-Tag:	[]
Abrechnungswährung:	[]
Abrechnungstag:	[] [Spätestens der fünfte Geschäftstag nach dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag bzw. dem Kündigungstag der Emittentin]
Stop-Loss-Ereignis:	[Gemäß der Produktbedingung 1][anderes Stop-Loss-Ereignis einfügen]
Stop-Loss-Marke am Emissionstag:	[]
Rundung der Stop-Loss-Marke:	[[Aufrundung] ¹ [Abrundung] ² auf die erste [Dezimalstelle der Währung des Finanzierungslevel (wobei 0,05 [aufgerundet] ⁴⁸ [abgerundet] ⁴⁷ werden)][andere Rundungsregel einfügen]
Stop-Loss-Kündigungsreferenzpreis:	[Gemäß der Produktbedingung 1][anderen Stop-Loss-Kündigungsreferenzpreis einfügen]
Bewertungstag(e):	[] [Der letzte Handelstag im März eines jeden Jahres, erstmals frühestens ein Jahr nach dem Emissionstag]
Änderungen der Bedingungen:	[] ³
Wertpapierkennnummern:	
ISIN:	[]
WKN:	[]
Sonstige Wertpapierkennnummer:	[]

¹ Im Fall eines Long-Zertifikats einfügen.

² Im Fall eines Short-Zertifikats einfügen.

³ Bei der Vornahme dieser Änderungen ist zu berücksichtigen, ob diese Bedingungen "wichtige neue Umstände" gemäß § 16 WpPG bzw. Artikel 16 Prospekttrichtlinie darstellen. Wäre dies der Fall, müsste ein Nachtrag zu diesem Basisprospekt erstellt werden.

MINI FUTURE ZERTIFIKATE AUF TERMINKONTRAKTE AUF ROHSTOFFE

Serie:	Serie [] der MINI Future [Long][Short] Zertifikate auf Terminkontrakte auf Rohstoffe
Emissionspreis:	[] [Angabe des erwarteten Preises, zu dem die MINI Future Zertifikate angeboten werden, oder der Methode zur Preisfestsetzung und des Verfahrens für seine Veröffentlichung. Angabe des Betrags etwaiger Kosten und Steuern, die dem Zeichner oder Käufer speziell in Rechnung gestellt werden.]
Zusätzliche Marktstörungen:	[Keine][nähere Angaben einfügen]
Geschäftstag:	[Gemäß der Produktbedingung 1][anderen Geschäftstag einfügen]
Barbetrag:	[Gemäß der Produktbedingung 1][anderen Barbetrag einfügen]
Basiswert:	[]
Bildschirmseite:	[Reuters ●]
Aktueller Finanzierungslevel am Emissionstag:	[]
Aktuelle Finanzierungsmarge am Emissionstag:	[]
Aktueller Stop-Loss-Aufschlagsatz am Emissionstag:	[]
Bezugsverhältnis:	[]
Börse:	[]
Ausübungszeitpunkt:	[]
Endgültiger Referenzpreis:	[Gemäß der Produktbedingung 1][anderen Endgültigen Referenzpreis einfügen]
Währung des Finanzierungslevel:	[]
Anfänglicher Hebel:	[]
Frühester Ausübungstag des Kündigungs-	[]

rechts der Emittentin:	
Kündigungsfrist der Emittentin:	[]
Höchstfinanzierungsmarge:	[]
Höchstaufschlag:	[]
Mindestaufschlag:	[]
Maßgebliche Anzahl von Handelstagen:	Für Zwecke: des Kündigungstags der Emittentin: [] des Bewertungstags bzw. der Bewertungstage: []
Anpassungstag:	[Der [zweite] ¹ [achte] ² [neunte] ³ [siebzehnte] ⁴ [vierundzwanzigste] ⁵ Tag][anderen Anpassungstag einfügen]
Rollover-Tag:	[]
Abrechnungswährung:	[]
Abrechnungstag:	[] [Spätestens der fünfte Geschäftstag nach dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag bzw. dem Kündigungstag der Emittentin]
Stop-Loss-Ereignis:	[Gemäß der Produktbedingung 1][anderes Stop-Loss-Ereignis einfügen]
Stop-Loss-Marke am Emissionstag:	[]
Rundung der Stop-Loss-Marke:	[]
Stop-Loss-Kündigungsreferenzpreis:	[Gemäß der Produktbedingung 1][anderen Stop-Loss-Kündigungsreferenzpreis einfügen]
Bewertungstag(e):	[] [Der letzte Handelstag im März eines jeden Jahres, erstmals frühestens ein Jahr nach dem Emissionstag]
Bewertungszeitpunkt:	[]
Änderungen der Bedingungen:	[] ⁶

¹ Im Fall von Kakao einfügen.

² Im Fall von Öl einfügen.

³ Im Fall von Kaffee einfügen.

⁴ Im Fall von Aluminium, Kupfer und Zucker einfügen.

⁵ Im Fall von Weizen einfügen.

⁶ Bei der Vornahme dieser Änderungen ist zu berücksichtigen, ob diese Bedingungen "wichtige neue Umstände" gemäß § 16 WpPG bzw. Artikel 16 Prospektrichtlinie darstellen. Wäre dies der Fall, müsste ein Nachtrag zu diesem Basisprospekt erstellt werden.

Wertpapierkennnummern:

ISIN: []

WKN: []

Sonstige Wertpapierkennnummer: []

MINI FUTURE QUANTO ZERTIFIKATE AUF TERMINKONTRAKTE AUF ROHSTOFFE

Serie:	Serie [] der MINI Future [Long][Short] Quanto Zertifikate auf Terminkontrakte auf Rohstoffe
Emissionspreis:	[] [Angabe des erwarteten Preises, zu dem die MINI Future Zertifikate angeboten werden, oder der Methode zur Preisfestsetzung und des Verfahrens für seine Veröffentlichung. Angabe des Betrags etwaiger Kosten und Steuern, die dem Zeichner oder Käufer speziell in Rechnung gestellt werden.]
Zusätzliche Marktstörungen:	[Keine][nähere Angaben einfügen]
Geschäftstag:	[Gemäß der Produktbedingung 1][anderen Geschäftstag einfügen]
Barbetrag:	[Gemäß der Produktbedingung 1][anderen Barbetrag einfügen]
Basiswert:	[]
Bildschirmseite:	[Reuters ●]
Aktueller Finanzierungslevel am Emissionstag:	[]
Aktuelle Finanzierungsmarge am Emissionstag:	[]
Aktueller Stop-Loss-Aufschlagsatz am Emissionstag:	[]
Bezugsverhältnis:	[]
Börse:	[]
Ausübungszeitpunkt:	[]
Endgültiger Referenzpreis:	[Gemäß der Produktbedingung 1][anderen Endgültigen Referenzpreis einfügen]
Währung des Finanzierungslevel:	[]
Anfänglicher Hebel:	[]
Anfängliche Höhe der Quanto	[]

Absicherungsgebühr	
Frühester Ausübungstag des Kündigungsrechts der Emittentin:	[]
Kündigungsfrist der Emittentin:	[]
Auflegungstag:	[]
Höchstfinanzierungsmarge:	[]
Höchstaufschlag:	[]
Mindestaufschlag:	[]
Maßgebliche Anzahl von Handelstagen:	Für Zwecke: des Kündigungstags der Emittentin: [] des Bewertungstags bzw. der Bewertungstage: []
Anpassungstag:	[Der [zweite] ¹ [achte] ² [neunte] ³ [siebzehnte] ⁴ [vierundzwanzigste] ⁵ Tag][anderen Anpassungstag einfügen]
Rollover-Tag:	[]
Abrechnungswährung:	[]
Abrechnungstag:	[] [Spätestens der fünfte Geschäftstag nach dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag bzw. dem Kündigungstag der Emittentin]
Stop-Loss-Ereignis:	[Gemäß der Produktbedingung 1][anderes Stop-Loss-Ereignis einfügen]
Stop-Loss-Marke am Emissionstag:	[]
Rundung der Stop-Loss-Marke:	[]
Stop-Loss-Kündigungsreferenzpreis:	[Gemäß Angabe in der Produktbedingung 1][anderen Stop-Loss-Kündigungsreferenzpreis einfügen]
Bewertungstag(e):	[] [Der letzte Handelstag im März eines jeden Jahres, erstmals frühestens ein Jahr nach dem Emissionstag]

¹ Im Fall von Kakao einfügen.

² Im Fall von Öl einfügen.

³ Im Fall von Kaffee einfügen.

⁴ Im Fall von Aluminium, Kupfer und Zucker einfügen.

⁵ Im Fall von Weizen einfügen.

Bewertungszeitpunkt: []
Änderungen der Bedingungen: []¹
Wertpapierkennnummern:
ISIN: []
WKN []
Sonstige Wertpapierkennnummer: []

¹ Bei der Vornahme dieser Änderungen ist zu berücksichtigen, ob diese Bedingungen “wichtige neue Umstände” gemäß § 16 WpPG bzw. Artikel 16 Prospektrichtlinie darstellen. Wäre dies der Fall, müsste ein Nachtrag zu diesem Basisprospekt erstellt werden.

TEIL B – ZUSÄTZLICHE INFORMATIONEN

[Notifizierung]	Die Bundesanstalt für Finanzdienstleistungsaufsicht hat [Namen der zuständigen Behörde(n) des/der Aufnahmemitgliedstaat(s)(en) angeben] eine Bescheinigung über die Billigung des Basisprospekts übermittelt, aus der hervorgeht, dass der Basisprospekt gemäß der Prospektrichtlinie erstellt wurde.]
Börsenzulassung und Zulassung zum Handel	[Frankfurt am Main] [Stuttgart] [sonstiger Handelsplatz] [relevanten Markt angeben] [Die Zulassung der Wertpapiere zum Handel [wird][wurde] [mit Wirkung zum [relevantes Datum angeben]] beantragt [werden].] [Die Zulassung der MINI Future Zertifikate zum Handel an einer Börse [wird][wurde] nicht beantragt [werden].]
[Beabsichtigte Einbeziehung in einen nicht organisierten Markt]	[Frankfurter Wertpapierbörse, Freiverkehr (Smart Trading)] [Börse Stuttgart, EUWAX] [sonstiger Markt] Mit Wirkung zum: [] ¹
Geregelte oder gleichwertige Märkte, auf denen nach Kenntnis der Emittentin Wertpapiere der gleichen Wertpapierkategorie bereits zum Handel zugelassen worden sind:	[]
[Sekundärmarkt]	[]
Das Angebot	
[Öffentliches Angebot:]	[Beginn: ●]
[Nicht-öffentliches Angebot:]	[Ende: ●]
	[Land/Länder: ●]

¹ Nur soweit anwendbar.

Bedingungen, Angebotsstatistiken, erwarteter Zeitplan und erforderliche Maßnahmen für die Antragsstellung¹

Bedingungen, denen das Angebot **[Einzelheiten angeben]** unterliegt:

Gesamtsumme des Angebots. Ist die Gesamtsumme nicht festgelegt, Beschreibung der Vereinbarungen und des Zeitpunkts für die öffentliche Bekanntmachung des Angebotsbetrags:

Beschreibung des Antragsverfahrens: **[Einzelheiten angeben]**

Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung (entweder in Form der Anzahl der MINI Future Zertifikate oder der insgesamt zu investierenden Summe): **[Einzelheiten angeben]**

Methode und Fristen für die Bedienung der MINI Future Zertifikate und ihre Lieferung: **[Einzelheiten angeben]**

Angabe des Termins, an dem das Ergebnis des öffentlichen Angebots bekanntgemacht wird, und Art und Weise, in der dies geschehen wird: **[Einzelheiten angeben]**

Plan für die Verbreitung der MINI Future Zertifikate und deren Zuteilung²

Angabe der verschiedenen Kategorien der potenziellen Investoren, denen die MINI Future Zertifikate angeboten werden. Erfolgt das Angebot gleichzeitig auf den Märkten in zwei oder mehreren Ländern und wurde/wird eine bestimmte Tranche einigen dieser Märkte vorbehalten, Angabe dieser Tranche: **[Einzelheiten angeben]**

Verfahren zur Meldung des den Zeichnern zugeteilten Betrags und Angabe, ob eine Aufnahme des Handels vor dem Meldeverfahren möglich ist: **[Einzelheiten angeben]**

¹ Nur im Fall eines öffentlichen Angebots einfügen.

² Nur im Fall eines öffentlichen Angebots einfügen.

Kursfestsetzung

Angabe des Kurses, zu dem die MINI **[Einzelheiten angeben]** Future Zertifikate angeboten werden, oder der Methode, mittels derer der Angebotskurs festgelegt wird, und des Verfahrens für die Offenlegung. Angabe der Kosten und Steuern, die speziell dem Zeichner oder Käufer in Rechnung gestellt werden:

Interessen von Seiten natürlicher oder juristischer Personen, die an der Emission bzw. dem Angebot beteiligt sind

[Mit Ausnahme der Emittentin haben die an der Emission bzw. dem Angebot der MINI Future Zertifikate beteiligten Personen – soweit die Emittentin hiervon Kenntnis hat – kein materielles Interesse an der Emission bzw. dem Angebot.]

[Andere Interessen **[jegliches Interesse und jeglichen Interessenkonflikt, das bzw. der für die Emission bzw. das Angebot von ausschlaggebender Bedeutung ist, unter Spezifizierung der involvierten Personen und der Art der Interessen einfügen]]**

Informationen zum Basiswert:

[Sofern diese nicht an anderer Stelle in den Bedingungen angegeben sind, sind Einzelheiten in Bezug darauf einzufügen, wo die folgenden Informationen erhalten werden können:

- (a) **Informationen hinsichtlich der Entwicklung des betreffenden Basiswerts in der Vergangenheit und in der Zukunft;**
- (b) **Informationen hinsichtlich der Volatilität des betreffenden Basiswerts;**
- (c) **eine klare und umfassende Erklärung darüber, wie der Wert der Anlage durch den betreffenden Basiswert beeinflusst wird;**
- (d) **eine Darstellung der Umstände, in denen das Anlagerisiko am größten und am offensichtlichsten ist;**
- (e) **eine klare und umfassende Beschreibung etwaiger Vorfälle, die eine Marktstörung oder eine Unterbrechung der Abrechnung bewirken und sich auf den betreffenden Basiswert auswirken; und**
- (f) **eine klare und umfassende Beschreibung etwaiger Anpassungsregeln bei Vorfällen, die den betreffenden Basiswert beeinflussen.**

Im Fall von MINI Future Zertifikaten bezogen auf einen Index oder auf einen anderen Basiswert sind der Typ des Basiswerts und Einzelheiten darüber einzufügen, wo Informationen über den Basiswert eingeholt werden können, einschließlich, sofern einschlägig, einer Indexbeschreibung, falls der Index vom Emittenten zusammengestellt wird. Fällt der Basiswert nicht unter eine der oben angegebenen Kategorien, sind gleichwertige Informationen einzufügen.]

[Zusätzliche Risikofaktoren¹ []]
[Zusätzliche Steueroffenlegung² []]
[Zusätzliche Verkaufsbeschränkungen []]

Die Emittentin übernimmt die Verantwortung für die in diesen Endgültigen Bedingungen enthaltenen Informationen. [[**Relevante Informationen angeben**] wurde[n] aus [**relevante Informationsquelle angeben**] entnommen. Die Emittentin bestätigt, dass diese Information[en] korrekt wiedergegeben wurde[n] und dass – soweit es der Emittentin bekannt ist und sie anhand [der][von] Information[en], die von [**relevante Informationsquelle angeben**] veröffentlicht wurde[n], hat feststellen können – keine Tatsachen unterschlagen wurden, aufgrund derer die wiedergegebene[n] Information[en] inkorrekt oder irreführend sein könnte[n].]

ABN AMRO Bank N.V., Niederlassung London[[andere Niederlassung angeben]

¹ Falls zusätzliche Risikofaktoren einzufügen sind, ist zu bedenken, ob sie “wichtige neue Umstände” gemäß § 16 WpPG bzw. Artikel 16 Prospektrichtlinie darstellen. Wäre dies der Fall, müsste ein Nachtrag zu diesem Basisprospekt erstellt werden.

² Quellensteuerangaben für Aufnahmestaaten, in denen ein öffentliches Angebot für die MINI Future Zertifikate abgegeben wird oder in denen die Zulassung der MINI Future Zertifikate zum Handel beantragt wird, einfügen.

CONDITIONS: GENERAL CONDITIONS

The General Conditions which follow relate to the Securities specified in the Product Conditions and must be read in conjunction with the Product Conditions relating to such Securities. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

Terms in capitals which are not defined in these General Conditions shall have the meanings ascribed to them in the Product Conditions. References to the Conditions shall mean these General Conditions and the Product Conditions applicable to the respective Securities.

2. ISSUER, FORM, HOLDER AND STATUS

- (a) Issuer. The Securities are issued by ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam, as Issuer (as defined in Product Condition 1).
- (b) Form. The Securities, except in the case of Securities issued in dematerialised form, are represented by a global bearer security (the “**Global Security**”) deposited with the Clearing Agent, and will be transferable only in accordance with the laws, rules and procedures applicable to the Clearing Agent through whose systems the Securities are transferred. Certain Securities will, where required by the applicable law and the rules and procedures applicable to and/or issued by the Clearing Agent that are in force and effect from time to time (the “**Applicable Rules**”), be issued in dematerialised form and will be registered in the book-entry system of the Clearing Agent. In case of Securities issued in dematerialised form, title to the Securities will pass by transfer between accountholders at the Clearing Agent perfected in accordance with the Applicable Rules. The relevant Final Terms will specify whether the Securities will be represented by a Global Security or issued in dematerialised form and may contain further details with respect to the applicable form. No definitive securities will be issued.
- (c) Holder. “**Holder**” means:
 - (i) in case of Securities represented by a Global Security, each holder of co-ownership interests in the Global Security which will be transferable to a new Holder in accordance with the laws, rules and procedures applicable to the Clearing Agent through whose systems the Securities are transferred. Each person (other than another Clearing Agent) who is for the time being

shown in the records of the Clearing Agent as the owner of a particular unit quantity of the Securities (in which regard any certificate or other document issued by the Clearing Agent as to the unit quantity of the Securities standing to the credit of the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by the Issuer and each Paying Agent as the holder of such unit quantity of the Securities for all purposes, other than with respect to any payment and/or delivery obligations, the right to which shall be vested as regards the Issuer and the Paying Agents, solely in the person directly holding the Global Security in safe custody;

(ii) in case of Securities issued in dematerialised form, a person in whose name a Security is registered in the book-entry system of the Clearing Agent, or any other person recognised as a holder of Securities pursuant to the Applicable Rules. The relevant Final Terms may contain further details with respect to the Holder of Securities issued in dematerialised form.

(d) Status. The Securities constitute unsecured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

3. EARLY TERMINATION

The Issuer shall have the right to terminate the Securities if it shall have determined in its reasonable discretion that its performance thereunder shall have become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the “**Applicable Law**”). In such circumstances the Issuer will, however, if and to the extent permitted by the Applicable Law, pay to each Holder in respect of each Security held by such Holder an amount calculated by it as the fair market value of the Security immediately prior to such termination (ignoring such illegality) less the costs to the Issuer for unwinding any related hedging arrangements.

4. NOTICES

All notices under the General Conditions and/or the Product Conditions shall either (i) be published on the Issuer’s website (or any successor website) and shall become effective upon such publication, or (ii) be delivered to the Clearing Agent and shall become effective upon such delivery, unless the relevant notice provides a different date for the effectiveness. The relevant Final Terms will specify which manner of giving notice shall apply. Additional

publication requirements under mandatory provisions of law or under the rules or regulations of any relevant stock exchange shall remain unaffected.

5. HEDGING DISRUPTION EVENT

- (a) Notification. If the Issuer determines in accordance with General Condition 5(b) that a Hedging Disruption Event has occurred, the Calculation Agent, acting upon the instructions of the Issuer, shall as soon as reasonably practicable notify the Holders in accordance with General Condition 4 of (i) the determination of a Hedging Disruption Event by the Issuer; and (ii) the consequence of such Hedging Disruption Event as determined by the Issuer pursuant to General Condition 5(c).
- (b) Hedging Disruption Event. A “**Hedging Disruption Event**” shall occur if the Issuer determines that it is or has become not reasonably practicable or it has otherwise become undesirable, for any reason, for the Issuer wholly or partially to establish, re-establish, substitute or maintain a relevant hedging transaction (a “**Relevant Hedging Transaction**”) it deems necessary or desirable to hedge the Issuer’s obligations in respect of the Securities. The reasons for such determination by the Issuer may include, but are not limited to, the following:
 - (i) any material illiquidity in the market for the relevant instruments (the “**Disrupted Instrument**”) which are included from time to time in the reference asset to which the Securities relate; or
 - (ii) a change in the Applicable Law (including, without limitation, any tax law) or the promulgation, or change in the interpretation, of any Applicable Law by any court, judicial institution or regulatory authority with competent jurisdiction under the Applicable Law (including any action taken by a taxing authority); or
 - (iii) a material decline in the creditworthiness of a party with whom the Issuer has entered into any such Relevant Hedging Transaction; or
 - (iv) the general unavailability of: (A) market participants willing to enter into a Relevant Hedging Transaction; or (B) market participants willing to enter into a Relevant Hedging Transaction on commercially reasonable terms.
- (c) Consequences. In the event of a Hedging Disruption Event, the Issuer, may determine to:
 - (i) terminate the Securities. In such circumstances the Issuer will, if and to the extent permitted by the Applicable Law, pay to each Holder in respect of each Security held by such Holder an amount calculated by it as the fair

market value of the Security immediately prior to such termination, less the costs to the Issuer for unwinding any related hedging arrangements;

- (ii) make an adjustment in good faith to the relevant reference asset by removing the Disrupted Instrument at its fair market value (which may be zero). Upon any such removal the Issuer may: (A) hold any notional proceeds (if any) arising as a consequence thereof and adjust the terms of payment and/or delivery in respect of the Securities; or (B) notionally reinvest such proceeds in other reference asset(s) if so permitted under the Conditions, including the reference asset(s) to which the Securities relate;
- (iii) make any other adjustment to the Conditions as the Issuer considers appropriate in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.

6. PURCHASES, FURTHER ISSUES BY THE ISSUER AND PRESCRIPTION

- (a) Purchases. The Issuer or any Affiliate may purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held, cancelled or reissued or resold, and Securities so reissued or resold shall for all purposes be deemed to form part of the original series of Securities.

In this General Condition 6(a) “**Affiliate**” means any entity controlled, directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer, or any entity under the common direct or indirect control with the Issuer. As used herein “**control**” means the ownership of a majority of the voting power of the entity and “**controlled by**” and “**controls**” shall be construed accordingly.

- (b) Further Issues. The Issuer shall be at liberty from time to time without the consent of the Holders or any of them to create and issue further securities on the same terms (except for their respective Issue Date or issue price) so as to be consolidated with and form a single series with the Securities.
- (c) Prescription. The Securities must be presented for redemption within a period of ten years, starting from the day on which the Securities are exercised or terminated. If the Securities are not so presented, the relevant redemption claim shall become void. For the avoidance of doubt, the redemption claims of the Holders shall also become void if the Securities are not exercised in accordance with their exercise provisions.

7. DETERMINATIONS AND MODIFICATIONS

- (a) Determinations. Any determination made by the Issuer or the Calculation Agent shall (save in the case of manifest error) be final, conclusive and binding on the Holders.

- (b) Modifications. The Issuer may, without the consent of the Holders or any of them, modify any provision of the Conditions provided that it is: (i) of a formal, minor or technical nature; (ii) made to correct a manifest error; or (iii) in its reasonable discretion, not materially prejudicial to the interests of the Holders. Notice of any such modification will be given to the Holders in accordance with General Condition 4.

8. SUBSTITUTION

- (a) Substitution of Issuer. The Issuer may at any time, without the consent of the Holders substitute for itself as principal obligor under the Securities any company (the “**Substitute**”), being any subsidiary or affiliate of the Issuer, subject to: (i) the obligation of the Substitute under the Securities being guaranteed by ABN AMRO Holding N.V. (the “**Holding**”) unless the Holding is the Substitute; (ii) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Securities represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and being in full force and effect; and (iii) the Issuer having given at least 30 days’ prior notice of the date of such substitution to the Holders in accordance with General Condition 4. In the event of any substitution of the Issuer, any reference in the Conditions to the Issuer shall from such time be construed as a reference to the Substitute. The relevant Final Terms may contain further or other requirements for the substitution of the Issuer under this General Condition 8(a).
- (b) Substitution of Office. The Issuer shall have the right upon notice to the Holders in accordance with General Condition 4 to change the office through which it is acting and shall specify the date of such change in such notice.

9. TAXATION

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other similar payment which may arise as a result of the ownership, transfer or exercise of any Securities. In relation to each Security the relevant Holder shall pay all Expenses as provided in the Product Conditions. All payments or, as the case may be, deliveries in respect of the Securities will be subject in all cases to all applicable fiscal and other laws and regulations (including, where applicable, laws requiring the deduction or withholding for, or on account of, any tax duty or other charge whatsoever). The Holder shall be liable for and/or pay any tax, duty or charge in connection with the ownership of and any transfer, payment or delivery in respect of the Securities held by such Holder. The Issuer shall have the right, but shall not be obliged, to withhold or deduct from any amount payable such amount, as shall be necessary to account for or to pay any such tax, duty, charge, withholding or other payment.

10. CURRENCY, CONVERSIONS FOR EUROPEAN MONETARY UNION

- (a) Redenomination. The Issuer may, without the consent of any Holder, on giving notice to the Holders in accordance with General Condition 4 elect any or all of the following with effect from the Conversion Date specified in such notice:
- (i) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such Settlement Currency shall be deemed to be an amount of euro converted from the original Settlement Currency into euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Conversion Date, all payments in respect of the Securities will be made solely in euro as though references in the Securities to the Settlement Currency were to euro;
 - (ii) where the Conditions contain a rate of exchange or any of the Conditions are expressed in a National Currency Unit (the “**Original Currency**”) of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted for or, as the case may be into, euro at the Established Rate; and
 - (iii) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in euro.
- (b) Adjustment to the Conditions. The Issuer may, without the consent of the Holders, on giving notice to the Holders in accordance with General Condition 4 make such adjustments to the Conditions as the Issuer may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.
- (c) Euro Conversion Costs. Notwithstanding General Condition 10(a) and/or General Condition 10(b), none of the Issuer, the Calculation Agent nor any Paying Agent shall be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.
- (d) Definitions Relating to European Economic and Monetary Union. In this General Condition, the following expressions have the meanings set out below.

“**Conversion Date**” means a date specified by the Issuer in the notice given to the Holders pursuant to this Condition which falls on or after the date on which the country of the Original Currency or, as the case may be, the Settlement Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

“**Established Rate**” means the rate for the conversion of the Original Currency or, as the case may be, the Settlement Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into euro established by the Council of the European Union pursuant to Article 123 of the Treaty;

“**National Currency Unit**” means the unit of the currency of a country as those units are defined on the day before the country first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty; and

“**Treaty**” means the treaty establishing the European Community, as amended.

11. AGENTS

- (a) Principal Paying Agent and Paying Agents. The Issuer, acting through its address specified in the relevant Final Terms, shall undertake the duties of the principal paying agent (the “**Principal Paying Agent**” which expression shall include any successor principal paying agent). The Issuer reserves the right at any time to vary or terminate the appointment of any paying agent (the “**Paying Agent**” which expression shall include the Principal Paying Agent as well as any successor paying agent) and to appoint further or additional Paying Agents, provided that no termination of appointment of the Principal Paying Agent shall become effective until a replacement Principal Paying Agent shall have been appointed and provided that, if and to the extent that any of the Securities are listed on any stock exchange or publicly offered in any jurisdiction, there shall be a Paying Agent having a specified office in each country required by the rules and regulation of each such stock exchange and each such jurisdiction. Notice of any appointment or termination of appointment, of any Paying Agent or of any change in the specified office of any Paying Agent as specified in the relevant Final Terms will be given to Holders in accordance with General Condition 4. Each Paying Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders or any of them. Any calculations or determinations in respect of the Securities made by a Paying Agent shall (save in the case of manifest error) be final, conclusive and binding on the Holders.
- (b) Calculation Agent. The Issuer, acting through its address specified in the relevant Final Terms, shall undertake the duties of the calculation agent (the “**Calculation**

Agent” which expression shall include any successor calculation agent) in respect of the Securities unless the Issuer decides to appoint a successor Calculation Agent in accordance with the provisions below.

The Issuer reserves the right at any time to appoint another institution as the Calculation Agent provided that no termination of appointment of the existing Calculation Agent shall become effective until a replacement Calculation Agent shall have been appointed. Notice of any appointment, or termination or appointment, or of any change in the specified office of the Calculation Agent as specified in the relevant Final Terms will be given to the Holders in accordance with General Condition 4.

The Calculation Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. Any calculations or determinations in respect of the Securities made by the Calculation Agent (whether or not the Issuer) shall (save in the case of manifest error) be final, conclusive and binding on the Holders.

In making any such determinations and calculations in respect of the Securities, the Calculation Agent will act at all times in good faith and a commercially reasonable manner.

The Calculation Agent may, with the consent of the Issuer (if it is not the Issuer), delegate any of its obligations and functions to a third party as it deems appropriate.

12. PAYMENTS

- (a) **Payments.** Payments in respect of the Securities shall be made in accordance with General Condition 12(b) to, or to the order of, the respective Clearing Agent specified in the relevant Final Terms to be credited to the accounts of the accountholders of the respective Clearing Agent in accordance with the applicable law as well as the rules and procedures of the respective Clearing Agent.
- (b) **Performance.** The Issuer shall be discharged from its payment obligation by making the payment to, or to the order of, the respective Clearing Agent.
- (c) **Payment Day.** If the date for payment of any amount in respect of the Securities is not a Payment Day (as defined in the Product Conditions), the Holder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment in respect of such delay.
- (d) The Issuer may deviate from the payment terms specified in General Conditions 12(a) to 12(c) having given prior notice to the Holders in accordance with General Condition 4. In this case, payment will be made to the Holders in such manner as shall be specified in the notice.

13. APPLICABLE LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

- (a) Applicable Law. The terms and conditions of the Securities as well as the rights and obligations of the Holders and the Issuer shall in all respects be governed by, and exclusively construed in accordance with, German law.
- (b) Place of performance. Place of performance shall be Frankfurt am Main, Germany.
- (c) Place of jurisdiction. The regional court (*Landgericht*) of Frankfurt am Main, Germany, shall have non-exclusive jurisdiction for any disputes or other proceedings arising in connection with the Securities.

14. SEVERABILITY

Should any provision contained in the Conditions be or become legally ineffective in whole or in part, the other provisions shall remain effective. Any such legally ineffective provision shall be deemed replaced by an effective provision coming as close as legally permissible to the economic purpose of the legally ineffective provision.

15. LANGUAGE

The Conditions shall be binding and relevant in the language as specified therein. A non-binding translation in the language specified in the Conditions may be attached to the Conditions.

BEDINGUNGEN: ALLGEMEINE BEDINGUNGEN

Die nachstehenden Allgemeinen Bedingungen beziehen sich auf die in den Produktbedingungen angegebenen Wertpapiere und sind in Verbindung mit den Produktbedingungen für diese Wertpapiere zu lesen. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbriefenden Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

Definierte Begriffe, die nicht in diesen Allgemeinen Bedingungen definiert werden, haben die ihnen in den Produktbedingungen zugewiesene Bedeutung. Bezugnahmen auf die Bedingungen beziehen sich auf diese Allgemeinen Bedingungen und die für die betreffenden Wertpapiere geltenden Produktbedingungen.

2. EMITTENTIN, FORM, INHABER UND STATUS

(a) Emittentin. Die Wertpapiere werden von der ABN AMRO Bank N.V., einer in den Niederlanden errichteten Bank mit Sitz in Amsterdam, als Emittentin (wie in Produktbedingung 1 definiert) begeben.

(b) Form. Die Wertpapiere werden, sofern sie nicht in dematerialisierter Form begeben werden, durch eine Inhaber-Sammelurkunde (die „**Globalurkunde**“) verbrieft, die bei der Clearingstelle hinterlegt wird, und werden nur gemäß den Gesetzen, Vorschriften und Verfahren, die auf die Clearingstelle anwendbar sind, über deren Buchungssysteme die Übertragung der Wertpapiere erfolgt, übertragen. Sofern die jeweils geltenden Gesetze sowie die Vorschriften und Verfahren, die auf die Clearingstelle anwendbar bzw. von dieser erlassen worden sind (die „**Anwendbaren Vorschriften**“), dies vorsehen, werden die Wertpapiere in dematerialisierter Form begeben und in das Buchungssystem der Clearingstelle eingetragen. Im Fall von Wertpapieren, die in dematerialisierter Form begeben werden, werden die Rechte an den Wertpapieren zwischen den Inhabern von Konten bei der Clearingstelle gemäß den Anwendbaren Vorschriften übertragen. Die maßgeblichen Endgültigen Bedingungen werden angeben, ob die Wertpapiere durch eine Globalurkunde verbrieft oder in dematerialisierter Form begeben werden und können weitere Einzelheiten hinsichtlich der anwendbaren Form enthalten. Es werden keine Einzelurkunden ausgegeben.

(c) Inhaber. „**Inhaber**“ bezeichnet:

(i) im Fall von Wertpapieren, die in einer Globalurkunde verbrieft werden, jeden Inhaber von Miteigentumsanteilen an der Globalurkunde, die gemäß den

Gesetzen, Vorschriften und Verfahren, die auf die Clearingstelle anwendbar sind, über deren Buchungssysteme die Übertragung der Wertpapiere erfolgt, auf einen neuen Inhaber übertragen werden können. Jede Person (mit Ausnahme einer anderen Clearingstelle), die zu dem jeweiligen Zeitpunkt in den Unterlagen der Clearingstelle als Eigentümer einer bestimmten Anzahl der Wertpapiere ausgewiesen ist (wobei in diesem Zusammenhang sämtliche Bescheinigungen oder sonstige Dokumente, die von der Clearingstelle über die einer Person zustehende Anzahl der Wertpapiere ausgestellt wurden, in jeder Hinsicht endgültig und verbindlich sind, es sei denn, es liegt ein offenkundiger Fehler vor), wird von der Emittentin und jeder Zahlstelle in jeder Hinsicht als Inhaber der betreffenden Anzahl der Wertpapiere behandelt, ausgenommen im Hinblick auf solche Zahlungs- und/oder Lieferpflichten, bei denen das Recht auf solche Zahlungen bzw. Lieferungen gegenüber der Emittentin und den Zahlstellen allein derjenigen Person zusteht, die die Globalurkunde unmittelbar verwahrt;

(ii) im Fall von Wertpapieren, die in dematerialisierter Form begeben werden, eine Person, in deren Namen ein Wertpapier im Buchungssystem der Clearingstelle eingetragen ist oder jede andere Person, die nach den Anwendbaren Vorschriften als Inhaber der Wertpapiere gilt. Die maßgeblichen Endgültigen Bedingungen können weitere Einzelheiten in Bezug auf den Inhaber von in dematerialisierter Form begebenen Wertpapieren enthalten.

(d) Status. Die Wertpapiere begründen unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen unbesicherten und nicht nachrangigen gegenwärtigen und zukünftigen Verbindlichkeiten der Emittentin gleichrangig sind, mit Ausnahme der Verbindlichkeiten, denen durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

3. VORZEITIGE KÜNDIGUNG

Die Emittentin ist berechtigt, die Wertpapiere zu kündigen, wenn sie nach ihrem billigen Ermessen festgestellt hat, dass die Erfüllung der Verbindlichkeiten aus den Wertpapieren für die Emittentin vollständig oder teilweise rechtswidrig geworden ist, wenn sie nach Treu und Glauben die von einer staatlichen, verwaltungsbehördlichen, gesetzgebenden oder rechtsprechenden Stelle oder Gewalt erlassenen gegenwärtigen oder zukünftigen Gesetze, Verordnungen, Vorschriften, Urteile, Beschlüsse oder Richtlinien einhält (das „**Anwendbare Recht**“). In diesem Fall wird die Emittentin jedoch jedem Inhaber, sofern und soweit nach Anwendbarem Recht zulässig, für jedes von einem solchen Inhaber gehaltene Wertpapier einen Betrag zahlen, den die Emittentin als angemessenen Marktwert des Wertpapiers zu dem Zeitpunkt unmittelbar vor einer solchen Kündigung (ohne Berücksichtigung der Rechts-

widrigkeit) ermittelt, wobei diejenigen Kosten in Abzug gebracht werden, die der Emittentin im Zusammenhang mit der Rückabwicklung von mit den Wertpapieren zusammenhängenden Absicherungsgeschäften entstanden sind.

4. MITTEILUNGEN

Alle Mitteilungen gemäß den Allgemeinen Bedingungen und/oder den Produktbedingungen werden entweder (i) auf der Internetseite der Emittentin (oder einer Nachfolgesite) veröffentlicht und gelten mit dem Tag der Veröffentlichung als wirksam erfolgt oder werden (ii) an die Clearingstelle übermittelt und gelten mit der Übermittlung als wirksam erfolgt, es sei denn, die betreffende Mitteilung sieht ein anderes Datum für die Wirksamkeit vor. Auf welche Weise Mitteilungen erfolgen, ist in den maßgeblichen Endgültigen Bedingungen angegeben. Zusätzliche Veröffentlichungsvorschriften im Rahmen zwingender gesetzlicher Vorschriften oder im Rahmen der Regeln oder Vorschriften maßgeblicher Börsen bleiben hiervon unberührt.

5. ABSICHERUNGSSTÖRUNG

- (a) Benachrichtigung. Falls die Emittentin gemäß der Allgemeinen Bedingung 5(b) feststellt, dass eine Absicherungsstörung eingetreten ist, teilt die Berechnungsstelle auf Anweisung der Emittentin, so bald wie dies den Umständen entsprechend angemessen möglich ist, den Inhabern gemäß der Allgemeinen Bedingung 4 (i) die Feststellung der Absicherungsstörung durch die Emittentin und (ii) die von der Emittentin gemäß der Allgemeinen Bedingung 5(c) bestimmte Folge einer solchen Absicherungsstörung mit.
- (b) Absicherungsstörung. Eine „**Absicherungsstörung**“ liegt vor, wenn die Emittentin feststellt, dass die Tätigung, Verlängerung, Ersetzung oder Aufrechterhaltung eines maßgeblichen Absicherungsgeschäfts (ein „**Maßgebliches Absicherungsgeschäft**“), das die Emittentin zur Absicherung ihrer Verpflichtungen aus den Wertpapieren für notwendig oder ratsam hält, für die Emittentin aus irgendeinem Grund nach billigem Ermessen ganz oder teilweise nicht bzw. nicht mehr durchführbar ist oder aus anderen Gründen nicht mehr ratsam ist. Die Gründe für eine solche Feststellung durch die Emittentin können insbesondere sein (ohne jedoch darauf beschränkt zu sein):
 - (i) ein wesentlicher Liquiditätsmangel im Markt für die betreffenden Instrumente (die „**von einer Störung betroffenen Instrumente**“), die von Zeit zu Zeit im Basiswert, auf den sich die Wertpapiere beziehen, enthalten sind; oder
 - (ii) Änderungen des Anwendbaren Rechts (u.a. einschließlich des Steuerrechts) oder die Verkündung bzw. Änderung in der Auslegung des Anwendbaren Rechts durch ein Gericht, ein Rechtsprechungsorgan oder eine Aufsichts-

behörde, das bzw. die nach dem Anwendbarem Recht zuständig ist (einschließlich steuerbehördlicher Maßnahmen); oder

- (iii) eine wesentliche Verschlechterung der Kreditwürdigkeit einer Partei, mit der die Emittentin ein solches Maßgebliches Absicherungsgeschäft abgeschlossen hat; oder
 - (iv) das allgemeine Fehlen von: (A) Marktteilnehmern, die bereit sind, ein Maßgebliches Absicherungsgeschäft zu tätigen; oder (B) Marktteilnehmern, die ein Maßgebliches Absicherungsgeschäft zu wirtschaftlich angemessenen Bedingungen tätigen.
- (c) Folgen. Die Emittentin ist im Fall einer Absicherungsstörung berechtigt:
- (i) die Wertpapiere zu kündigen. In diesem Fall wird die Emittentin jedem Inhaber für jedes von ihm gehaltene Wertpapier, sofern und soweit nach Anwendbarem Recht zulässig, einen Betrag zahlen, der von der Emittentin als angemessener Marktwert des Wertpapiers unmittelbar vor einer solchen Kündigung ermittelt wird, abzüglich der Kosten, die der Emittentin im Zusammenhang mit der Rückabwicklung diesbezüglicher Absicherungsgeschäfte entstanden sind.
 - (ii) eine Anpassung des betreffenden Basiswerts nach Treu und Glauben durch Herausnahme des von einer Störung betroffenen Instruments zu seinem angemessenen Marktwert (der Null sein kann) vorzunehmen. Im Falle einer solchen Herausnahme darf die Emittentin: (A) alle rechnerischen Erlöse einbehalten, die sich aus einer Herausnahme ergeben, und die Zahlungs- und/oder Lieferbedingungen in Bezug auf die Wertpapiere anpassen; oder (B) solche Erlöse fiktiv in (einen) andere(n) Basiswert(e) investieren, einschließlich des/der Basiswert(e)(s), auf den/die sich die Wertpapiere beziehen, sofern dies gemäß den Bedingungen zulässig ist;
 - (iii) sonstige Anpassungen der Bedingungen vorzunehmen, die die Emittentin für zweckmäßig hält, um den rechnerischen Wert der Wertpapiere nach der Vornahme der durch die betreffende Absicherungsstörung bedingten Anpassungen zu erhalten.

6. KÄUFE, WEITERE EMISSIONEN DURCH DIE EMITTENTIN UND VERJÄHRUNG

- (a) Käufe. Die Emittentin bzw. ihre Verbundenen Unternehmen sind berechtigt, Wertpapiere zu einem beliebigen Preis im offenen Markt, im Tendersverfahren oder freihändig zu kaufen. Die solchermaßen erworbenen Wertpapiere können gehalten,

entwertet oder erneut begeben bzw. erneut verkauft werden, wobei Wertpapiere, die auf die vorstehend beschriebene Art und Weise erneut begeben bzw. erneut verkauft werden, in jeder Hinsicht als Bestandteil der ursprünglichen Serie der Wertpapiere gelten.

In dieser Allgemeinen Bedingung 6(a) bezeichnet „**Verbundenes Unternehmen**“ einen Rechtsträger, der von der Emittentin unmittelbar oder mittelbar beherrscht wird, der die Emittentin unmittelbar oder mittelbar beherrscht oder der von der Emittentin und einem Dritten gemeinsam unmittelbar oder mittelbar beherrscht wird. Für die Zwecke dieser Allgemeinen Bedingungen bezeichnet „**beherrschen**“ das Innehaben einer Stimmrechtsmehrheit an dem Rechtsträger, und „**beherrscht werden**“ ist entsprechend zu verstehen.

- (b) Weitere Emissionen. Der Emittentin steht es frei, zu gegebener Zeit ohne die Zustimmung aller oder einzelner Inhaber weitere Emissionen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Emissionstags oder des Ausgabepreises) in der Weise aufzulegen und durchzuführen, dass sie mit den Wertpapieren zu einer einheitlichen Serie zusammengefasst werden und eine einheitliche Serie bilden.
- (c) Verjährung. Die Vorlegungsfrist für die Wertpapiere beträgt hinsichtlich der Rückzahlung der Wertpapiere zehn Jahre und beginnt mit dem Tag, an dem die Wertpapiere ausgeübt oder gekündigt werden. Werden die Wertpapiere nicht vorgelegt, erlischt der maßgebliche Zahlungsanspruch. Zur Klarstellung wird darauf hingewiesen, dass die Rückzahlungsansprüche der Inhaber auch dann erlöschen, wenn die Wertpapiere nicht gemäß den Ausübungsbestimmungen ausgeübt werden.

7. BESTIMMUNGEN UND ÄNDERUNGEN

- (a) Bestimmungen. Eine von der Emittentin oder der Berechnungsstelle getroffene Bestimmung ist für die Inhaber endgültig, abschließend und verbindlich, es sei denn, es liegt ein offenkundiger Fehler vor.
- (b) Änderungen. Die Emittentin kann ohne die Zustimmung aller oder einzelner Inhaber die in den Bedingungen enthaltenen Bestimmungen ändern, sofern: (i) diese rein formaler, unbedeutender oder technischer Natur sind; (ii) dies der Berichtigung offenkundiger Schreib- oder Rechenfehler oder sonstiger offenkundiger Irrtümer dient; oder (iii) die Interessen der Inhaber nach billigem Ermessen der Emittentin nicht wesentlich beeinträchtigt werden. Änderungen sind den Inhabern gemäß der Allgemeinen Bedingung 4 mitzuteilen.

8. ERSETZUNG

- (a) Ersetzung der Emittentin. Die Emittentin kann in ihrer Eigenschaft als Hauptschuldnerin der Wertpapiere jederzeit ohne die Zustimmung der Inhaber eine andere Gesellschaft an ihre Stelle setzen (die „**Ersatzemittentin**“), bei der es sich um eine Tochtergesellschaft oder ein verbundenes Unternehmen der Emittentin handelt; dies gilt mit der Maßgabe, dass: (i) die Verpflichtung der Ersatzemittentin aus den Wertpapieren durch die ABN AMRO Holding N.V. (die „ **Holding**“) garantiert wird, es sei denn, die Holding ist die Ersatzemittentin; (ii) sämtliche Handlungen, Bedingungen und Maßnahmen, die vorgenommen, erfüllt bzw. ergriffen werden müssen (einschließlich der Einholung der erforderlichen Genehmigungen), um sicherzustellen, dass die Wertpapiere rechtmäßige, wirksame und verbindliche Verpflichtungen der Ersatzemittentin begründen, vorgenommen, erfüllt bzw. ergriffen wurden und uneingeschränkt wirksam und in Kraft sind; und (iii) die Emittentin den Inhabern den Tag einer solchen Ersetzung mit einer Frist von mindestens dreißig Tagen gemäß der Allgemeinen Bedingung 4 mitteilt. Im Falle einer Ersetzung der Emittentin gelten in den Bedingungen enthaltene Bezugnahmen auf die Emittentin von diesem Zeitpunkt an als Bezugnahmen auf die Ersatzemittentin. Die maßgeblichen Endgültigen Bedingungen können weitere oder andere Voraussetzungen für die Ersetzung der Emittentin gemäß dieser Allgemeinen Bedingung 8(a) beinhalten.
- (b) Ersetzung der Geschäftsstelle. Die Emittentin hat das Recht, durch Mitteilung an die Inhaber gemäß der Allgemeinen Bedingung 4 eine Änderung der Geschäftsstelle vorzunehmen, durch die sie als Emittentin handelt, wobei der Tag einer solchen Änderung in der betreffenden Mitteilung anzugeben ist.

9. BESTEUERUNG

Die Emittentin übernimmt weder die Haftung noch eine sonstige Verpflichtung im Hinblick auf die Entrichtung von Steuern oder Abgaben, den Einbehalt von Quellenabzügen oder ähnlichen Zahlungen, die im Zusammenhang mit dem Eigentum, der Übertragung oder der Ausübung von Wertpapieren anfallen können. Alle Kosten sind, wie in den Produktbedingungen vorgesehen, von dem Inhaber des jeweiligen Wertpapiers zu tragen. Sämtliche Zahlungen bzw. Lieferungen in Bezug auf die Wertpapiere unterliegen in jedem Fall allen geltenden steuerlichen und sonstigen Gesetzen und Vorschriften (einschließlich - sofern zutreffend - Gesetzen, die Abzüge von bzw. Einbehalte für Steuern, Abgaben oder sonstige(n) Lasten jedweder Art vorschreiben). Der Inhaber haftet für und/oder trägt sämtliche Steuern, Abgaben oder Lasten im Zusammenhang mit dem Eigentum und der Übertragung, Zahlung oder Lieferung in Bezug auf die von ihm gehaltenen Wertpapiere. Die Emittentin ist berechtigt, jedoch nicht verpflichtet, von zahlbaren Beträgen solche Beträge einzubehalten bzw. abzuziehen, die jeweils zur Berücksichtigung bzw. Zahlung solcher

Steuern, Abgaben oder Lasten oder zur Vornahme von Einbehalten oder sonstigen Zahlungen erforderlich sind.

10. WÄHRUNG, ANPASSUNGEN IM HINBLICK AUF DIE EUROPÄISCHE WÄHRUNGSUNION

- (a) Währungsumstellung. Die Emittentin kann ohne Zustimmung der Inhaber durch Mitteilung an die Inhaber gemäß der Allgemeinen Bedingung 4 bestimmen, dass die in den maßgeblichen Endgültigen Bedingungen angegebene Währung der Wertpapiere in den Bedingungen mit Wirkung von dem in der Mitteilung vorgesehenen Umstellungstag auf Euro umgestellt wird. Die Ausübung dieses Wahlrechts hat folgende Wirkung:
- (i) handelt es sich bei der Abrechnungswährung um die Nationale Währungseinheit eines Landes, das an der dritten Stufe der Europäischen Wirtschafts- und Währungsunion nach Maßgabe des Vertrags teilnimmt, so gilt die betreffende Abrechnungswährung als Euro-Betrag, der zum Festgestellten Umrechnungskurs von der ursprünglichen Abrechnungswährung in Euro umgerechnet wurde, vorbehaltlich der Rundungsregelungen (sofern zutreffend), die gegebenenfalls von der Emittentin festgelegt und in der Mitteilung angegeben werden. Nach dem Umstellungstag werden sämtliche Zahlungen im Zusammenhang mit den Wertpapieren ausschließlich in Euro geleistet, als seien sämtliche in den Wertpapieren enthaltenen Bezugnahmen auf die Abrechnungswährung Bezugnahmen auf den Euro;
 - (ii) ist in den maßgeblichen Endgültigen Bedingungen ein Wechselkurs angegeben, oder sind Beträge in einer der maßgeblichen Endgültigen Bedingungen in einer Nationalen Währungseinheit (die „**Ursprüngliche Währung**“) eines Landes ausgewiesen, das an der dritten Stufe der Europäischen Wirtschafts- und Währungsunion nach Maßgabe des Vertrags teilnimmt, so gilt der betreffende Wechselkurs und/oder sonstige in den maßgeblichen Endgültigen Bedingungen enthaltene Beträge als zu dem Festgestellten Umrechnungskurs in Euro ausgedrückt bzw. (bei Wechselkursen) als zu dem Festgestellten Umrechnungskurs in Euro umgerechnet; und
 - (iii) es sind alle sonstigen gegebenenfalls von der Emittentin festgesetzten Änderungen der Bedingungen vorzunehmen, um diese an die jeweils für auf Euro lautende Instrumente geltenden Regelungen anzupassen.
- (b) Anpassung der Bedingungen. Die Emittentin darf durch Mitteilung an die Inhaber gemäß der Allgemeinen Bedingung 4 ohne deren Zustimmung diejenigen Anpassungen der Bedingungen vornehmen, die von der Emittentin als zweckmäßig erachtet werden, um den Folgen der dritten Stufe der Europäischen Wirtschafts- und

Währungsunion nach Maßgabe des Vertrags für die Bedingungen Rechnung zu tragen.

- (c) Euro-Umrechnungskosten. Ungeachtet der Allgemeinen Bedingung(en) 10(a) und/oder 10(b) haften weder die Emittentin noch die Berechnungsstelle oder eine Zahlstelle gegenüber einem Inhaber oder einer sonstigen Person für etwaige Gebühren, Kosten, Verluste oder Auslagen aus oder im Zusammenhang mit Überweisungen von Euro-Beträgen oder diesbezüglich vorgenommenen Währungs-umrechnungen oder Rundungen.
- (d) Definitionen hinsichtlich der Europäischen Wirtschafts- und Währungsunion. In dieser Allgemeinen Bedingung haben die folgenden Begriffe jeweils die folgende Bedeutung:

„**Umstellungstag**“ bezeichnet den von der Emittentin in der Mitteilung an die Inhaber gemäß dieser Allgemeinen Bedingung vorgesehenen Tag, der frühestens auf den Tag fällt, an dem das Land der Ursprünglichen Währung bzw. der Abrechnungswährung erstmals an der dritten Stufe der Europäischen Wirtschafts- und Währungsunion nach Maßgabe des Vertrags teilnimmt;

„**Festgestellter Umrechnungskurs**“ bezeichnet den Kurs für die Umrechnung der Ursprünglichen Währung bzw. der Abrechnungswährung in Euro (einschließlich der Einhaltung der Rundungsregelungen nach Maßgabe der geltenden EG-Vorschriften), der gemäß Artikel 123 des Vertrags von dem Rat der Europäischen Union festgestellt wird;

„**Nationale Währungseinheit**“ bezeichnet die Einheit der Währung eines Landes, wie an dem Tag vor der erstmaligen Teilnahme des Landes an der dritten Stufe der Europäischen Wirtschafts- und Währungsunion nach Maßgabe des Vertrags bestimmt; und

„**Vertrag**“ bezeichnet den Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils geltenden Fassung.

11. BEAUFTRAGTE

- (a) Hauptzahlstelle und Zahlstellen. Die Emittentin, handelnd durch ihre Geschäftsstelle unter der in den maßgeblichen Endgültigen Bedingungen angegebenen Anschrift, übernimmt die Aufgaben der Hauptzahlstelle (die „**Hauptzahlstelle**“, wobei dieser Begriff sämtliche Nachfolge-Hauptzahlstellen umfasst). Die Emittentin behält sich das Recht vor, die Bestellung einer Zahlstelle (die „**Zahlstelle**“, wobei dieser Begriff sowohl die Hauptzahlstelle als auch sämtliche Nachfolge-Zahlstellen umfasst) jederzeit zu ändern oder aufzuheben und weitere oder zusätzliche Zahlstellen zu bestellen. Dies gilt mit der Maßgabe, dass die Aufhebung der Bestellung als Hauptzahlstelle erst

mit der Bestellung einer Ersatz-Hauptzahlstelle wirksam wird, und dass es, wenn und solange die Wertpapiere an einer Börse notiert sind oder die Wertpapiere in einer Rechtsordnung öffentlich angeboten werden, in jedem Land eine Zahlstelle mit einer Geschäftsstelle gibt, wo dies nach den Regeln und Vorschriften der betreffenden Börse und der betreffenden Rechtsordnung vorgeschrieben ist. Die Bestellung bzw. die Aufhebung einer Bestellung oder etwaige Änderungen der in den maßgeblichen Endgültigen Bedingungen bezeichneten Geschäftsstelle einer Zahlstelle werden den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt. Jede Zahlstelle handelt ausschließlich als Beauftragte der Emittentin und übernimmt keinerlei Verpflichtungen gegenüber den Inhabern insgesamt oder einzelnen von ihnen, und es wird kein Auftrags- oder Treuhandverhältnis zwischen der Zahlstelle und den Inhabern insgesamt oder einzelnen von ihnen begründet. Sämtliche Berechnungen oder Feststellungen, die von einer Zahlstelle in Bezug auf die Wertpapiere vorgenommen werden, sind für die Inhaber endgültig, abschließend und verbindlich, es sei denn, es liegt ein offenkundiger Fehler vor.

- (b) Berechnungsstelle. Die Emittentin, handelnd durch ihre Geschäftsstelle unter der in den maßgeblichen Endgültigen Bedingungen angegebenen Anschrift, übernimmt die Aufgaben der Berechnungsstelle (die „**Berechnungsstelle**“, wobei dieser Begriff sämtliche Nachfolge-Berechnungsstellen umfasst) in Bezug auf die Wertpapiere, es sei denn, die Emittentin beschließt die Bestellung einer Nachfolge-Berechnungsstelle nach Maßgabe der nachstehenden Bestimmungen.

Die Emittentin behält sich das Recht vor, jederzeit eine andere Institution als Berechnungsstelle zu bestellen, wobei die Aufhebung der Bestellung der bisherigen Berechnungsstelle erst mit der Bestellung einer Ersatz-Berechnungsstelle wirksam wird. Die Bestellung bzw. die Aufhebung der Bestellung oder eine Änderung der in den maßgeblichen Endgültigen Bedingungen bezeichneten Geschäftsstelle der Berechnungsstelle wird den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt.

Die Berechnungsstelle handelt ausschließlich als Beauftragte der Emittentin und übernimmt keinerlei Verpflichtungen gegenüber den Inhabern; es wird kein Auftrags- oder Treuhandverhältnis zwischen ihr und den Inhabern begründet. Sämtliche Berechnungen oder Feststellungen der Berechnungsstelle (unabhängig davon, ob es sich dabei um die Emittentin handelt) in Bezug auf die Wertpapiere sind für die Inhaber endgültig, abschließend und verbindlich, es sei denn, es liegt ein offenkundiger Fehler vor.

Bei der Vornahme sämtlicher Feststellungen und Berechnungen in Bezug auf die Wertpapiere wird die Berechnungsstelle stets nach Treu und Glauben und in wirtschaftlich angemessener Weise handeln.

Die Berechnungsstelle kann ihre Pflichten und Aufgaben mit Zustimmung der Emittentin (sofern die Emittentin nicht selbst als Berechnungsstelle fungiert) auf einen Dritten übertragen, sofern sie dies für zweckmäßig hält.

12. ZAHLUNGEN

- (a) Zahlungen. Zahlungen in Bezug auf die Wertpapiere erfolgen gemäß der Allgemeinen Bedingung 12(b) an die jeweilige in den maßgeblichen Endgültigen Bedingungen angeführte Clearingstelle oder deren Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber der betreffenden Clearingstelle in Anwendung der anwendbaren Gesetze sowie der Regeln und Verfahren der betreffenden Clearingstelle.
- (b) Erfüllung. Die Emittentin wird durch Leistung der Zahlung an die jeweilige Clearingstelle oder deren Order von ihrer Zahlungspflicht befreit.
- (c) Zahlungstag. Ist der Tag einer Zahlung in Bezug auf ein Wertpapier kein Zahlungstag (wie in den Produktbedingungen definiert), so hat der Inhaber keinen Anspruch auf Zahlung vor dem nächstfolgenden Zahlungstag. Ein Anspruch auf Zinsen oder sonstige Zahlungen aufgrund dieser Verzögerung besteht nicht.
- (d) Von den in der Allgemeinen Bedingung 12(a) bis 12(c) aufgeführten Zahlungsbestimmungen kann die Emittentin nach vorhergehender Mitteilung an die Inhaber gemäß der Allgemeinen Bedingung 4 abweichen. In diesem Fall erfolgt die Zahlung an die Inhaber in der in der Mitteilung aufgeführten Art und Weise.

13. ANWENDBARES RECHT, ERFÜLLUNGSORT UND GERICHTSSTAND

- (a) Anwendbares Recht. Die Wertpapierbedingungen sowie die Rechte und Pflichten der Inhaber und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht und sollen ausschließlich nach deutschem Recht ausgelegt werden.
- (b) Erfüllungsort. Erfüllungsort ist Frankfurt am Main, Deutschland.
- (c) Gerichtsstand. Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Wertpapieren entstehenden Klagen oder sonstigen Verfahren ist das Landgericht Frankfurt am Main, Deutschland.

14. SALVATORISCHE KLAUSEL

Sollte eine Bestimmung der Bedingungen ganz oder teilweise rechtsunwirksam sein oder werden, so bleiben die übrigen Bestimmungen wirksam. Anstelle der rechtsunwirksamen Bestimmung gilt eine wirksame Regelung, die den wirtschaftlichen Zwecken der rechtsunwirksamen Bestimmung soweit rechtlich möglich Rechnung trägt.

15. SPRACHE

Die Bedingungen sind bindend und maßgeblich in der in diesen bestimmten Sprache. Eine unverbindliche Übersetzung in der in den Bedingungen bestimmten Sprache ist den Bedingungen gegebenenfalls beigefügt.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO COMMODITY MINI FUTURE LONG CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified in the relevant Final Terms, and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be

approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Commodity**” means the commodity specified as such in the relevant Final Terms, subject to Product Condition 3;

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Commodity or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount equal to the bid price of the Commodity quoted on the Reuters page referred to in the definition of Commodity in the relevant Final Terms at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the bid price of the Commodity on such date having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Prevailing Interest Rate plus Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Prevailing Interest Rate**” means the rate, as determined by the Calculation Agent in its reasonable discretion, for deposits in the Financing Level Currency in the inter-bank market with a maturity of either one month or overnight, as selected by the Calculation Agent in its reasonable discretion;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Commodity are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Securities**” means each Series of Commodity MINI Future Long Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “**Securities**” and “**Security**” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the bid low price of the Commodity quoted on the Reuters page specified in the relevant Final Terms is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, less than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level on the current Stop Loss Reset Date; plus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Reset Date**” means, unless otherwise specified in the relevant Final Terms, (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Stop Loss Reset Date will be the next following Business Day or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount determined by the Calculation Agent in its reasonable discretion to be the fair market price for the Commodity as determined by the Calculation Agent by reference to the bid prices of the Commodity on the Exchange during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the Stop Loss Termination Date or if the Stop Loss Event occurs at the Valuation Time on the Stop Loss Termination Date, the following Trading Day;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“**Termination Reference Price**” means the amount equal to the bid price of the Commodity on the Reuters page referred to in the definition of Commodity in the relevant Final Terms at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Trading Day**” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“**Valuation Date**” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event

has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“**Valuation Time**” means the time specified as such in the relevant Final Terms, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.

- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.
- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United

States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure properly to complete a Notice in the manner set out above and deliver in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred. A "**Market Disruption Event**" means:

- (a) Price Source Disruption. The failure by the Exchange to announce or publish the price for the Commodity (or the information necessary for determining such price), or the temporary or permanent discontinuance or unavailability of such price by the Exchange; or
- (b) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or
- (c) Disappearance of Price. The failure of trading to commence, or the permanent discontinuation of trading of the Commodity on the Exchange; or
- (d) Material Change in Formula. The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the price of the Commodity; or
- (e) Material Change in Content. The occurrence, since the Issue Date, of a material change in the content or composition of the Commodity; or
- (f) De Minimis Trading. The number of contracts traded on the Exchange with respect to the Commodity is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Commodity has been impaired due to a lack of, or a material reduction in, trading in the Commodity on the Exchange; or
- (g) Tax Disruption. The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Commodity (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the price of the Commodity on the Valuation Date and/or on each of the three Trading Days following the Valuation Date and/or during the Stop Loss Termination Valuation Period from what it would have been without that imposition, change or removal; or
- (h) Trading Limitation. The material limitation imposed on trading in the Commodity with respect to it or any contract with respect to it on any exchange or principal trading market; or
- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located; or
- (j) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO COMMODITY MINI FUTURE LONG QUANTO CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Accrued Quanto Maintenance Fees**” means an amount in the Financing Level Currency equal to the aggregate of Quanto Maintenance Fees accrued within the current Calculation Period as determined by the Calculation Agent. The Accrued Quanto Maintenance Fees can be negative;

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

- (a) Upon Exercise by the Holder:
(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or
- (b) Upon an Issuer Call:
(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or
- (c) Following a Stop Loss Event:
(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the Exchange Rate (if applicable) and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Commodity**” means the commodity specified as such in the relevant Final Terms, subject to Product Condition 3;

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; minus
- (c) Accrued Quanto Maintenance Fees.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Commodity or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, a fixed rate of exchange where 1 unit of the Financing Level Currency equals 1 unit of the Settlement Currency;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount equal to the bid price of the Commodity quoted on the Reuters page referred to in the definition of Commodity in the relevant Final Terms at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the bid price of the Commodity on such date having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Prevailing Interest Rate plus Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Initial Quanto Maintenance Fee Level**” means the level specified as such in the relevant Final Terms;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Launch Date**” means the date specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Prevailing Interest Rate**” means the rate, as determined by the Calculation Agent in its reasonable discretion, for deposits in the Financing Level Currency in the inter-bank market with a maturity of either one month or overnight, as selected by the Calculation Agent in its reasonable discretion;

“**Quanto Maintenance Fee**” means a fee in the Financing Level Currency covering the costs associated with arranging the Exchange Rate with respect to the Securities which will be calculated on each Business Day from the Launch Date by the Calculation Agent in accordance with the following formula:

$$\text{Quanto Maintenance Reference Price} \times \text{Quanto Maintenance Fee Level} \times$$

number of calendar days elapsed since the last Business Day (including the current day)
divided by 360.

If the Issuer realises a profit when arranging the Exchange Rate, the Quanto Maintenance Fee can be negative;

“**Quanto Maintenance Fee Level**” means, with respect to the Launch Date, the Initial Quanto Maintenance Fee Level, and thereafter the relevant Quanto Maintenance Fee Level as determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Maintenance Fee Level in its reasonable discretion having regard to the prevailing market conditions, the correlation between the Commodity and the prevailing rate of exchange between the Financing Level Currency and the Settlement Currency, interest rates of such currencies and such other factors as the Calculation Agent deems relevant in determining the costs associated with arranging the quanto feature with respect to the Securities. The Quanto Maintenance Fee Level can be negative;

“**Quanto Maintenance Reference Price**” means, for each Business Day, an amount equal to the bid price of the Commodity on the Reuters page referred to in the definition of Commodity in the relevant Final Terms at the Valuation Time on the immediately preceding Trading Day as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Commodity are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Securities**” means each Series of Commodity MINI Future Long Quanto Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “**Securities**” and “**Security**” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the bid low price of the Commodity quoted on the Reuters page specified in the relevant Final Terms is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, less than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level on the current Stop Loss Reset Date; plus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Reset Date**” means, unless otherwise specified in the relevant Final Terms, (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Stop Loss Reset Date will be the next following Business Day or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“Stop Loss Termination Reference Price” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount determined by the Calculation Agent in its reasonable discretion to be the fair market price for the Commodity as determined by the Calculation Agent by reference to the bid prices of the Commodity on the Exchange during the Stop Loss Termination Valuation Period;

“Stop Loss Termination Valuation Date” means the Stop Loss Termination Date or if the Stop Loss Event occurs at the Valuation Time on the Stop Loss Termination Date, the following Trading Day;

“Stop Loss Termination Valuation Period” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“Termination Reference Price” means the amount equal to the bid price of the Commodity on the Reuters page referred to in the definition of Commodity in the relevant Final Terms at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“Trading Day” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“Valuation Date” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price

of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“**Valuation Time**” means the time specified as such in the relevant Final Terms, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.

- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission’s regulations by virtue of its participants being non-U.S. persons; or (G) any other “U.S. person” as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred. A “**Market Disruption Event**” means:

- (a) Price Source Disruption. The failure by the Exchange to announce or publish the price for the Commodity (or the information necessary for determining such price), or the temporary or permanent discontinuance or unavailability of such price by the Exchange; or
- (b) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or

- (c) Disappearance of Price. The failure of trading to commence, or the permanent discontinuation of trading of the Commodity on the Exchange; or
- (d) Material Change in Formula. The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the price of the Commodity; or
- (e) Material Change in Content. The occurrence, since the Issue Date, of a material change in the content or composition of the Commodity; or
- (f) De Minimis Trading. The number of contracts traded on the Exchange with respect to the Commodity is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Commodity has been impaired due to a lack of, or a material reduction in, trading in the Commodity on the Exchange; or
- (g) Tax Disruption. The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Commodity (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the price of the Commodity on the Valuation Date and/or on each of the three Trading Days following the Valuation Date and/or during the Stop Loss Termination Valuation Period from what it would have been without that imposition, change or removal; or
- (h) Trading Limitation. The material limitation imposed on trading in the Commodity with respect to it or any contract with respect to it on any exchange or principal trading market; or
- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located; or
- (j) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO COMMODITY MINI FUTURE SHORT CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified in the relevant Final Terms, and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be

approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Commodity**” means the commodity specified as such in the relevant Final Terms, subject to Product Condition 3;

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Commodity and/or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount equal to the ask price of the Commodity quoted on the Reuters page referred to in the definition of Commodity in the relevant Final Terms at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the ask price of the Commodity on such date having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Prevailing Interest Rate minus Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360.

The Funding Cost can be negative;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if

the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Prevailing Interest Rate**” means the rate, as determined by the Calculation Agent in its reasonable discretion, for deposits in the Financing Level Currency in the inter-bank market with a maturity of either one month or overnight, as selected by the Calculation Agent in its reasonable discretion;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Commodity are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Securities**” means each Series of Commodity MINI Future Short Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “**Securities**” and “**Security**” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the high ask price of the Commodity quoted on the Reuters page specified in the relevant Final Terms is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, greater than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level on the current Stop Loss Reset Date; minus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Reset Date**” means, unless otherwise specified in the relevant Final Terms, (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Stop Loss Reset Date will be the next following Business Day or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount determined by the Calculation Agent in its reasonable discretion to be the fair market price for the Commodity as determined by the Calculation Agent by reference to the ask prices of the Commodity on the Exchange during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the Stop Loss Termination Date or if the Stop Loss Event occurs at the Valuation Time on the Stop Loss Termination Date, the following Trading Day;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“**Termination Reference Price**” means the amount equal to the ask price of the Commodity on the Reuters page referred to in the definition of Commodity in the relevant Final Terms at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Trading Day**” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“**Valuation Date**” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the

Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“**Valuation Time**” means the time specified as such in the relevant Final Terms, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or

- (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.
- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally

for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred. A “**Market Disruption Event**” means:

- (a) Price Source Disruption. The failure by the Exchange to announce or publish the price for the Commodity (or the information necessary for determining such price), or the temporary or permanent discontinuance or unavailability of such price by the Exchange; or
- (b) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or
- (c) Disappearance of Price. The failure of trading to commence, or the permanent discontinuation of trading of the Commodity on the Exchange; or
- (d) Material Change in Formula. The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the price of the Commodity; or
- (e) Material Change in Content. The occurrence, since the Issue Date, of a material change in the content or composition of the Commodity; or
- (f) De Minimis Trading. The number of contracts traded on the Exchange with respect to the Commodity is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Commodity has been impaired due to a lack of, or a material reduction in, trading in the Commodity on the Exchange; or
- (g) Tax Disruption. The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Commodity (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the price of the Commodity on the Valuation Date and/or on each of the three Trading Days following the Valuation Date and/or during the Stop Loss Termination Valuation Period from what it would have been without that imposition, change or removal; or
- (h) Trading Limitation. The material limitation imposed on trading in the Commodity with respect to it or any contract with respect to it on any exchange or principal trading market; or

- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located; or
- (j) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO COMMODITY MINI FUTURE SHORT QUANTO CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Accrued Quanto Maintenance Fees**” means an amount in the Financing Level Currency equal to the aggregate of Quanto Maintenance Fees accrued within the current Calculation Period as determined by the Calculation Agent. The Accrued Quanto Maintenance Fees can be negative;

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the Exchange Rate (if applicable) and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Commodity**” means the commodity specified as such in the relevant Final Terms, subject to Product Condition 3;

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; minus
- (c) Accrued Quanto Maintenance Fees.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Commodity and/or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, a fixed rate of exchange where 1 unit of the Financing Level Currency equals 1 unit of the Settlement Currency;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount equal to the ask price of the Commodity quoted on the Reuters page referred to in the definition of Commodity in the relevant Final Terms at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the ask price of the Commodity on such date having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Prevailing Interest Rate minus Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360.

The Funding Cost can be negative;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Initial Quanto Maintenance Fee Level**” means the level specified as such in the relevant Final Terms;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Launch Date**” means the date specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Prevailing Interest Rate**” means the rate, as determined by the Calculation Agent in its reasonable discretion, for deposits in the Financing Level Currency in the inter-bank market with a maturity of either one month or overnight, as selected by the Calculation Agent in its reasonable discretion;

“**Quanto Maintenance Fee**” means a fee in the Financing Level Currency covering the costs associated with arranging the Exchange Rate with respect to the Securities which will be calculated on each Business Day from the Launch Date by the Calculation Agent in accordance with the following formula:

$$\text{Quanto Maintenance Reference Price} \times \text{Quanto Maintenance Fee Level} \times$$

number of calendar days elapsed in the Calculation Period (including the current day) divided by 360.

If the Issuer realises a profit when arranging the Exchange Rate, the Quanto Maintenance Fee can be negative;

“**Quanto Maintenance Fee Level**” means, with respect to the Launch Date, the Initial Quanto Maintenance Fee Level, and thereafter the relevant Quanto Maintenance Fee Level as determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Maintenance Fee Level in its reasonable discretion having regard to the prevailing market conditions, the correlation between the Commodity and the prevailing rate of exchange between the Financing Level Currency and the Settlement Currency, interest rates of such currencies and such other factors as the Calculation Agent deems relevant in determining the costs associated with arranging the quanto feature with respect to the Securities. The Quanto Maintenance Fee Level can be negative;

“**Quanto Maintenance Reference Price**” means, for each Business Day, an amount equal to the ask price of the Commodity on the Reuters page referred to in the definition of Commodity in the relevant Final Terms at the Valuation Time on the immediately preceding Trading Day as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Commodity are traded;

“Relevant Number of Trading Days” means the number of Trading Days specified as such in the relevant Final Terms;

“Reset Date” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“Securities” means each Series of Commodity MINI Future Short Quanto Certificates specified in the relevant Final Terms and each such certificate a **“Security”**. References to the terms **“Securities”** and **“Security”** shall be construed severally with respect to each Series specified in the relevant Final Terms;

“Series” means each series of Securities set out in the relevant Final Terms;

“Settlement Currency” means the currency specified as such in the relevant Final Terms;

“Settlement Date” means the date specified as such in the relevant Final Terms;

“Stop Loss Event” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the high ask price of the Commodity quoted on the Reuters page specified in the relevant Final Terms is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, greater than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“Stop Loss Price” means an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level on the current Stop Loss Reset Date; minus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“Stop Loss Reset Date” means, unless otherwise specified in the relevant Final Terms, (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Stop Loss Reset Date will be the next following Business Day or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“Stop Loss Termination Date” means the first Trading Day on which the Stop Loss Event occurs;

“Stop Loss Termination Reference Price” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount determined by the Calculation Agent in its reasonable discretion to be the fair market price for the Commodity as determined by the Calculation Agent by reference to the ask prices of the Commodity on the Exchange during the Stop Loss Termination Valuation Period;

“Stop Loss Termination Valuation Date” means the Stop Loss Termination Date or if the Stop Loss Event occurs at the Valuation Time on the Stop Loss Termination Date, the following Trading Day;

“Stop Loss Termination Valuation Period” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“Termination Reference Price” means the amount equal to the ask price of the Commodity on the Reuters page referred to in the definition of Commodity in the relevant Final Terms at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“Trading Day” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“Valuation Date” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price

of the Commodity and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“**Valuation Time**” means the time specified as such in the relevant Final Terms, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.

- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission’s regulations by virtue of its participants being non-U.S. persons; or (G) any other “U.S. person” as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred. A “**Market Disruption Event**” means:

- (a) Price Source Disruption. The failure by the Exchange to announce or publish the price for the Commodity (or the information necessary for determining such price), or the temporary or permanent discontinuance or unavailability of such price by the Exchange; or
- (b) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or

- (c) Disappearance of Price. The failure of trading to commence, or the permanent discontinuation of trading of the Commodity on the Exchange; or
- (d) Material Change in Formula. The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the price of the Commodity; or
- (e) Material Change in Content. The occurrence, since the Issue Date, of a material change in the content or composition of the Commodity; or
- (f) De Minimis Trading. The number of contracts traded on the Exchange with respect to the Commodity is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Commodity has been impaired due to a lack of, or a material reduction in, trading in the Commodity on the Exchange; or
- (g) Tax Disruption. The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Commodity (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the price of the Commodity on the Valuation Date and/or on each of the three Trading Days following the Valuation Date and/or during the Stop Loss Termination Valuation Period from what it would have been without that imposition, change or removal; or
- (h) Trading Limitation. The material limitation imposed on trading in the Commodity with respect to it or any contract with respect to it on any exchange or principal trading market; or
- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located; or
- (j) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO CURRENCY MINI FUTURE LONG CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Financing Level Currency or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange Rate**” means the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“Exercise Time” means the time specified as such in the relevant Final Terms;

“Expenses” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“Final Reference Price” means, unless otherwise specified in the relevant Final Terms, an amount as specified in the relevant Final Terms, or if the Final Reference Price is not so specified, an amount equal to the bid price of the Underlying FX Rate quoted on Reuters page EUROFX/1 at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the bid price of the Underlying FX Rate on such date having regard to the then prevailing market conditions, the last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“Financing Level Currency” means the currency specified as such in the relevant Final Terms;

“Funding Cost” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Prevailing Rate for the Financing Level Currency plus Current Funding Spread minus the Prevailing Rate for the Settlement Currency (or Underlying Currency where Underlying Currency is defined); multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360.

The Funding Cost can be negative;

“Initial Leverage” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“Issue Date” means the date specified as such in the relevant Final Terms;

“Issuer” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“Issuer Call” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“Issuer Call Commencement Date” means the date specified as such in the relevant Final Terms;

“Issuer Call Date” means the day specified as such in the notice delivered in accordance with Product Condition 2 unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“Issuer Call Notice Period” means the period specified as such in the relevant Final Terms;

“Market Disruption Event” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“Maximum Funding Spread” means the rate specified as such in the relevant Final Terms;

“Maximum Premium” means the rate specified as such in the relevant Final Terms;

“Minimum Premium” means the rate specified as such in the relevant Final Terms;

“Paying Agent” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the **“Paying Agents”** which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“Payment Day” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“Prevailing Rate” means the rate, as determined by the Calculation Agent in its reasonable discretion, for deposits in the Financing Level Currency or the Settlement Currency (or Underlying Currency where Underlying Currency is defined in the relevant Final Terms) (as appropriate) in the inter-bank market with a maturity of either one month or overnight, as selected by the Calculation Agent in its reasonable discretion;

“**Relevant Number of Days**” means the number of days, if any, specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Securities**” means each Series of Currency MINI Future Long Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “Securities” and “Security” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the low price of the Underlying FX Rate quoted on the Reuters page specified in the relevant Final Terms is at any time on any day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, less than or equal to the Stop Loss Price. If no such low price is available, the low price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level on the current Reset Date; plus
- (b) the Current Stop Loss Premium on the current Reset Date.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Termination Date**” means the first day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its reasonable discretion to be equal to the fair value price of the Underlying FX Rate as

determined by the Calculation Agent by reference to the prices of the Underlying FX Rate during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the Stop Loss Termination Date or, if such date is a Saturday or a Sunday or if the Stop Loss Event occurs at the Valuation Time on the Stop Loss Termination Date, the following Business Day;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the time by reference to which foreign exchange dealers in the currencies in the Underlying FX Rate cease trading (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“**Termination Reference Price**” means an amount as specified in the relevant Final Terms, or if Termination Reference Price is not so specified, an amount equal to the bid price of the Underlying FX Rate quoted on Reuters page EUROFX/1 at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Underlying Currency**” means the currency specified as such in the relevant Final Terms or, if no such currency is so specified, shall not be applicable;

“**Underlying FX Rate**” means the rate specified as such in the relevant Final Terms;

“**Valuation Date**” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“**Valuation Time**” means the time specified as such in the relevant Final Terms, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.

- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission’s regulations by virtue of its participants being non-U.S. persons; or (G) any other “U.S. person” as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred. A “**Market Disruption Event**” means:

- (a) Price Source Disruption. If it becomes impossible to obtain the Underlying FX Rate on the Valuation Date, the Issuer Call Date or on the Stop Loss Termination Valuation Date in the inter-bank market; or
- (b) Governmental Default. If with respect to any security or indebtedness for money borrowed or guaranteed by any Governmental Authority, there occurs a default, event of default or other similar condition or event (howsoever described) including, but not

limited to, (i) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security indebtedness for money borrowed or guarantee, (ii) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee or (iii) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or

- (c) Inconvertibility/non-transferability. The occurrence of any event which (i) generally makes it impossible to convert the currencies in the Underlying FX Rate through customary legal channels for conducting such conversion in the principal financial centre of the Financing Level Currency or (ii) generally makes it impossible to deliver the Financing Level Currency from accounts in the country of the principal financial centre of the Financing Level Currency to accounts outside such jurisdiction or the Financing Level Currency between accounts in such jurisdiction or to a party that is a non-resident of such jurisdiction; or
- (d) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates), of all or substantially all of its assets in the country of the principal financial centre of the Financing Level Currency; or
- (e) Illiquidity. Any impossibility in obtaining a firm quote for the Underlying FX Rate or the Financing Level Currency for an amount which the Issuer considers necessary to discharge its obligations under the Securities; or
- (f) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

For this purpose a “**Governmental Authority**” is any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial

markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Underlying FX Rate.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO CURRENCY MINI FUTURE SHORT CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Financing Level Currency and/or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange Rate**” means the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount as specified in the relevant Final Terms, or if the Final Reference Price is not so specified, an amount equal to the ask price of the Underlying FX Rate quoted on Reuters page EUROFX/1 at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the ask price of the Underlying FX Rate on such date having regard to the then prevailing market conditions, the last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Prevailing Rate for the Financing Level Currency minus Current Funding Spread minus the Prevailing Rate for the Settlement Currency (or Underlying Currency where Underlying Currency is defined); multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360.

The Funding Cost can be negative;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2 unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Underlying FX Rate and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Prevailing Rate**” means the rate, as determined by the Calculation Agent in its reasonable discretion, for deposits in the Financing Level Currency or the Settlement Currency (or Underlying Currency where Underlying Currency is defined in the relevant Final Terms) (as appropriate) in the

inter-bank market with a maturity of either one month or overnight, as selected by the Calculation Agent in its reasonable discretion;

“**Relevant Number of Days**” means the number of days, if any, specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Securities**” means each Series of Currency MINI Future Short Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “Securities” and “Security” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the high price of the Underlying FX Rate quoted on the Reuters page specified in the relevant Final Terms is at any time on any day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, greater than or equal to the Stop Loss Price. If no such high price is available, the high price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level on the current Reset Date; minus
- (b) the Current Stop Loss Premium on the current Reset Date.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Termination Date**” means the first day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount (which shall

be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its reasonable discretion to be the fair value price of the Underlying FX Rate as determined by the Calculation Agent by reference to the prices of the Underlying FX Rate during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the Stop Loss Termination Date or, if such date is a Saturday or a Sunday or if the Stop Loss Event occurs at the Valuation Time on the Stop Loss Termination Date, the following Business Day;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the time by reference to which foreign exchange dealers in the currencies in the Underlying FX Rate cease trading (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“**Termination Reference Price**” means an amount as specified in the relevant Final Terms, or if Termination Reference Price is not so specified, an amount equal to the ask price of the Underlying FX Rate quoted on Reuters page EUROFX/1 at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Underlying Currency**” means the currency specified as such in the relevant Final Terms or, if no such currency is so specified, shall not be applicable;

“**Underlying FX Rate**” means the rate specified as such in the relevant Final Terms;

“**Valuation Date**” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Underlying FX

Rate and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“**Valuation Time**” means the time specified as such in the relevant Final Terms, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.

- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission’s regulations by virtue of its participants being non-U.S. persons; or (G) any other “U.S. person” as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred and about the content of the adjustment(s). A “**Market Disruption Event**” means:

- (a) Price Source Disruption. If it becomes impossible to obtain the Underlying FX Rate on the Valuation Date, the Issuer Call Date or on the Stop Loss Termination Valuation Date in the inter-bank market; or
- (b) Governmental Default. If with respect to any security or indebtedness for money borrowed or guaranteed by any Governmental Authority, there occurs a default, event of default or other similar condition or event (howsoever described) including, but not

limited to, (i) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security indebtedness for money borrowed or guarantee, (ii) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee or (iii) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or

- (c) Inconvertibility/non-transferability. The occurrence of any event which (i) generally makes it impossible to convert the currencies in the Underlying FX Rate through customary legal channels for conducting such conversion in the principal financial centre of the Financing Level Currency or (ii) generally makes it impossible to deliver the Financing Level Currency from accounts in the country of the principal financial centre of the Financing Level Currency to accounts outside such jurisdiction or the Financing Level Currency between accounts in such jurisdiction or to a party that is a non-resident of such jurisdiction; or
- (d) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates), of all or substantially all of its assets in the country of the principal financial centre of the Financing Level Currency; or
- (e) Illiquidity. Any impossibility in obtaining a firm quote for the Underlying FX Rate or the Financing Level Currency for an amount which the Issuer considers necessary to discharge its obligations under the Securities; or
- (f) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

For this purpose a “**Governmental Authority**” is any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial

markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Underlying FX Rate.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO SINGLE STOCK MINI FUTURE LONG CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified in the relevant Final Terms, and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be

approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; and minus
- (c) Notional Dividend Amounts.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Shares and/or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount equal to the price of the Share on the Exchange at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the price of the Share on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Prevailing Rate plus the Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Notional Dividend Amount**” means, if “Notional Dividend Amount” is specified as being “Applicable” in the relevant Final Terms, an amount as determined by the Calculation Agent, equal to the cash dividends and/or other cash distributions in respect of the Share which have an ex-dividend date occurring during the Notional Dividend Period net of applicable withholding taxes at a rate adjusted by application of The Netherlands tax treaty without regard to any tax credits, and less any Expenses;

“**Notional Dividend Period**” means, unless otherwise specified in the relevant Final Terms, each period from (but excluding) the Issue Date to (and including) the earlier of the next following Reset

Date, Issuer Call Date or the Stop Loss Termination Date and thereafter from (but excluding) the Reset Date to (and including) the earlier of the next following Reset Date, Issuer Call Date or Stop Loss Termination Date;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Prevailing Rate**” means the rate, as determined by the Calculation Agent in its reasonable discretion, for deposits in the Financing Level Currency in the inter-bank market with a maturity of either one month or overnight, as selected by the Calculation Agent in its reasonable discretion;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Share are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, (b) if a dividend is distributed to the current holders of the respective Shares, the day on which the respective Shares are first quoted ex dividend on the Exchange or any other exchange on which the Shares are listed, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (c) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Securities**” means each Series of Single Stock MINI Future Long Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “**Securities**” and “**Security**” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Share**” means the share (excluding any shares of the Issuer and of any subsidiary of ABN AMRO Holding N.V. or of the Issuer) specified as such in the relevant Final Terms, subject to Product Condition 3, and “**Shares**” shall be construed accordingly;

“**Share Company**” means the share company specified as such in the relevant Final Terms, subject to Product Condition 3;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the price of the Share on the Exchange is at any time on any Trading Day from and including the Issue Date, other than a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, less than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level on the current Stop Loss Reset Date; plus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Reset Date**” means, unless otherwise specified in the relevant Final Terms, (a) each day of each calendar month specified as such in the relevant Final Terms, or, if such day is not a Business Day, the Stop Loss Reset Date will be the next following Business Day, (b) if a dividend is distributed to the current holders of the respective Shares, the day on which the respective Shares are first quoted ex dividend on the Exchange or any other exchange on which the Shares are listed or, if such day is not a Business Day, the Reset Date will be the next following Business Day, or (c) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount determined by the Calculation Agent in its reasonable discretion to be the fair value price for the Share as determined by the Calculation Agent by reference to the prices of the Share on the Exchange during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the last Trading Day during the Stop Loss Termination Valuation Period;

“Stop Loss Termination Valuation Period” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“Termination Reference Price” means an amount equal to the price of the Share at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“Trading Day” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“Valuation Date” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Share on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“Valuation Time” means close of trading on the relevant Exchange in relation to a Share or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.

The purchase of Securities does not confer on any holder of such Securities any rights (whether in respect of voting, distributions or otherwise) attached to the Shares.
- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
 - (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
 - (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
 - (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
 - (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission’s regulations by virtue of its participants being non-U.S. persons; or (G) any other “U.S. person” as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and
 - (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.

- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

- (a) Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred and about the content of the adjustment(s).

“**Market Disruption Event**” means:

- (i) the occurrence or existence on any Trading Day during the one hour period that ends at the official close of trading on the Exchange or any Related Exchange of any suspension of or limitation imposed on trading or the disruption or impairment in the ability of market participants in general to effect transactions in (by reason of movements in price reaching or exceeding limits permitted by the relevant exchange or otherwise): (A) the Shares on the Exchange or any other exchange on which the Shares are listed; or (B) any options contracts or futures contracts or other derivatives contracts relating to the Share on any Related Exchange, if, in the determination of the Calculation Agent, such suspension or limitation is material; or

- (ii) a general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located.

For the purposes of this definition, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the Exchange or any Related Exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the Exchange or any Related Exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

- (b) Potential Adjustment Events. Following a declaration by the Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Share and, if so, will:
 - (i) make the corresponding adjustment, if any, to any one or more of the Conditions as the Calculation Agent determines appropriate to account for that diluting or concentrative effect; and
 - (ii) determine the effective date of that adjustment.

The Calculation Agent may, but need not, determine the adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange. Upon making any such adjustment, the Calculation Agent shall notify the Holders in accordance with General Condition 4, stating the adjustment to be made to the Conditions and giving brief details of the Potential Adjustment Event.

“Potential Adjustment Event” means any of the following: (i) a subdivision, consolidation or reclassification of relevant Shares (unless a Merger Event) or a free distribution or dividend of such Shares to existing holders by way of bonus, capitalisation, recapitalisation or similar issue; (ii) a distribution or dividend to existing holders of the relevant Shares of (A) such Shares, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Company equally or proportionately with such payments to holders of such Shares, or (C) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other) at less than the prevailing market price as determined by the Calculation Agent; (iii) an extraordinary dividend; (iv) a distribution of cash dividends on the Shares equal to or greater than 8 per cent. per annum of the then current market value of the Shares; (v) a call by the Share Company in respect of relevant Shares that are not fully paid; (vi) a repurchase by the

Share Company of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or (vii) any other similar event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares.

- (c) De-listing, Merger Event, Nationalisation and Insolvency. If a De-listing, Merger Event, Nationalisation or Insolvency occurs in relation to the Share Company, the Issuer in its reasonable discretion may take the action described in (i), (ii) or (iii) below:
- (i) require the Calculation Agent to determine in its reasonable discretion the appropriate adjustment, if any, to be made to any of the other terms of these Conditions to account for the De-listing, Merger Event, Nationalisation or Insolvency, as the case may be, and determine the effective date of that adjustment. The Calculation Agent may (but is under no obligation to) determine the appropriate adjustment by reference to the adjustment in respect of the De-listing, Merger Event, Nationalisation or Insolvency made by any Related Exchange to options contracts or futures contracts or other derivatives contracts on the Shares traded on such Related Exchange; or
 - (ii) cancel the Securities by giving notice to Holders in accordance with General Condition 4. If the Securities are to be cancelled the Issuer will pay an amount to each Holder in respect of each Security held by him which amount shall be the fair market value of a Security (taking into account the De-listing, Merger Event, Nationalisation or Insolvency (as the case may be)) on the day selected for cancellation as shall be selected by the Issuer in its reasonable discretion adjusted to fully account for any losses, expenses and costs to the Issuer and/or any affiliate of the Issuer of unwinding or adjusting any underlying or related hedging arrangements (including but not limited to any equity options or selling or otherwise realising any Shares or other instruments of any type whatsoever which the Issuer and/or any of its affiliates may hold as part of such hedging arrangements), all as determined by the Calculation Agent in its reasonable discretion. Payment will be made in such manner as shall be notified to the Holders in accordance with General Condition 4; or
 - (iii) following any adjustment to the settlement terms of options contracts or futures contracts or any other derivatives contracts on the Shares traded on any Related Exchange, require the Calculation Agent to make a corresponding adjustment to any of the other terms of these Conditions,

which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Related Exchange. If options contracts or futures contracts or other derivatives contracts on the Shares are not traded on the Related Exchange, the Calculation Agent will make such adjustment, if any, to any of the other terms of these Conditions as the Calculation Agent in its reasonable discretion determines appropriate, with reference to the rules and precedents (if any) set by the Related Exchange to account for the De-listing, Merger Event, Nationalisation or Insolvency (as the case may be) that in the determination of the Calculation Agent would have given rise to an adjustment by the Related Exchange if such options contracts or futures contracts or other derivatives contracts were so traded.

Upon the occurrence of a De-listing, Merger Event, Nationalisation or Insolvency, the Calculation Agent shall notify the Holders in accordance with General Condition 4, stating the occurrence of such De-listing, Merger Event, Nationalisation or Insolvency (as the case may be) and action proposed to be taken in relation thereto.

“**De-listing**” means a Share for any reason ceases to be listed or is suspended from listing on the Exchange or any other exchanges on which the Shares are listed (and such cessation or suspension is continuing and such Share is not subsequently listed or quoted on another stock exchange or quotation system acceptable to the Issuer).

“**Merger Date**” means the date upon which all holders of the Shares of a Share Company (other than, in the case of a take-over offer, Shares owned or controlled by the offeror) have agreed or have irrevocably become obliged to transfer their Shares.

“**Merger Event**” means any (i) reclassification or change to the Shares of a Share Company that results in a transfer of or an irrevocable commitment to transfer all outstanding Shares of such Share Company; (ii) consolidation, amalgamation or merger of a Share Company with or into another entity (other than a consolidation, amalgamation or merger in which such Share Company is the continuing entity and which does not result in any such reclassification or change to all the outstanding Shares of a Share Company); or (iii) other take-over offer for the Shares of a Share Company that results in a transfer of or an irrevocable commitment to transfer the Shares of a Share Company (other than any such Shares owned or controlled by the offeror), in each case if the Merger Date is on or before the Valuation Date, Issuer Call Date or Stop Loss Termination Valuation Date.

“**Nationalisation**” means that all the Shares of a Share Company or all the assets or substantially all the assets of a Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority or entity.

“**Insolvency**” means that by reason of the voluntary or involuntary liquidation, bankruptcy or insolvency of or any analogous proceeding affecting a Share Company, (i) all the Shares are required to be transferred to a receiver, trustee, liquidator or other similar official or (ii) holders of the Shares of that Share Company become legally prohibited from transferring them.

- (d) The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO SINGLE STOCK MINI FUTURE SHORT CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified in the relevant Final Terms, and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be

approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; and minus
- (c) Notional Dividend Amounts.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Shares and/or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount equal to the price of the Share on the Exchange at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the price of the Share on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Prevailing Rate minus the Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360.

The Funding Cost can be negative;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Notional Dividend Amount**” means, if “Notional Dividend Amount” is specified as being “Applicable” in the relevant Final Terms, an amount as determined by the Calculation Agent, equal to the sum of the cash dividends and/or other cash distributions in respect of the Share which have an ex-dividend date occurring during the Notional Dividend Period without regard to any withholding tax or other deductions multiplied by the prevailing dividend percentage payable under market standard stock borrow agreements, as determined by the Calculation Agent in its reasonable discretion;

“**Notional Dividend Period**” means, unless otherwise specified in the relevant Final Terms, each period from (but excluding) the Issue Date to (and including) the earlier of the next following Reset

Date, Issuer Call Date or Stop Loss Termination Date and thereafter from (but excluding) the Reset Date to (and including) the earlier of the next following Reset Date, Issuer Call Date or Stop Loss Termination Date;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Prevailing Rate**” means the rate, as determined by the Calculation Agent in its reasonable discretion, for deposits in the Financing Level Currency in the inter-bank market with a maturity of either one month or overnight, as selected by the Calculation Agent in its reasonable discretion;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Share are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, (b) if a dividend is distributed to the current holders of the respective Shares, the day on which the respective Shares are first quoted ex dividend on the Exchange or any other exchange on which the Shares are listed, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (c) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Securities**” means each Series of Single Stock MINI Future Short Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “**Securities**” and “**Security**” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Share**” means the share (excluding any shares of the Issuer and of any subsidiary of ABN AMRO Holding N.V. or of the Issuer) specified as such in the relevant Final Terms, subject to Product Condition 3, and “**Shares**” shall be construed accordingly;

“**Share Company**” means the share company specified as such in the relevant Final Terms, subject to Product Condition 3;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the price of the Share on the Exchange is at any time on any Trading Day from and including the Issue Date, other than a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, greater than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level on the current Stop Loss Reset Date; minus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Reset Date**” means, unless otherwise specified in the relevant Final Terms, (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Stop Loss Reset Date will be the next following Business Day, (b) if a dividend is distributed to the current holders of the respective Shares, the day on which the respective Shares are first quoted ex dividend on the Exchange or any other exchange on which the Shares are listed, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (c) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount determined by the Calculation Agent in its reasonable discretion to be the fair value price for the Share as determined by the Calculation Agent by reference to the prices of the Share on the Exchange during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the last Trading Day during the Stop Loss Termination Valuation Period;

“Stop Loss Termination Valuation Period” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“Termination Reference Price” means an amount equal to the price of the Share at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“Trading Day” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“Valuation Date” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Share on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“Valuation Time” means close of trading on the relevant Exchange in relation to a Share or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.

The purchase of Securities does not confer on any holder of such Securities any rights (whether in respect of voting, distributions or otherwise) attached to the Shares.
- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
 - (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
 - (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
 - (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
 - (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission’s regulations by virtue of its participants being non-U.S. persons; or (G) any other “U.S. person” as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and
 - (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.

- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

- (a) Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred and about the content of the adjustment(s).

“**Market Disruption Event**” means:

- (i) the occurrence or existence on any Trading Day during the one hour period that ends at the official close of trading on the Exchange or any Related Exchange of any suspension of or limitation imposed on trading or the disruption or impairment in the ability of market participants in general to effect transactions in (by reason of movements in price reaching or exceeding limits permitted by the relevant exchange or otherwise): (A) the Shares on the Exchange or any other exchange on which the Shares are listed; or (B) any options contracts or futures contracts or other derivatives contracts relating to the Share on any Related Exchange, if, in the determination of the Calculation Agent, such suspension or limitation is material; or

- (ii) a general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located.

For the purposes of this definition, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the Exchange or any Related Exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the Exchange or any Related Exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

- (b) Potential Adjustment Events. Following a declaration by the Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Share and, if so, will:
 - (i) make the corresponding adjustment, if any, to any one or more of the Conditions as the Calculation Agent determines appropriate to account for that diluting or concentrative effect; and
 - (ii) determine the effective date of that adjustment.

The Calculation Agent may, but need not, determine the adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange. Upon making any such adjustment, the Calculation Agent shall notify the Holders in accordance with General Condition 4, stating the adjustment to be made to the Conditions and giving brief details of the Potential Adjustment Event.

“Potential Adjustment Event” means any of the following: (i) a subdivision, consolidation or reclassification of relevant Shares (unless a Merger Event) or a free distribution or dividend of such Shares to existing holders by way of bonus, capitalisation, recapitalisation or similar issue; (ii) a distribution or dividend to existing holders of the relevant Shares of (A) such Shares, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Company equally or proportionately with such payments to holders of such Shares, or (C) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other) at less than the prevailing market price as determined by the Calculation Agent; (iii) an extraordinary dividend; (iv) a distribution of cash dividends on the Shares equal to or greater than 8 per cent. per annum of the then current market value of the Shares; (v) a call by the Share Company in respect of relevant Shares that are not fully paid; (vi) a repurchase by the

Share Company of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or (vii) any other similar event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares.

- (c) De-listing, Merger Event, Nationalisation and Insolvency. If a De-listing, Merger Event, Nationalisation or Insolvency occurs in relation to the Share Company, the Issuer in its reasonable discretion may take the action described in (i), (ii) or (iii) below:
- (i) require the Calculation Agent to determine in its reasonable discretion the appropriate adjustment, if any, to be made to any of the other terms of these Conditions to account for the De-listing, Merger Event, Nationalisation or Insolvency, as the case may be, and determine the effective date of that adjustment. The Calculation Agent may (but is under no obligation to) determine the appropriate adjustment by reference to the adjustment in respect of the De-listing, Merger Event, Nationalisation or Insolvency made by any Related Exchange to options contracts or futures contracts or other derivatives contracts on the Shares traded on such Related Exchange; or
 - (ii) cancel the Securities by giving notice to Holders in accordance with General Condition 4. If the Securities are to be cancelled the Issuer will pay an amount to each Holder in respect of each Security held by him which amount shall be the fair market value of a Security (taking into account the De-listing, Merger Event, Nationalisation or Insolvency (as the case may be)) on the day selected for cancellation as shall be selected by the Issuer in its reasonable discretion adjusted to fully account for any losses, expenses and costs to the Issuer and/or any affiliate of the Issuer of unwinding or adjusting any underlying or related hedging arrangements (including but not limited to any equity options or selling or otherwise realising any Shares or other instruments of any type whatsoever which the Issuer and/or any of its affiliates may hold as part of such hedging arrangements), all as determined by the Calculation Agent in its reasonable discretion. Payment will be made in such manner as shall be notified to the Holders in accordance with General Condition 4; or
 - (iii) following any adjustment to the settlement terms of options contracts or futures contracts or any other derivatives contracts on the Shares traded on any Related Exchange, require the Calculation Agent to make a corresponding adjustment to any of the other terms of these Conditions,

which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Related Exchange. If options contracts or futures contracts or other derivatives contracts on the Shares are not traded on the Related Exchange, the Calculation Agent will make such adjustment, if any, to any of the other terms of these Conditions as the Calculation Agent in its reasonable discretion determines appropriate, with reference to the rules and precedents (if any) set by the Related Exchange to account for the De-listing, Merger Event, Nationalisation or Insolvency (as the case may be) that in the determination of the Calculation Agent would have given rise to an adjustment by the Related Exchange if such options contracts or futures contracts or other derivatives contracts were so traded.

Upon the occurrence of a De-listing, Merger Event, Nationalisation or Insolvency, the Calculation Agent shall notify the Holders in accordance with General Condition 4, stating the occurrence of such De-listing, Merger Event, Nationalisation or Insolvency (as the case may be) and action proposed to be taken in relation thereto.

“**De-listing**” means a Share for any reason ceases to be listed or is suspended from listing on the Exchange or any other exchanges on which the Shares are listed (and such cessation or suspension is continuing and such Share is not subsequently listed or quoted on another stock exchange or quotation system acceptable to the Issuer).

“**Merger Date**” means the date upon which all holders of the Shares of a Share Company (other than, in the case of a take-over offer, Shares owned or controlled by the offeror) have agreed or have irrevocably become obliged to transfer their Shares.

“**Merger Event**” means any (i) reclassification or change to the Shares of a Share Company that results in a transfer of or an irrevocable commitment to transfer all outstanding Shares of such Share Company; (ii) consolidation, amalgamation or merger of a Share Company with or into another entity (other than a consolidation, amalgamation or merger in which such Share Company is the continuing entity and which does not result in any such reclassification or change to all the outstanding Shares of a Share Company); or (iii) other take-over offer for the Shares of a Share Company that results in a transfer of or an irrevocable commitment to transfer the Shares of a Share Company (other than any such Shares owned or controlled by the offeror), in each case if the Merger Date is on or before the Valuation Date, Issuer Call Date or Stop Loss Termination Valuation Date.

“**Nationalisation**” means that all the Shares of a Share Company or all the assets or substantially all the assets of a Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority or entity.

“**Insolvency**” means that by reason of the voluntary or involuntary liquidation, bankruptcy or insolvency of or any analogous proceeding affecting a Share Company, (i) all the Shares are required to be transferred to a receiver, trustee, liquidator or other similar official or (ii) holders of the Shares of that Share Company become legally prohibited from transferring them.

- (d) The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO INDEX MINI FUTURE LONG CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

- (a) Upon Exercise by the Holder:
 $(\text{Final Reference Price} - \text{Current Financing Level}) \times \text{Entitlement}$, less Expenses (the “**Exercise Cash Amount**”); or
- (b) Upon an Issuer Call:
 $(\text{Termination Reference Price} - \text{Current Financing Level}) \times \text{Entitlement}$, less Expenses (the “**Issuer Call Cash Amount**”); or
- (c) Upon an Index Early Termination (if applicable):
 $(\text{Termination Reference Price} - \text{Current Financing Level}) \times \text{Entitlement}$, less Expenses (the “**Index Early Termination Cash Amount**”); or
- (d) Following a Stop Loss Event:
 $(\text{Stop Loss Termination Reference Price} - \text{Current Financing Level}) \times \text{Entitlement}$, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified in the relevant Final Terms, and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; and minus
- (c) the Notional Dividend Amounts.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Index or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means each exchange or quotation system from which the Index Sponsor takes the prices of the Shares to compute the Index or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the level of the Index at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the price of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Prevailing Rate plus Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360;

“**Index**” means the index specified as such in the relevant Final Terms, subject to Product Condition 3;

“**Index Early Termination**” means, if “Index Early Termination” is specified as being “Applicable” in the relevant Final Terms, the automatic termination of the Securities, in accordance with Product Condition 2, following an Index Early Termination Event;

“**Index Early Termination Date**” means, if “Index Early Termination Date” is specified as being “Applicable” in the relevant Final Terms, the day on which the Index Early Termination Event occurs or, if such day is not a Trading Day, the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Index Early Termination Date shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Index Early Termination Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Index Early Termination Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Index Early Termination Event**” means, if “Index Early Termination Event” is specified as being “Applicable” and unless otherwise specified in the relevant Final Terms, the occurrence of the event that the total number of Shares comprised in the Index is less than the minimum number of index components, as specified in the index description attached to the Product Conditions;

“**Index Sponsor**” means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Trading Day and references to Index Sponsor shall include any successor index sponsor pursuant to Product Condition 3;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“Issuer Call Commencement Date” means the date specified as such in the relevant Final Terms;

“Issuer Call Date” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“Issuer Call Notice Period” means the period specified as such in the relevant Final Terms;

“Market Disruption Event” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“Maximum Funding Spread” means the rate specified as such in the relevant Final Terms.

“Maximum Premium” means the rate specified as such in the definition of the relevant Final Terms.

“Minimum Premium” means the rate specified as such in the relevant Final Terms.

“Notional Dividend Amount” means, if “Notional Dividend Amount” is specified as being “Applicable” in the relevant Final Terms, an amount as determined by the Calculation Agent, equal to the sum of the cash dividends and/or other cash distributions in respect of the Shares which have an ex-dividend date occurring during the Notional Dividend Period net of applicable withholding taxes at a rate adjusted by application of The Netherlands tax treaty without regard to any tax credits, and less any Expenses;

“Notional Dividend Period” means, unless otherwise specified in the relevant Final Terms, each period from (but excluding) the Issue Date to (and including) the earlier of the next following Reset Date or Issuer Call Date or Index Early Termination Date (if applicable) or Stop Loss Termination Date and thereafter from (but excluding) the Reset Date to (and including) the earlier of the next following Reset Date or Issuer Call Date or Index Early Termination Date (if applicable) or Stop Loss Termination Date;

“Paying Agent” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the **“Paying Agents”** which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Prevailing Rate**” means the rate, as determined by the Calculation Agent in its reasonable discretion, for deposits in the Financing Level Currency in the inter-bank market with a maturity of either one month or overnight, as selected by the Calculation Agent in its reasonable discretion;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Index are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Securities**” means each Series of Index MINI Future Long Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “Securities” and “Security” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Shares**” means the shares that comprise the Index;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the level of the Index (which shall be deemed to be a monetary value in the Financing Level Currency) is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, less than or equal to the Stop Loss Price. If no such level is available, the level will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level on the current Stop Loss Reset Date; plus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Reset Date**” means, unless otherwise specified in the relevant Final Terms, (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Stop Loss Reset Date will be the next following Business Day or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its reasonable discretion to be the fair value price for the Index as determined by the Calculation Agent by reference to the levels of the Index during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the last Trading Day during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“**Termination Reference Price**” means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the level of the Index at the Valuation Time on the Issuer Call Date or Index Early Termination Date (if applicable) as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Trading Day**” means any day on which the Index Sponsor should calculate and publish the closing level of the Index according to its rules;

“Valuation Date” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“Valuation Time” means the time with reference to which the Index Sponsor calculates the closing level of the Index, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event or Index Early Termination Event (if applicable) has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or Index Early Termination (if applicable) and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Index Early Termination Date (if applicable) or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event or Index Early Termination Event (if applicable), the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.

- (d) If “Index Early Termination” is specified as being “Applicable” in the relevant Final Terms, the Securities will terminate automatically following an Index Early Termination Event, subject to a Stop Loss Event. An Index Early Termination Event will override an Issuer Call and/or due Exercise if the Index Early Termination Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (e) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event or Index Early Termination Event (if applicable) and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive from the Issuer on the Settlement Date either:
- (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Index Early Termination Cash Amount, following an Index Early Termination (if applicable); or
 - (iv) The Stop Loss Cash Amount, following a Stop Loss Event.
- (f) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.
- (g) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;

- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission’s regulations by virtue of its participants being non-U.S. persons; or (G) any other “U.S. person” as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and
- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (h) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (i) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (j) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the

Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (k) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

- (a) Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred.

“**Market Disruption Event**” means: (i) a general moratorium is declared in respect of banking activities in the country in which any Exchange or any Related Exchange is located or (ii) the occurrence or existence on any Trading Day during the one hour period that ends at the official close of trading on an Exchange or any Related Exchange of any suspension of or limitation imposed on trading or the disruption or impairment in the ability of market participants in general to effect transactions (by reason of movements in price reaching or exceeding limits permitted by the relevant exchange or otherwise), (A) on any Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, if in the determination of the Calculation Agent, such suspension or limitation is material. For the purpose of determining whether such suspension or limitation is material, if trading in a security included in the Index is suspended or materially limited at that time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security relative to (y) the overall level of the Index, in each case immediately before that suspension or limitation; or (B) on any Related Exchange in any options contracts or futures contracts or other derivatives contracts relating to the relevant Index. In any event, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the relevant exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels

permitted by the relevant exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

- (b) Adjustments to Index. The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with General Condition 4 of any determination made by it pursuant to paragraphs (i), (ii), (iii) or (iv) below.
- (i) If the Index is: (A) not calculated and announced by the Index Sponsor but is calculated and announced by a successor to the Index Sponsor (the “**Successor Sponsor**”) acceptable to the Calculation Agent; or (B) replaced by a successor index using in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then (in either case) the Index will be deemed to be the index so calculated and announced by such Successor Sponsor or that successor index, as the case may be.
- (ii) If: (A) on or prior to the Valuation Date or the Stop Loss Termination Valuation Date or the Issuer Call Date or the Index Early Termination Date (if applicable), as the case may be, the Index Sponsor or, if applicable, the Successor Sponsor makes a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent securities and other routine events); or (B) on the Valuation Date or the Stop Loss Termination Valuation Date or the Issuer Call Date or the Index Early Termination Date (if applicable) the Index Sponsor or, if applicable, the Successor Sponsor fails to calculate and/or publish the Index; then (in either case) the Calculation Agent shall determine the Final Reference Price, the Stop Loss Termination Reference Price or the Termination Reference Price using, in lieu of a published level for the Index on the Valuation Date or the Issuer Call Date or the Index Early Termination Date (if applicable) or during the Stop Loss Termination Valuation Period, as the case may be, the level for the Index as determined by the Calculation Agent in accordance with the formula for and method of calculating the Index last in effect prior to the change or failure, but using only those securities that comprised the Index immediately prior to the change or failure (other than those securities that have since ceased to be listed on the Exchange or any other exchange on which the Shares are listed) or in the case of a material modification of the Index only, the Calculation Agent shall deem such modified Index to be the Index so calculated and

announced or shall terminate the Securities by giving notice in accordance with General Condition 4.

- (iii) If, at any time, any of the events specified in (A) to (H) below occurs and the Index Sponsor or, if applicable, the Successor Sponsor has not in the opinion of the Calculation Agent made an appropriate adjustment to the level of the Index in order to account fully for such event, notwithstanding that the rules published or applied by the Index Sponsor or, if applicable, the Successor Sponsor pertaining to the Index have been applied, the Calculation Agent shall make such adjustment to the level of the Index as it considers appropriate in order to so account. (A) a distribution or dividend to existing holders of the Shares of: (i) Shares; or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the issuer of the Shares equally or proportionately with such payments to holders of Shares or (iii) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price; (B) a free distribution or dividend of any Shares to existing holders by way of bonus, capitalisation or similar issue; (C) an extraordinary dividend; (D) any cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (E) any non-cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (F) any other extraordinary cash or non-cash dividend on, or distribution with respect to, the Shares which is, by its terms or declared intent, declared and paid outside the normal operations or normal dividend procedures of the relevant issuer, provided that, in all cases, the related ex-dividend date occurs during the period from but including the Issue Date up to and excluding the Valuation Date; (G) a distribution of cash dividends on the Shares equal to or greater than 8 per cent. per annum of the then current market value of the Shares; (H) any other similar event having a dilutive or concentrative effect on the theoretical value of the Shares.
- (iv) The Issuer reserves the right to issue further Securities, make adjustments or to distribute to the Holders any rights in connection with the Securities as it reasonably believes are appropriate in circumstances where an event or events occur which the Issuer (in its reasonable discretion and notwithstanding any adjustments previously made to the Securities) believes

should in the context of the issue of Securities and its obligations hereunder, give rise to such adjustment or distribution, provided that such adjustment is considered by the Calculation Agent to be appropriate generally (without considering the individual circumstances of any Holder or the tax or other consequences of such adjustment in any particular jurisdiction) or is required to take account of provisions of the laws of the relevant jurisdiction or the practices of the Exchange.

- (c) The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO INDEX MINI FUTURE SHORT CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Upon an Index Early Termination (if applicable):

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Index Early Termination Cash Amount**”); or

(d) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified in the relevant Final Terms, and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; and minus
- (c) the Notional Dividend Amounts.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Index and/or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means each exchange or quotation system from which the Index Sponsor takes the prices of the Shares to compute the Index or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the level of the Index at the Valuation Time on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the price of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Prevailing Rate minus Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360.

The Funding Cost can be negative;

“**Index**” means the index specified as such in the relevant Final Terms, subject to Product Condition 3;

“**Index Early Termination**” means, if “Index Early Termination” is specified as being “Applicable” in the relevant Final Terms, the automatic termination of the Securities in accordance with Product Condition 2 following an Index Early Termination Event;

“**Index Early Termination Date**” means, if “Index Early Termination Date” is specified as being “Applicable” in the relevant Final Terms, the day on which the Index Early Termination Event occurs or, if such day is not a Trading Day, the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Index Early Termination Date shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Index Early Termination Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Index Early Termination Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Index Early Termination Event**” means, if “Index Early Termination Event” is specified as being “Applicable” and unless otherwise specified in the relevant Final Terms, the occurrence of the event that the total number of Shares comprised in the Index is less than the minimum number of index components, as specified in the index description attached to the Product Conditions;

“**Index Sponsor**” means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Trading Day and references to Index Sponsor shall include any successor index sponsor pursuant to Product Condition 3;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms.

“**Maximum Premium**” means the rate specified as such in the definition of the relevant Final Terms.

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms.

“**Notional Dividend Amount**” means, if “Notional Dividend Amount” is specified as being “Applicable” in the relevant Final Terms, an amount as determined by the Calculation Agent, equal to the sum of the cash dividends and/or other cash distributions in respect of the Shares which have an ex-dividend date occurring during the Notional Dividend Period without regard to any withholding tax or other deductions multiplied by the prevailing dividend percentage payable under market standard stock borrow agreements, as determined by the Calculation Agent in its reasonable discretion;

“**Notional Dividend Period**” means, unless otherwise specified in the relevant Final Terms, each period from (but excluding) the Issue Date to (and including) the earlier of the next following Reset Date or Issuer Call Date or Index Early Termination Date (if applicable) or Stop Loss Termination Date and thereafter from (but excluding) the Reset Date to (and including) the earlier of the next

following Reset Date or Issuer Call Date or Index Early Termination Date (if applicable) or Stop Loss Termination Date;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Prevailing Rate**” means the rate, as determined by the Calculation Agent in its reasonable discretion, for deposits in the Financing Level Currency in the inter-bank market with a maturity of either one month or overnight, as selected by the Calculation Agent in its reasonable discretion;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Index are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Securities**” means each Series of Index MINI Future Short Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “Securities” and “Security” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Shares**” means the shares that comprise the Index;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the level of the Index (which shall be deemed to be a monetary value in the Financing Level Currency) is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the

Calculation Agent, a Market Disruption Event, greater than or equal to the Stop Loss Price. If no such level is available, the level will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level on the current Stop Loss Reset Date; minus
- (b) the Current Stop Loss Premium on the current Stop Loss Reset Date.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Reset Date**” means, unless otherwise specified in the relevant Final Terms, (a) each day of each calendar month specified as such in the relevant Final Terms provided that if such day is not a Business Day, the Stop Loss Reset Date will be the next following Business Day or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its reasonable discretion to be the fair value price for the Index as determined by the Calculation Agent by reference to the levels of the Index during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the last Trading Day during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“**Termination Reference Price**” means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the level of the Index at the Valuation Time on the Issuer Call

Date or Index Early Termination Date (if applicable) as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Trading Day**” means any day on which the Index Sponsor should calculate and publish the closing level of the Index according to its rules;

“**Valuation Date**” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“**Valuation Time**” means the time with reference to which the Index Sponsor calculates the closing level of the Index, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event or Index Early Termination Event (if applicable) has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or Index Early Termination (if applicable) and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Index Early Termination Date (if applicable) or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event or Index Early Termination Event (if applicable), the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice

Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.

- (d) If “Index Early Termination” is specified as being “Applicable” in the relevant Final Terms, the Securities will terminate automatically following an Index Early Termination Event, subject to a Stop Loss Event. An Index Early Termination Event will override an Issuer Call and/or due Exercise if the Index Early Termination Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (e) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event or Index Early Termination Event (if applicable) and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Index Early Termination Cash Amount, following an Index Early Termination (if applicable); or
 - (iv) The Stop Loss Cash Amount, following a Stop Loss Event.
- (f) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.
- (g) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;

- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
 - (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
 - (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission’s regulations by virtue of its participants being non-U.S. persons; or (G) any other “U.S. person” as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and
 - (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (h) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
 - (i) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.

- (j) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (k) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

- (a) Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred and about the content of the adjustment(s).

“**Market Disruption Event**” means: (i) a general moratorium is declared in respect of banking activities in the country in which any Exchange or any Related Exchange is located or (ii) the occurrence or existence on any Trading Day during the one hour period that ends at the official close of trading on an Exchange or any Related Exchange of any suspension of or limitation imposed on trading or the disruption or impairment in the ability of market participants in general to effect transactions (by reason of movements in price reaching or exceeding limits permitted by the relevant exchange or otherwise), (A) on any Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, if in the determination of the Calculation Agent, such suspension or limitation is material. For the purpose of determining whether such suspension or limitation is material, if trading in a security included in the Index is suspended or materially limited at that time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security

relative to (y) the overall level of the Index, in each case immediately before that suspension or limitation; or (B) on any Related Exchange in any options contracts or futures contracts or other derivatives contracts relating to the relevant Index. In any event, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the relevant exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the relevant exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

- (b) Adjustments to Index. The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with General Condition 4 of any determination made by it pursuant to paragraphs (i), (ii), (iii) or (iv) below.
- (i) If the Index is: (A) not calculated and announced by the Index Sponsor but is calculated and announced by a successor to the Index Sponsor (the “**Successor Sponsor**”) acceptable to the Calculation Agent; or (B) replaced by a successor index using in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then (in either case) the Index will be deemed to be the index so calculated and announced by such Successor Sponsor or that successor index, as the case may be.
- (ii) If: (A) on or prior to the Valuation Date or the Stop Loss Termination Valuation Date or the Issuer Call Date or the Index Early Termination Date (if applicable), as the case may be, the Index Sponsor or, if applicable, the Successor Sponsor makes a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent securities and other routine events); or (B) on the Valuation Date or the Stop Loss Termination Valuation Date or the Issuer Call Date or the Index Early Termination Date (if applicable) the Index Sponsor or, if applicable, the Successor Sponsor fails to calculate and/or publish the Index; then (in either case) the Calculation Agent shall determine the Final Reference Price, the Stop Loss Termination Reference Price or the Termination Reference Price using, in lieu of a published level for the Index on the Valuation Date or the Issuer Call Date or the Index Early Termination Date (if applicable) or during the Stop Loss Termination Valuation Period, as the case may be, the level for the Index as

determined by the Calculation Agent in accordance with the formula for and method of calculating the Index last in effect prior to the change or failure, but using only those securities that comprised the Index immediately prior to the change or failure (other than those securities that have since ceased to be listed on the Exchange or any other exchange on which the Shares are listed) or in the case of a material modification of the Index only, the Calculation Agent shall deem such modified Index to be the Index so calculated and announced or shall terminate the Securities by giving notice in accordance with General Condition 4.

- (iii) If, at any time, any of the events specified in (A) to (H) below occurs and the Index Sponsor or, if applicable, the Successor Sponsor has not in the opinion of the Calculation Agent made an appropriate adjustment to the level of the Index in order to account fully for such event, notwithstanding that the rules published or applied by the Index Sponsor or, if applicable, the Successor Sponsor pertaining to the Index have been applied, the Calculation Agent shall make such adjustment to the level of the Index as it considers appropriate in order to so account. (A) a distribution or dividend to existing holders of the Shares of: (i) Shares; or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the issuer of the Shares equally or proportionately with such payments to holders of Shares or (iii) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price; (B) a free distribution or dividend of any Shares to existing holders by way of bonus, capitalisation or similar issue; (C) an extraordinary dividend; (D) any cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (E) any non-cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (F) any other extraordinary cash or non-cash dividend on, or distribution with respect to, the Shares which is, by its terms or declared intent, declared and paid outside the normal operations or normal dividend procedures of the relevant issuer, provided that, in all cases, the related ex-dividend date occurs during the period from but including the Issue Date up to and excluding the Valuation Date; (G) a distribution of cash dividends on the Shares equal to or greater than 8 per cent. per annum of the then current

market value of the Shares; (H) any other similar event having a dilutive or concentrative effect on the theoretical value of the Shares.

- (iv) The Issuer reserves the right to issue further Securities, make adjustments or to distribute to the Holders any rights in connection with the Securities as it reasonably believes are appropriate in circumstances where an event or events occur which the Issuer (in its reasonable discretion and notwithstanding any adjustments previously made to the Securities) believes should in the context of the issue of Securities and its obligations hereunder, give rise to such adjustment or distribution, provided that such adjustment is considered by the Calculation Agent to be appropriate generally (without considering the individual circumstances of any Holder or the tax or other consequences of such adjustment in any particular jurisdiction) or is required to take account of provisions of the laws of the relevant jurisdiction or the practices of the Exchange.

- (c) The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO GOVERNMENT BOND FUTURE CONTRACTS MINI FUTURE LONG CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified in the relevant Final Terms, and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be

approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; minus
- (c) if such determination is to be made on a Rollover Date, the corresponding Rollover Spread.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Reference Asset or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Trading Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the closing Reference Asset Price on the Exchange (floor trading) at the Valuation Time, adjusted for any reasonable market-making spreads, on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the closing Reference Asset Price on such date having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Reference Asset**” means, as of the Issue Date, the Reference Asset specified as such in the relevant Final Terms, and thereafter a financially equivalent reference asset (the “**Substitute Asset**”) selected by the Issuer. On the Rollover Date specified as such in the relevant Final Terms, the Issuer shall make its selection of the Substitute Asset and on such date the Issuer shall, during Trading Hours, effect substitution of the Reference Asset for the Substitute Asset at the Rollover Spread and thereafter the Substitute Asset shall for all purposes be the Reference Asset;

“**Reference Asset Price**” means the current price of the Reference Asset. For the avoidance of any doubt, this shall not be the futures contract value but the futures contract value divided by the applicable contract factor (the value of 1.0 future’s point) specified on the applicable screen page referred to in the relevant Final Terms, and if no such page reference exists, such other page reference as the Calculation Agent determines;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Reference Asset are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (b) each Business Day; or (c) the Business Day following any Rollover Date if such Rollover Date falls during the scheduled month for delivery of the Reference Asset, as determined by the Calculation Agent in its reasonable discretion;

“**Rollover Date**” means the day or period specified as such in the relevant Final Terms;

“**Rollover Spread**” means the fair value spread calculated as the price determined by the Issuer for liquidating its related hedging arrangements for the Reference Asset minus the price determined by the Issuer for establishing its related hedging arrangements for the Substitute Asset during the substitution of the Reference Asset for the Substitute Asset by reference to liquidity in the Reference Asset and the Substitute Asset. The Rollover Spread can be negative;

“**Securities**” means each Series of Government Bond Future Contracts MINI Future Long Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “Securities” and “Security” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the Reference Asset Price (which shall be deemed to be a monetary value in the Financing Level Currency) on the Exchange is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, less than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level; plus
- (b) the Current Stop Loss Premium.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its reasonable discretion to be the fair value price for the Reference Asset Price as determined by the Calculation Agent by reference to the prices of the Reference Asset on the Exchange during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the last Trading Day during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“**Termination Reference Price**” means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Trading Day**” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“**Trading Hours**” means as regards each Exchange its regular scheduled opening hours on each Trading Day;

“**Valuation Date**” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“**Valuation Time**” means the time specified as such in the relevant Final Terms or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if

the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.

- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.
- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;

- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission’s regulations by virtue of its participants being non-U.S. persons; or (G) any other “U.S. person” as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and
- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) **Verification.** In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) **Settlement.** The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) **Determinations.** Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the

Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred and about the content of the adjustment(s). A “**Market Disruption Event**” means:

- (a) Price Source Disruption. The failure by the Exchange to announce or publish the Reference Asset Price (or the information necessary for determining such price), or the temporary or permanent discontinuance or unavailability of such price by the Exchange on the Valuation Date, the Issuer Call Date or during the Stop Loss Termination Valuation Period; or
- (b) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or
- (c) Disappearance of Price. The failure of trading to commence, or the permanent discontinuation of trading of the Reference Asset on the Exchange; or
- (d) Material Change in Formula. The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the Reference Asset Price; or
- (e) Material Change in Content. The occurrence, since the Issue Date, of a material change in the content or composition of the Reference Asset; or
- (f) De Minimis Trading. The number of contracts traded on the Exchange with respect to the Reference Asset is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Reference Asset has been impaired due to a lack of, or a material reduction in, trading in the Reference Asset on the Exchange; or

- (g) Tax Disruption. The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Reference Asset (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Asset Price on the Valuation Date and/or on each of the three Trading Days following the Valuation Date and/or the Issuer Call Date and/or during the Stop Loss Termination Valuation Period from what it would have been without that imposition, change or removal; or
- (h) Trading Limitation. The material limitation imposed on trading in the Reference Asset with respect to it or any contract with respect to it on any exchange or principal trading market; or
- (i) Governmental Default. If with respect to any security or indebtedness for money borrowed or guaranteed by any Governmental Authority, there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (i) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security, indebtedness for money borrowed or guarantee, (ii) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee or (iii) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or
- (j) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates), of all or substantially all of its assets in the country of the Governmental Authority; or
- (k) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located; or

- (1) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

For this purpose a “**Governmental Authority**” is any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country to which the Reference Asset is in fact referenced.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO GOVERNMENT BOND FUTURE CONTRACTS MINI FUTURE SHORT CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified in the relevant Final Terms, and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be

approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; minus
- (b) Funding Cost; minus
- (c) if such determination is to be made on a Rollover Date, the corresponding Rollover Spread.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Reference Asset and/or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change. The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Trading Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the closing Reference Asset Price on the Exchange (floor trading) at the Valuation Time, adjusted for any reasonable market-making spreads, on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the closing Reference Asset Price on such date having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360.

The Funding Cost can be negative;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if

the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Reference Asset**” means, as of the Issue Date, the Reference Asset specified as such in the relevant Final Terms, and thereafter a financially equivalent reference asset (the “**Substitute Asset**”) selected by the Issuer. On the Rollover Date specified as such in the relevant Final Terms, the Issuer shall make its selection of the Substitute Asset and on such date the Issuer shall, during Trading Hours, effect substitution of the Reference Asset for the Substitute Asset at the Rollover Spread and thereafter the Substitute Asset shall for all purposes be the Reference Asset;

“**Reference Asset Price**” means the current price of the Reference Asset. For the avoidance of any doubt, this shall not be the futures contract value but the futures contract value divided by the applicable contract factor (the value of 1.0 future’s point) specified on the applicable screen page referred to in the relevant Final Terms, and if no such page reference exists, such other page reference as the Calculation Agent determines;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Reference Asset are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day, or (b) each Business Day; or (c) the Business Day following any Rollover Date if such Rollover Date falls during the scheduled month for delivery of the Reference Asset, as determined by the Calculation Agent in its reasonable discretion;

“**Rollover Date**” means the day or period specified as such in the relevant Final Terms;

“**Rollover Spread**” means the fair value spread calculated as the price determined by the Issuer for liquidating its related hedging arrangements for the Reference Asset minus the price determined by the Issuer for establishing its related hedging arrangements for the Substitute Asset during the substitution of the Reference Asset for the Substitute Asset by reference to liquidity in the Reference Asset and the Substitute Asset. The Rollover Spread can be negative;

“**Securities**” means each Series of Government Bond Future Contracts MINI Future Short Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “Securities” and “Security” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the Reference Asset Price (which shall be deemed to be a monetary value in the Financing Level Currency) on the Exchange is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, greater than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level; minus
- (b) the Current Stop Loss Premium.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency), determined by the Calculation Agent in its reasonable discretion to be the fair value price for the Reference Asset Price as determined by the Calculation Agent by reference to the prices of the Reference Asset on the Exchange during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the last Trading Day during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary

for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“Termination Reference Price” means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“Trading Day” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“Trading Hours” means as regards each Exchange its regular scheduled opening hours on each Trading Day;

“Valuation Date” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“Valuation Time” means the time specified as such in the relevant Final Terms or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.

- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.
- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;

- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
 - (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission’s regulations by virtue of its participants being non-U.S. persons; or (G) any other “U.S. person” as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and
 - (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) **Verification.** In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
 - (h) **Settlement.** The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
 - (i) **Determinations.** Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred and about the content of the adjustment(s). A “**Market Disruption Event**” means:

- (a) Price Source Disruption. The failure by the Exchange to announce or publish the Reference Asset Price (or the information necessary for determining such price), or the temporary or permanent discontinuance or unavailability of such price by the Exchange on the Valuation Date, the Issuer Call Date or during the Stop Loss Termination Valuation Period; or
- (b) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or
- (c) Disappearance of Price. The failure of trading to commence, or the permanent discontinuation of trading of the Reference Asset on the Exchange; or
- (d) Material Change in Formula. The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the Reference Asset Price; or
- (e) Material Change in Content. The occurrence, since the Issue Date, of a material change in the content or composition of the Reference Asset; or
- (f) De Minimis Trading. The number of contracts traded on the Exchange with respect to the Reference Asset is such that the Issuer declares that its ability to enter into

- hedging transactions with respect to the Reference Asset has been impaired due to a lack of, or a material reduction in, trading in the Reference Asset on the Exchange; or
- (g) Tax Disruption. The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Reference Asset (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Asset Price on the Valuation Date and/or on each of the three Trading Days following the Valuation Date and/or the Issuer Call Date and/or during the Stop Loss Termination Valuation Period from what it would have been without that imposition, change or removal; or
 - (h) Trading Limitation. The material limitation imposed on trading in the Reference Asset with respect to it or any contract with respect to it on any exchange or principal trading market; or
 - (i) Governmental Default. If with respect to any security or indebtedness for money borrowed or guaranteed by any Governmental Authority, there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (i) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security indebtedness for money borrowed or guarantee, (ii) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee or (iii) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or
 - (j) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates), of all or substantially all of its assets in the country of the Governmental Authority; or

- (k) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located; or
- (l) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

For this purpose a “**Governmental Authority**” is any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country to which the Reference Asset is in fact referenced.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO COMMODITY FORWARD CONTRACTS AND COMMODITY FUTURE CONTRACTS
MINI FUTURE LONG CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified in the relevant Final Terms, and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be

approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; minus
- (c) if such determination is to be made on a Rollover Date, the corresponding Rollover Spread.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Reference Asset or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Trading Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the closing Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the closing Reference Asset Price on such date having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Reference Asset**” means, as of the Issue Date, the Reference Asset specified as such in the relevant Final Terms, and thereafter the Issuer shall, during Trading Hours on the Rollover Date, effect substitution of a financially equivalent reference asset (the “**Substitute Asset**”) selected by the Issuer. Thereafter the Substitute Asset shall for all purposes be the Reference Asset;

“**Reference Asset Price**” means the current price of the Reference Asset. For the avoidance of any doubt, this shall not be the futures contract value but the futures contract value divided by the applicable contract factor (the value of 1.0 future’s point) specified on the applicable screen page referred to in the relevant Final Terms, and if no such page reference exists, such other page reference as the Calculation Agent determines;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Reference Asset are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day or, if a Rollover Date occurs in such month, the Reset Date will be the Business Day following such Rollover Date, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Rollover Date**” means the day or period specified as such in the relevant Final Terms;

“**Rollover Spread**” means the fair value spread calculated as the price determined by the Issuer for liquidating its related hedging arrangements for the Reference Asset minus the price determined by the Issuer for establishing its related hedging arrangements for the Substitute Asset during the substitution of the Reference Asset for the Substitute Asset by reference to liquidity in the Reference Asset and the Substitute Asset. The Rollover Spread can be negative;

“**Securities**” means each Series of Commodity Forward Contracts and Commodity Future Contracts MINI Future Long Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “Securities” and “Security” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the Reference Asset Price (which shall be

deemed to be a monetary value in the Financing Level Currency) is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, less than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level; plus
- (b) the Current Stop Loss Premium.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its reasonable discretion to be the fair value price for the Reference Asset as determined by the Calculation Agent by reference to the Reference Asset Price on the Exchange during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the last Trading Day during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“**Termination Reference Price**” means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Trading Day**” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“**Trading Hours**” means as regards each Exchange its regular scheduled opening hours on the Rollover Date;

“**Valuation Date**” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“**Valuation Time**” means the time specified as such in the relevant Final Terms, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities

such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.

- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.
- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the

United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred and about the content of the adjustment(s). A “**Market Disruption Event**” means:

- (a) Price Source Disruption. The failure by the Exchange to announce or publish the Reference Asset Price (or the information necessary for determining such price), or the temporary or permanent discontinuance or unavailability of such price by the Exchange on the Valuation Date, the Issuer Call Date or during the Stop Loss Termination Valuation Period; or
- (b) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or
- (c) Disappearance of Price. The failure of trading to commence, or the permanent discontinuation of trading of the Reference Asset on the Exchange; or
- (d) Material Change in Formula. The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the Reference Asset Price; or
- (e) Material Change in Content. The occurrence, since the Issue Date, of a material change in the content or composition of the Reference Asset; or
- (f) De Minimis Trading. The number of contracts traded on the Exchange with respect to the Reference Asset is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Reference Asset has been impaired due to a lack of, or a material reduction in, trading in the Reference Asset on the Exchange; or
- (g) Tax Disruption. The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Reference Asset (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Asset Price on the Valuation Date and/or on each of the three Trading Days following the Valuation Date and/or the Issuer Call Date and/or

during the Stop Loss Termination Valuation Period from what it would have been without that imposition, change or removal; or

- (h) Trading Limitation. The material limitation imposed on trading in the Reference Asset with respect to it or any contract with respect to it on any exchange or principal trading market; or
- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located; or
- (j) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO COMMODITY FORWARD CONTRACTS AND COMMODITY FUTURE CONTRACTS
MINI FUTURE LONG QUANTO CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Accrued Quanto Maintenance Fees**” means an amount in the Financing Level Currency equal to the aggregate of Quanto Maintenance Fees accrued within the current Calculation Period as determined by the Calculation Agent. The Accrued Quanto Maintenance Fees can be negative;

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

- (a) Upon Exercise by the Holder:
(Final Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or
- (b) Upon an Issuer Call:
(Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or
- (c) Following a Stop Loss Event:
(Stop Loss Termination Reference Price – Current Financing Level) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the Exchange Rate (if applicable) and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; plus
- (b) Funding Cost; minus
- (c) if such determination is to be made on a Rollover Date, the corresponding Rollover Spread; minus
- (d) Accrued Quanto Maintenance Fees.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Reference Asset or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, a fixed rate of exchange where 1 unit of the Financing Level Currency equals 1 unit of the Settlement Currency;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Trading Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the closing Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the closing Reference Asset Price on such date having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Initial Quanto Maintenance Fee Level**” means the level specified as such in the relevant Final Terms;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Launch Date**” means the date specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Quanto Maintenance Fee**” means a fee in the Financing Level Currency covering the costs associated with arranging the Exchange Rate with respect to the Securities which will be calculated on each Business Day from the Launch Date by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Quanto Maintenance Reference Price} \times \text{Quanto Maintenance Fee Level} \times \text{number of calendar days elapsed since the last Business Day (including the current day)}}{\text{divided by 360.}}$$

If the Issuer realises a profit when arranging the Exchange Rate, the Quanto Maintenance Fee can be negative;

“**Quanto Maintenance Fee Level**” means, with respect to the Launch Date, the Initial Quanto Maintenance Fee Level, and thereafter the relevant Quanto Maintenance Fee Level as determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Maintenance Fee Level in its reasonable discretion having regard to the prevailing market conditions, the correlation between the Reference Asset and the prevailing rate of exchange between the Financing Level Currency and the Settlement Currency, interest rates of such currencies and such other factors as the Calculation Agent deems relevant in determining the costs associated with arranging the quanto feature with respect to the Securities. The Quanto Maintenance Fee Level can be negative;

“**Quanto Maintenance Reference Price**” means, for each Business Day, an amount equal to the Reference Asset Price at the Valuation Time on the immediately preceding Trading Day as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Reference Asset**” means, as of the Issue Date, the Reference Asset specified as such in the relevant Final Terms, and thereafter the Issuer shall, during Trading Hours on the Rollover Date, effect substitution of a financially equivalent reference asset (the “**Substitute Asset**”) selected by the Issuer. Thereafter the Substitute Asset shall for all purposes be the Reference Asset;

“**Reference Asset Price**” means the current price of the Reference Asset. For the avoidance of any doubt, this shall not be the futures contract value but the futures contract value divided by the applicable contract factor (the value of 1.0 future’s point) specified on the applicable screen page referred to in the relevant Final Terms, and if no such page reference exists, such other page reference as the Calculation Agent determines;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Reference Asset are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day or, if a Rollover Date occurs in such month, the Reset Date will be the Business Day following such Rollover Date, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Rollover Date**” means the day or period specified as such in the relevant Final Terms;

“**Rollover Spread**” means the fair value spread calculated as the price determined by the Issuer for liquidating its related hedging arrangements for the Reference Asset minus the price determined by the Issuer for establishing its related hedging arrangements for the Substitute Asset during the substitution of the Reference Asset for the Substitute Asset by reference to liquidity in the Reference Asset and the Substitute Asset. The Rollover Spread can be negative;

“**Securities**” means each Series of Commodity Forward Contracts and Commodity Future Contracts MINI Future Long Quanto Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “Securities” and “Security” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the Reference Asset Price (which shall be deemed to be a monetary value in the Financing Level Currency) is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, less than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level; plus
- (b) the Current Stop Loss Premium.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its reasonable discretion to be the fair value price for the Reference Asset as determined by the Calculation Agent by reference to the Reference Asset Price on the Exchange during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the last Trading Day during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“**Termination Reference Price**” means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Trading Day**” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“**Trading Hours**” means as regards each Exchange its regular scheduled opening hours on the Rollover Date;

“**Valuation Date**” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“**Valuation Time**” means the time specified as such in the relevant Final Terms, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.

- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
- (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.
- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the

authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn

after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred and about the content of the adjustment(s). A “**Market Disruption Event**” means:

- (a) Price Source Disruption. The failure by the Exchange to announce or publish the Reference Asset Price (or the information necessary for determining such price), or the temporary or permanent discontinuance or unavailability of such price by the Exchange on the Valuation Date, the Issuer Call Date or during the Stop Loss Termination Valuation Period; or
- (b) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or
- (c) Disappearance of Price. The failure of trading to commence, or the permanent discontinuation of trading of the Reference Asset on the Exchange; or
- (d) Material Change in Formula. The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the Reference Asset Price; or
- (e) Material Change in Content. The occurrence, since the Issue Date, of a material change in the content or composition of the Reference Asset; or
- (f) De Minimis Trading. The number of contracts traded on the Exchange with respect to the Reference Asset is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Reference Asset has been impaired due to a lack of, or a material reduction in, trading in the Reference Asset on the Exchange; or
- (g) Tax Disruption. The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Reference Asset (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Asset Price on the Valuation Date and/or on each of the three Trading Days following the Valuation Date and/or the Issuer Call Date and/or during the Stop Loss Termination Valuation Period from what it would have been without that imposition, change or removal; or

- (h) Trading Limitation. The material limitation imposed on trading in the Reference Asset with respect to it or any contract with respect to it on any exchange or principal trading market; or
- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located; or
- (j) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO COMMODITY FORWARD CONTRACTS AND COMMODITY FUTURE CONTRACTS
MINI FUTURE SHORT CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified in the relevant Final Terms, and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be

approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; minus
- (b) Funding Cost; minus
- (c) if such determination is to be made on a Rollover Date, the corresponding Rollover Spread.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Reference Asset and/or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, the rate of exchange between the Financing Level Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may determine in its reasonable discretion to be appropriate at such time;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Trading Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the closing Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the closing Reference Asset Price on such date having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent in its reasonable discretion determines that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Maximum Funding Spread**” means the rate specified as such in the relevant Final Terms;

“**Maximum Premium**” means the rate specified as such in the relevant Final Terms;

“**Minimum Premium**” means the rate specified as such in the relevant Final Terms;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Reference Asset**” means, as of the Issue Date, the Reference Asset specified as such in the relevant Final Terms, and thereafter the Issuer shall, during Trading Hours on the Rollover Date, effect substitution of a financially equivalent reference asset (the “**Substitute Asset**”) selected by the Issuer. Thereafter the Substitute Asset shall for all purposes be the Reference Asset;

“**Reference Asset Price**” means the current price of the Reference Asset. For the avoidance of any doubt, this shall not be the futures contract value but the futures contract value divided by the applicable contract factor (the value of 1.0 future’s point) specified on the applicable screen page referred to in the relevant Final Terms, and if no such page reference exists, such other page reference as the Calculation Agent determines;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Reference Asset are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day or, if a Rollover Date occurs in such month, the Reset Date will be the Business Day following such Rollover Date, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Rollover Date**” means the day or period specified as such in the relevant Final Terms;

“**Rollover Spread**” means the fair value spread calculated as the price determined by the Issuer for liquidating its related hedging arrangements for the Reference Asset minus the price determined by the Issuer for establishing its related hedging arrangements for the Substitute Asset during the substitution of the Reference Asset for the Substitute Asset by reference to liquidity in the Reference Asset and the Substitute Asset. The Rollover Spread can be negative;

“**Securities**” means each Series of Commodity Forward Contracts and Commodity Future Contracts MINI Future Short Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “Securities” and “Security” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the Reference Asset Price (which shall be

deemed to be a monetary value in the Financing Level Currency) is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, greater than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level; minus
- (b) the Current Stop Loss Premium.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its reasonable discretion to be the fair value price for the Reference Asset as determined by the Calculation Agent by reference to the Reference Asset Price on the Exchange during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the last Trading Day during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“**Termination Reference Price**” means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Trading Day**” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“**Trading Hours**” means as regards each Exchange its regular scheduled opening hours on the Rollover Date;

“**Valuation Date**” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“**Valuation Time**” means the time specified as such in the relevant Final Terms, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities,

such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.

- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) General. With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.
- (f) Notice. All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the

United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred and about the content of the adjustment(s). A “**Market Disruption Event**” means:

- (a) Price Source Disruption. The failure by the Exchange to announce or publish the Reference Asset Price (or the information necessary for determining such price), or the temporary or permanent discontinuance or unavailability of such price by the Exchange on the Valuation Date, the Issuer Call Date or during the Stop Loss Termination Valuation Period; or
- (b) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or
- (c) Disappearance of Price. The failure of trading to commence, or the permanent discontinuation of trading of the Reference Asset on the Exchange; or
- (d) Material Change in Formula. The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the Reference Asset Price; or
- (e) Material Change in Content. The occurrence, since the Issue Date, of a material change in the content or composition of the Reference Asset; or
- (f) De Minimis Trading. The number of contracts traded on the Exchange with respect to the Reference Asset is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Reference Asset has been impaired due to a lack of, or a material reduction in, trading in the Reference Asset on the Exchange; or
- (g) Tax Disruption. The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Reference Asset (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Asset Price on the Valuation Date and/or on each of the three Trading Days following the Valuation Date and/or the Issuer Call Date and/or

during the Stop Loss Termination Valuation Period from what it would have been without that imposition, change or removal; or

- (h) Trading Limitation. The material limitation imposed on trading in the Reference Asset with respect to it or any contract with respect to it on any exchange or principal trading market; or
- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located; or
- (j) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO COMMODITY FORWARD CONTRACTS AND COMMODITY FUTURE CONTRACTS
MINI FUTURE SHORT QUANTO CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities and will be attached to any Global Security representing the Securities.

1. DEFINITIONS

“**Accrued Quanto Maintenance Fees**” means an amount in the Financing Level Currency equal to the aggregate of Quanto Maintenance Fees accrued within the current Calculation Period as determined by the Calculation Agent. The Accrued Quanto Maintenance Fees can be negative;

“**Business Day**” means, unless otherwise specified in the relevant Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means, unless otherwise specified in the relevant Final Terms, an amount determined by the Calculation Agent in accordance with the following formula:

(a) Upon Exercise by the Holder:

(Current Financing Level – Final Reference Price) x Entitlement, less Expenses (the “**Exercise Cash Amount**”); or

(b) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement, less Expenses (the “**Issuer Call Cash Amount**”); or

(c) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement, less Expenses (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the Exchange Rate (if applicable) and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means each clearing agent and clearance system specified as such in the relevant Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (a) the Current Financing Level on the previous Reset Date; minus
- (b) Funding Cost; minus
- (c) if such determination is to be made on a Rollover Date, the corresponding Rollover Spread; minus
- (d) Accrued Quanto Maintenance Fees.

The Current Financing Level on the Issue Date is the level specified as such in the relevant Final Terms;

“**Current Funding Spread**” means the rate (expressed as a per annum percentage rate) as determined by the Calculation Agent in its reasonable discretion having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant. The Current Funding Spread may be reset on each Reset Date, subject to the Maximum Funding Spread per annum (save that if, in the reasonable discretion of the Calculation Agent, at any time the market rate for procuring the Reference Asset and/or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Current Funding Spread and/or the Maximum Funding Spread may be increased to reflect this change). The Current Funding Spread on the Issue Date is the spread specified as such in the relevant Final Terms;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its reasonable discretion, and subject to adjustment in accordance with Product Condition 3, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall (subject to any rounding) not be less than the Minimum Premium nor greater than the Maximum Premium of the Current Financing Level, subject to adjustment in accordance with Product Condition 3. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the relevant Final Terms;

“**Entitlement**” means the number specified as such in the relevant Final Terms, subject to any adjustment in accordance with Product Condition 3;

“**Exchange**” means the exchange or quotation system specified as such in the relevant Final Terms or any successor to such exchange or quotation system;

“**Exchange Rate**” means, if the Financing Level Currency is different to the Settlement Currency, a fixed rate of exchange where 1 unit of the Financing Level Currency equals 1 unit of the Settlement Currency;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 2;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Trading Day preceding the scheduled Valuation Date, as provided in Product Condition 2;

“**Exercise Time**” means the time specified as such in the relevant Final Terms;

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, securities transfer and/or other taxes or duties, arising in connection with (a) the exercise of such Security and/or (b) any payment or delivery due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, unless otherwise specified in the relevant Final Terms, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the closing Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Valuation Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such price can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent in its reasonable discretion as its good faith estimate of the closing Reference Asset Price on such date having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Financing Level Currency**” means the currency specified as such in the relevant Final Terms;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 3, an amount, as determined on a daily basis by the Calculation Agent, equal to:

- (a) the Current Funding Spread; multiplied by
- (b) the Current Financing Level on the previous Reset Date; multiplied by
- (c) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360;

“**Initial Leverage**” means the number specified as such in the relevant Final Terms. The Initial Leverage is indicative only prior to the Issue Date and will be determined on the Issue Date;

“**Initial Quanto Maintenance Fee Level**” means the level specified as such in the relevant Final Terms;

“**Issue Date**” means the date specified as such in the relevant Final Terms;

“**Issuer**” means ABN AMRO Bank N.V., a bank incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office in The Netherlands or its branch in London or such further or other branches as may be specified from time to time in the relevant Final Terms;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 2;

“**Issuer Call Commencement Date**” means the date specified as such in the relevant Final Terms;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 2, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent in its reasonable discretion determines that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Termination Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant;

“**Issuer Call Notice Period**” means the period specified as such in the relevant Final Terms;

“**Launch Date**” means the date specified as such in the relevant Final Terms;

“**Market Disruption Event**” means each event specified as such in Product Condition 3 and any Additional Market Disruption Event specified in the relevant Final Terms;

“**Paying Agent**” means each paying agent specified as such in the relevant Final Terms, each acting through its specified office and together, the “**Paying Agents**” which expression shall include any other Paying Agent appointed pursuant to the provisions of General Condition 11;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and

foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

“**Quanto Maintenance Fee**” means a fee in the Financing Level Currency covering the costs associated with arranging the Exchange Rate with respect to the Securities which will be calculated on each Business Day from the Launch Date by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Quanto Maintenance Reference Price} \times \text{Quanto Maintenance Fee Level} \times \text{number of calendar days elapsed since the last Business Day (including the current day)}}{\text{divided by 360.}}$$

If the Issuer realises a profit when arranging the Exchange Rate, the Quanto Maintenance Fee can be negative;

“**Quanto Maintenance Fee Level**” means, with respect to the Launch Date, the Initial Quanto Maintenance Fee Level, and thereafter the relevant Quanto Maintenance Fee Level as determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Maintenance Fee Level in its reasonable discretion having regard to the prevailing market conditions, the correlation between the Reference Asset and the prevailing rate of exchange between the Financing Level Currency and the Settlement Currency, interest rates of such currencies and such other factors as the Calculation Agent deems relevant in determining the costs associated with arranging the quanto feature with respect to the Securities. The Quanto Maintenance Fee Level can be negative;

“**Quanto Maintenance Reference Price**” means, for each Business Day, an amount equal to the Reference Asset Price at the Valuation Time on the immediately preceding Trading Day as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Reference Asset**” means, as of the Issue Date, the Reference Asset specified as such in the relevant Final Terms, and thereafter the Issuer shall, during Trading Hours on the Rollover Date, effect substitution of a financially equivalent reference asset (the “**Substitute Asset**”) selected by the Issuer. Thereafter the Substitute Asset shall for all purposes be the Reference Asset;

“**Reference Asset Price**” means the current price of the Reference Asset. For the avoidance of any doubt, this shall not be the futures contract value but the futures contract value divided by the applicable contract factor (the value of 1.0 future’s point) specified on the applicable screen page referred to in the relevant Final Terms, and if no such page reference exists, such other page reference as the Calculation Agent determines;

“**Related Exchange**” means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Reference Asset are traded;

“**Relevant Number of Trading Days**” means the number of Trading Days specified as such in the relevant Final Terms;

“**Reset Date**” means, unless otherwise specified in the relevant Final Terms, the Issue Date and thereafter (a) each day of each calendar month specified as such in the relevant Final Terms, provided that if such day is not a Business Day, the Reset Date will be the next following Business Day or, if a Rollover Date occurs in such month, the Reset Date will be the Business Day following such Rollover Date, or (b) each Business Day, as determined by the Calculation Agent in its reasonable discretion;

“**Rollover Date**” means the day or period specified as such in the relevant Final Terms;

“**Rollover Spread**” means the fair value spread calculated as the price determined by the Issuer for liquidating its related hedging arrangements for the Reference Asset minus the price determined by the Issuer for establishing its related hedging arrangements for the Substitute Asset during the substitution of the Reference Asset for the Substitute Asset by reference to liquidity in the Reference Asset and the Substitute Asset. The Rollover Spread can be negative;

“**Securities**” means each Series of Commodity Forward Contracts and Commodity Future Contracts MINI Future Short Quanto Certificates specified in the relevant Final Terms and each such certificate a “**Security**”. References to the terms “Securities” and “Security” shall be construed severally with respect to each Series specified in the relevant Final Terms;

“**Series**” means each series of Securities set out in the relevant Final Terms;

“**Settlement Currency**” means the currency specified as such in the relevant Final Terms;

“**Settlement Date**” means the date specified as such in the relevant Final Terms;

“**Stop Loss Event**” occurs, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, if the Reference Asset Price (which shall be deemed to be a monetary value in the Financing Level Currency) is at any time on any Trading Day from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, greater than or equal to the Stop Loss Price. If no such price is available, the price will be determined by the Calculation Agent in its reasonable discretion;

“**Stop Loss Price**” means an amount calculated on each Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 3, determined by the Calculation Agent in its reasonable discretion, as:

- (a) the Current Financing Level; minus
- (b) the Current Stop Loss Premium.

The Stop Loss Price shall be rounded in the manner specified in the relevant Final Terms. The Stop Loss Price on the Issue Date shall be the amount specified as such in the relevant Final Terms;

“**Stop Loss Termination Date**” means the first Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, unless otherwise specified in the relevant Final Terms and subject to any adjustment in accordance with Product Condition 3, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent in its reasonable discretion to be the fair value price for the Reference Asset as determined by the Calculation Agent by reference to the Reference Asset Price on the Exchange during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the last Trading Day during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Period**” means a reasonable period following the Stop Loss Event, as determined by the Calculation Agent in its reasonable discretion, which period shall be determined by liquidity in the market of the underlying and shall not be greater than 3 hours (regardless of any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange or the Related Exchange (regardless of any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its reasonable discretion;

“**Termination Reference Price**” means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the Reference Asset Price on the Exchange at the Valuation Time, adjusted for any reasonable market-making spreads, on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“**Trading Day**” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“**Trading Hours**” means as regards each Exchange its regular scheduled opening hours on the Rollover Date;

“Valuation Date” means the date or dates specified as such in the relevant Final Terms, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on that day in which case the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines in its reasonable discretion that there is no Market Disruption Event, unless the Calculation Agent determines in its reasonable discretion that a Market Disruption Event has occurred on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (a) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported Reference Asset Price on the Exchange and such other factors as the Calculation Agent determines in its reasonable discretion to be relevant; and

“Valuation Time” means the time specified as such in the relevant Final Terms, or such other time as the Issuer may determine in its reasonable discretion and notify to the Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable on any Exercise Date by delivery of a Notice prior to the Exercise Time on an Exercise Date.
- (b) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically. A Stop Loss Event will override an Issuer Call and/or due Exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. The Issuer may terminate, subject to a valid Exercise or a Stop Loss Event, the Securities, in whole but not in part, on any Business Day by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to the delivery by the Holder of a

duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:

- (i) The Exercise Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call; or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (g) **General.** With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in case of culpably breaching material duties that arise under or in connection with these Conditions or in case of a wilful or gross negligent breach of other duties.
- (h) **Notice.** All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Paying Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan

for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) consent to the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Paying Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
- (i) Determinations. Subject as set out below, failure to properly complete a Notice in the manner set out above and to deliver it in the time specified in this Product Condition 2 shall result in such notice being treated as null and void.

The Principal Paying Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Paying Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If a Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Paying Agent.

- (j) Delivery of a Notice. Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.

3. ADJUSTMENTS

Market Disruption. The Calculation Agent shall notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred and about the content of the adjustment(s). A “**Market Disruption Event**” means:

- (a) Price Source Disruption. The failure by the Exchange to announce or publish the Reference Asset Price (or the information necessary for determining such price), or the temporary or permanent discontinuance or unavailability of such price by the Exchange on the Valuation Date, the Issuer Call Date or during the Stop Loss Termination Valuation Period; or
- (b) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or
- (c) Disappearance of Price. The failure of trading to commence, or the permanent discontinuation of trading of the Reference Asset on the Exchange; or
- (d) Material Change in Formula. The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the Reference Asset Price; or
- (e) Material Change in Content. The occurrence, since the Issue Date, of a material change in the content or composition of the Reference Asset; or
- (f) De Minimis Trading. The number of contracts traded on the Exchange with respect to the Reference Asset is such that the Issuer declares that its ability to enter into hedging transactions with respect to the Reference Asset has been impaired due to a lack of, or a material reduction in, trading in the Reference Asset on the Exchange; or
- (g) Tax Disruption. The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Reference Asset (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Asset Price on the Valuation Date and/or on each of the three Trading Days following the Valuation Date and/or the Issuer Call Date and/or during the Stop Loss Termination Valuation Period from what it would have been without that imposition, change or removal; or
- (h) Trading Limitation. The material limitation imposed on trading in the Reference Asset with respect to it or any contract with respect to it on any exchange or principal trading market; or

- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located; or
- (j) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

The Issuer may (i) terminate the Securities or (ii) make adjustments to the Conditions in order to account for any such event if the Calculation Agent considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 3 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF ROHSTOFFE

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Endgültiger Referenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Stop-Loss-Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen, sofern in den maßgeblichen Endgültigen Bedingungen angegeben, wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Rohstoff**“ bezeichnet den Rohstoff, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich der Produktbedingung 3;

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Rohstoffs bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag

unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag-satz**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Geschäftstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag in Höhe des Geldkurses des Rohstoffs, der auf der in der Definition des Rohstoffs in den maßgeblichen Endgültigen Bedingungen genannten Reuters-Seite zum Bewertungszeitpunkt am Bewertungstag veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Preis festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Geldkurses des

Rohstoffs an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Handelspreis des Rohstoffs sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) der Geltende Zinssatz zuzüglich der Aktuellen Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche

Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Handelspreises des Rohstoffs sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Geltender Zinssatz**“ bezeichnet den von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Satz für Tagesgeldeinlagen oder für Einlagen mit einer Laufzeit von einem Monat, die im Interbankenmarkt in der Währung des Finanzierungslevel getätigt werden (wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt);

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Rohstoff gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Long Zertifikate auf Rohstoffe, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der niedrigste Geldkurs des Rohstoffs, wie auf der in den maßgeblichen Endgültigen Bedingungen angegebenen Reuters-Seite veröffentlicht, zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese unterschreitet. Ist ein solcher Preis nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Stop-Loss-Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel am aktuellen Stop-Loss-Anpassungstag; zuzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags am aktuellen Stop-Loss-Anpassungstag.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Anpassungstag**“ bezeichnet (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Stop-Loss-Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag, der einem angemessenen Marktpreis des Rohstoffs entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Geldkurse des Rohstoffs an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den Stop-Loss-Kündigungstag oder, falls das Stop-Loss-Ereignis zum Bewertungszeitpunkt am Stop-Loss-Kündigungstag eintritt, den darauf folgenden Handelstag;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelsschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag in Höhe des Geldkurses des Rohstoffs, der auf der in der Definition des Rohstoffs in den maßgeblichen Endgültigen Bedingungen genannten Reuters-Seite zum Bewertungszeitpunkt am Kündigungstag der Emittentin veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem

der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Handelspreises des Rohstoffs sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) **Ausübung.** Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.
- (b) **Stop-Loss-Ereignis.** Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) **Kündigungsrecht der Emittentin.** Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen

Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.

- (d) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:
- (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine

US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tüftung von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.

- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Es erfolgt keine Bekanntgabe bzw. Veröffentlichung des Preises des Rohstoffs (oder der zur Ermittlung dieses Preises benötigten Informationen) durch die Börse, oder der vorgenannte Preis wird vorübergehend oder dauerhaft nicht mehr von der Börse bereitgestellt bzw. ist von dort nicht mehr abrufbar; oder
- (b) Aussetzung des Handels. Es erfolgt eine wesentliche Aussetzung des Handels an der Börse oder an einer Zugehörigen Börse; oder
- (c) Wegfall des Preises. An der Börse wird der Handel in dem Rohstoff nicht aufgenommen bzw. dauerhaft eingestellt; oder
- (d) Wesentliche Änderung der Formel. Seit dem Emissionstag ist eine wesentliche Änderung bei der zur Berechnung des Preises des Rohstoffs verwendeten Grundlage (u.a. einschließlich der Menge, Qualität oder Währung) bzw. Methodik eingetreten; oder

- (e) Wesentliche Änderung der Beschaffenheit. Seit dem Emissionstag ist eine wesentliche Änderung der Beschaffenheit bzw. Zusammensetzung des Rohstoffs eingetreten; oder
- (f) Mindesthandelsvolumen. Aufgrund der Anzahl der an der Börse gehandelten Kontrakte auf den Rohstoff erklärt die Emittentin die Beeinträchtigung ihrer Fähigkeit zur Tätigkeit von Absicherungsgeschäften auf den Rohstoff, da das Handelsvolumen in dem Rohstoff an der Börse auf Null oder wesentlich gesunken ist; oder
- (g) Steuerbezogene Störung. Die Erhebung, Änderung oder Abschaffung von Aufwand-, Förder-, Umsatz-, Verbrauch-, Mehrwert-, Verkehrs-, Stempel- bzw. Urkundenstempel-, Eintragungs- oder ähnlicher Steuern, die auf den Rohstoff erhoben bzw. auf dessen Grundlage berechnet werden (mit Ausnahme von Steuern, die auf die Brutto- oder Nettogesamterträge erhoben bzw. auf deren Grundlage berechnet werden), durch eine staatliche oder Steuerbehörde nach dem Emissionstag, sofern eine solche Erhebung, Änderung oder Abschaffung unmittelbare Preissteigerungen bzw. -verluste bei dem Rohstoff an dem Bewertungstag und/oder an jedem der drei auf den Bewertungstag folgenden Handelstage und/oder während des Stop-Loss-Kündigungsbewertungszeitraums gegenüber dem Preisniveau zur Folge hat, das der Rohstoff ohne die vorgenannte Steuererhebung, Steueränderung oder Steuerabschaffung gehabt hätte; oder
- (h) Handelsbeschränkung. Die wesentliche Beschränkung des Handels in dem Rohstoff an einer Börse oder in einem Haupthandelsmarkt in Bezug auf den Rohstoff oder die darauf bestehenden Kontrakte; oder
- (i) Moratorium. In dem Land, in dem sich die Börse oder eine Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder
- (j) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG QUANTO ZERTIFIKATE AUF ROHSTOFFE

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Aufgelaufene Quanto Absicherungsgebühren**“ bezeichnet einen von der Berechnungsstelle ermittelten Betrag in der Währung des Finanzierungslevel, der dem Gesamtbetrag der im aktuellen Berechnungszeitraum aufgelaufenen Quanto Absicherungsgebühren entspricht. Die Aufgelaufenen Quanto Absicherungsgebühren können negativ sein;

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Endgültiger Referenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Stop-Loss-Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem Wechselkurs in die Abrechnungswährung umzurechnen (soweit anwendbar), wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Rohstoff**“ bezeichnet den Rohstoff, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich der Produktbedingung 3;

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten; abzüglich
- (c) der Aufgelaufenen Quanto Absicherungsgebühren.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Rohstoffs bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag-satz**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, einen festen Wechselkurs, wobei eine Einheit der Währung des Finanzierungslevel einer Einheit der Abrechnungswährung entspricht;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Geschäftstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag in Höhe des Geldkurses des Rohstoffs, der auf der in der Definition des Rohstoffs in den maßgeblichen Endgültigen Bedingungen genannten Reuters-Seite zum Bewertungszeitpunkt am Bewertungstag veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberück-

sichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Preis festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Geldkurses des Rohstoffs an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Handelspreis des Rohstoffs sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) der Geltende Zinssatz zuzüglich der Aktuellen Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Anfängliche Höhe der Quanto Absicherungsgebühr**“ bezeichnet die Höhe, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Handelspreises des Rohstoffs sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Auflegungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem

das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Geltender Zinssatz**“ bezeichnet den von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Satz für Tagesgeldeinlagen oder für Einlagen mit einer Laufzeit von einem Monat, die im Interbankenmarkt in der Währung des Finanzierungslevel getätigt werden (wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt);

„**Quanto Absicherungsgebühr**“ bezeichnet eine Gebühr in der Währung des Finanzierungslevel zur Deckung der Kosten, die im Rahmen der Einrichtung des Wechselkurses in Bezug auf die Wertpapiere anfallen. Sie wird ab dem Auflegungstag an jedem Geschäftstag von der Berechnungsstelle nach folgender Formel berechnet:

$$\text{Quanto Absicherungsreferenzpreis} \times \text{Höhe der Quanto Absicherungsgebühr} \times \text{Anzahl der seit dem letzten Geschäftstag (einschließlich des aktuellen Tages) verstrichenen Kalendertage} \text{ dividiert durch } 360.$$

Wenn die Emittentin durch die Einrichtung des Wechselkurses einen Gewinn realisiert, kann die Quanto Absicherungsgebühr negativ sein;

„**Höhe der Quanto Absicherungsgebühr**“ bezeichnet in Bezug auf den Auflegungstag die Anfängliche Höhe der Quanto Absicherungsgebühr und danach die maßgebliche Höhe der Quanto Absicherungsgebühr, wie von der Berechnungsstelle festgelegt. Die Berechnungsstelle kann die Höhe der Quanto Absicherungsgebühr für jeden Tag nach ihrem billigen Ermessen neu festsetzen, wobei sie die jeweils vorherrschenden Marktbedingungen, die Korrelation zwischen dem Rohstoff und dem jeweils geltenden Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, die Zinssätze für diese Währungen sowie alle sonstigen Faktoren berücksichtigt, die von der Berechnungsstelle im Rahmen der Bestimmung der Kosten, die mit der Einrichtung des Quanto Merkmals für die Wertpapiere verbunden sind, als maßgeblich erachtet werden. Die Höhe der Quanto Absicherungsgebühr kann auch negativ sein;

„**Quanto Absicherungsreferenzpreis**“ bezeichnet in Bezug auf jeden Geschäftstag einen Betrag in Höhe des Geldkurses des Rohstoffs, der auf der in der Definition des Rohstoffs in den maßgeblichen Endgültigen Bedingungen genannten Reuters-Seite zum Bewertungszeitpunkt am unmittelbar vorhergehenden Handelstag veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Rohstoff gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Long Quanto Zertifikate auf Rohstoffe, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der niedrigste Geldkurs des Rohstoffs, wie auf der in den maßgeblichen Endgültigen Bedingungen angegebenen Reuters-Seite veröffentlicht, zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese unterschreitet. Ist ein solcher Preis nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Stop-Loss-Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel am aktuellen Stop-Loss-Anpassungstag; zuzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags am aktuellen Stop-Loss-Anpassungstag.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Anpassungstag**“ bezeichnet (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Stop-Loss-Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag, der einem angemessenen Marktpreis des Rohstoffs entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Geldkurse des Rohstoffs an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den Stop-Loss-Kündigungstag oder, falls das Stop-Loss-Ereignis zum Bewertungszeitpunkt am Stop-Loss-Kündigungstag eintritt, den darauf folgenden Handelstag;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelsschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag in Höhe des Geldkurses des Rohstoffs, der auf der in der Definition des Rohstoffs in den maßgeblichen Endgültigen Bedingungen genannten Reuters-Seite zum Bewertungszeitpunkt am Kündigungstag der Emittentin veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem

der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Handelspreises des Rohstoffs sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) Ausübung. Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.
- (b) Stop-Loss-Ereignis. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) Kündigungsrecht der Emittentin. Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der

Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.

- (d) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:
- (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;

- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tötigung von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (United States Commodity Futures Trading Commission) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (United States Commodity Exchange Act) erlassen wurden; und
- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.

- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Es erfolgt keine Bekanntgabe bzw. Veröffentlichung des Preises des Rohstoffs (oder der zur Ermittlung dieses Preises benötigten Informationen) durch die Börse, oder der vorgenannte Preis wird vorübergehend oder dauerhaft nicht mehr von der Börse bereitgestellt bzw. ist von dort nicht mehr abrufbar; oder
- (b) Aussetzung des Handels. Es erfolgt eine wesentliche Aussetzung des Handels an der Börse oder an einer Zugehörigen Börse; oder

- (c) Wegfall des Preises. An der Börse wird der Handel in dem Rohstoff nicht aufgenommen bzw. dauerhaft eingestellt; oder
- (d) Wesentliche Änderung der Formel. Seit dem Emissionstag ist eine wesentliche Änderung bei der zur Berechnung des Preises des Rohstoffs verwendeten Grundlage (u.a. einschließlich der Menge, Qualität oder Währung) bzw. Methodik eingetreten; oder
- (e) Wesentliche Änderung der Beschaffenheit. Seit dem Emissionstag ist eine wesentliche Änderung der Beschaffenheit bzw. Zusammensetzung des Rohstoffs eingetreten; oder
- (f) Mindesthandelsvolumen. Aufgrund der Anzahl der an der Börse gehandelten Kontrakte auf den Rohstoff erklärt die Emittentin die Beeinträchtigung ihrer Fähigkeit zur Tätigkeit von Absicherungsgeschäften auf den Rohstoff, da das Handelsvolumen in dem Rohstoff an der Börse auf Null oder wesentlich gesunken ist; oder
- (g) Steuerbezogene Störung. Die Erhebung, Änderung oder Abschaffung von Aufwand-, Förder-, Umsatz-, Verbrauch-, Mehrwert-, Verkehrs-, Stempel- bzw. Urkundenstempel-, Eintragungs- oder ähnlicher Steuern, die auf den Rohstoff erhoben bzw. auf dessen Grundlage berechnet werden (mit Ausnahme von Steuern, die auf die Brutto- oder Nettogesamterträge erhoben bzw. auf deren Grundlage berechnet werden), durch eine staatliche oder Steuerbehörde nach dem Emissionstag, sofern eine solche Erhebung, Änderung oder Abschaffung unmittelbare Preissteigerungen bzw. -verluste bei dem Rohstoff an dem Bewertungstag und/oder an jedem der drei auf den Bewertungstag folgenden Handelstage und/oder während des Stop-Loss-Kündigungsbewertungszeitraums gegenüber dem Preisniveau zur Folge hat, das der Rohstoff ohne die vorgenannte Steuererhebung, Steueränderung oder Steuerabschaffung gehabt hätte; oder
- (h) Handelsbeschränkung. Die wesentliche Beschränkung des Handels in dem Rohstoff an einer Börse oder in einem Haupthandelsmarkt in Bezug auf den Rohstoff oder die darauf bestehenden Kontrakte; oder
- (i) Moratorium. In dem Land, in dem sich die Börse oder eine Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder
- (j) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF ROHSTOFFE

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Aktueller Finanzierungslevel – Endgültiger Referenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Aktueller Finanzierungslevel – Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Aktueller Finanzierungslevel – Stop-Loss-Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen, sofern in den maßgeblichen Endgültigen Bedingungen angegeben, wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Rohstoff**“ bezeichnet den Rohstoff, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich der Produktbedingung 3;

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Rohstoffs bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag

unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag-satz**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Geschäftstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag in Höhe des Briefkurses des Rohstoffs, der auf der in der Definition des Rohstoffs in den maßgeblichen Endgültigen Bedingungen genannten Reuters-Seite zum Bewertungszeitpunkt am Bewertungstag veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Preis festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Briefkurses des

Rohstoffs an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Handelspreis des Rohstoffs sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) der Geltende Zinssatz abzüglich der Aktuellen Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360.

Die Finanzierungskosten können negativ sein;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der

Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Handelspreises des Rohstoffs sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Geltender Zinssatz**“ bezeichnet den von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Satz für Tagesgeldeinlagen oder für Einlagen mit einer Laufzeit von einem Monat, die im Interbankenmarkt in der Währung des Finanzierungslevel getätigt werden (wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt);

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Rohstoff gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Short Zertifikate auf Rohstoffe, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der höchste Briefkurs des Rohstoffs, wie auf der in den maßgeblichen Endgültigen Bedingungen angegebenen Reuters-Seite veröffentlicht, zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese überschreitet. Ist ein solcher Preis nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Stop-Loss-Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel am aktuellen Stop-Loss-Anpassungstag; abzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags am aktuellen Stop-Loss-Anpassungstag.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Anpassungstag**“ bezeichnet (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Stop-Loss-Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag, der einem angemessenen Marktpreis des Rohstoffs entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Briefkurse des Rohstoffs an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den Stop-Loss-Kündigungstag oder, falls das Stop-Loss-Ereignis zum Bewertungszeitpunkt am Stop-Loss-Kündigungstag eintritt, den darauf folgenden Handelstag;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelsschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag in Höhe des Briefkurses des Rohstoffs, der auf der in der Definition des Rohstoffs in den maßgeblichen Endgültigen Bedingungen genannten Reuters-Seite zum Bewertungszeitpunkt am Kündigungstag der Emittentin veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Handelspreises des Rohstoffs sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) **Ausübung.** Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.
- (b) **Stop-Loss-Ereignis.** Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) **Kündigungsrecht der Emittentin.** Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt

(aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.

- (d) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:
- (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;

- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tätigkeit von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und
- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.

- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Es erfolgt keine Bekanntgabe bzw. Veröffentlichung des Preises des Rohstoffs (oder der zur Ermittlung dieses Preises benötigten Informationen)

durch die Börse, oder der vorgenannte Preis wird vorübergehend oder dauerhaft nicht mehr von der Börse bereitgestellt bzw. ist von dort nicht mehr abrufbar; oder

- (b) Aussetzung des Handels. Es erfolgt eine wesentliche Aussetzung des Handels an der Börse oder an einer Zugehörigen Börse; oder
- (c) Wegfall des Preises. An der Börse wird der Handel in dem Rohstoff nicht aufgenommen bzw. dauerhaft eingestellt; oder
- (d) Wesentliche Änderung der Formel. Seit dem Emissionstag ist eine wesentliche Änderung bei der zur Berechnung des Preises des Rohstoffs verwendeten Grundlage (u.a. einschließlich der Menge, Qualität oder Währung) bzw. Methodik eingetreten; oder
- (e) Wesentliche Änderung der Beschaffenheit. Seit dem Emissionstag ist eine wesentliche Änderung der Beschaffenheit bzw. Zusammensetzung des Rohstoffs eingetreten; oder
- (f) Mindesthandelsvolumen. Aufgrund der Anzahl der an der Börse gehandelten Kontrakte auf den Rohstoff erklärt die Emittentin die Beeinträchtigung ihrer Fähigkeit zur Tätigung von Absicherungsgeschäften auf den Rohstoff, da das Handelsvolumen in dem Rohstoff an der Börse auf Null oder wesentlich gesunken ist; oder
- (g) Steuerbezogene Störung. Die Erhebung, Änderung oder Abschaffung von Aufwand-, Förder-, Umsatz-, Verbrauch-, Mehrwert-, Verkehrs-, Stempel- bzw. Urkundenstempel-, Eintragungs- oder ähnlicher Steuern, die auf den Rohstoff erhoben bzw. auf dessen Grundlage berechnet werden (mit Ausnahme von Steuern, die auf die Brutto- oder Nettogesamterträge erhoben bzw. auf deren Grundlage berechnet werden), durch eine staatliche oder Steuerbehörde nach dem Emissionstag, sofern eine solche Erhebung, Änderung oder Abschaffung unmittelbare Preissteigerungen bzw. -verluste bei dem Rohstoff an dem Bewertungstag und/oder an jedem der drei auf den Bewertungstag folgenden Handelstage und/oder während des Stop-Loss-Kündigungsbewertungszeitraums gegenüber dem Preisniveau zur Folge hat, das der Rohstoff ohne die vorgenannte Steuererhebung, Steueränderung oder Steuerabschaffung gehabt hätte; oder
- (h) Handelsbeschränkung. Die wesentliche Beschränkung des Handels in dem Rohstoff an einer Börse oder in einem Haupthandelsmarkt in Bezug auf den Rohstoff oder die darauf bestehenden Kontrakte; oder

- (i) Moratorium. In dem Land, in dem sich die Börse oder eine Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder
- (j) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT QUANTO ZERTIFIKATE AUF ROHSTOFFE

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbriefenden Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Aufgelaufene Quanto Absicherungsgebühren**“ bezeichnet einen von der Berechnungsstelle ermittelten Betrag in der Währung des Finanzierungslevel, der dem Gesamtbetrag der im aktuellen Berechnungszeitraum aufgelaufenen Quanto Absicherungsgebühren entspricht. Die Aufgelaufenen Quanto Absicherungsgebühren können negativ sein;

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Aktueller Finanzierungslevel – Endgültiger Referenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Aktueller Finanzierungslevel – Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Aktueller Finanzierungslevel – Stop-Loss-Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem Wechselkurs in die Abrechnungswährung umzurechnen (soweit anwendbar), wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Rohstoff**“ bezeichnet den Rohstoff, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich der Produktbedingung 3;

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten, abzüglich
- (c) der Aufgelaufenen Quanto Absicherungsgebühren.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Rohstoffs bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag-satz**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, einen festen Wechselkurs, wobei eine Einheit der Währung des Finanzierungslevel einer Einheit der Abrechnungswährung entspricht;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Geschäftstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag in Höhe des Briefkurses des Rohstoffs, der auf der in der Definition des Rohstoffs in den maßgeblichen Endgültigen Bedingungen genannten Reuters-Seite zum Bewertungszeitpunkt am Bewertungstag veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberück-

sichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Preis festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Briefkurses des Rohstoffs an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Handelspreis des Rohstoffs sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) der Geltende Zinssatz abzüglich der Aktuellen Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360.

Die Finanzierungskosten können negativ sein;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Anfängliche Höhe der Quanto Absicherungsgebühr**“ bezeichnet die Höhe, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Handelspreises des Rohstoffs sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Auflegungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem

das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Geltender Zinssatz**“ bezeichnet den von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Satz für Tagesgeldeinlagen oder für Einlagen mit einer Laufzeit von einem Monat, die im Interbankenmarkt in der Währung des Finanzierungslevel getätigt werden (wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt);

„**Quanto Absicherungsgebühr**“ bezeichnet eine Gebühr in der Währung des Finanzierungslevel zur Deckung der Kosten, die im Rahmen der Einrichtung des Wechselkurses in Bezug auf die Wertpapiere anfallen. Sie wird ab dem Auflegungstag an jedem Geschäftstag von der Berechnungsstelle nach folgender Formel berechnet:

$$\text{Quanto Absicherungsreferenzpreis} \times \text{Höhe der Quanto Absicherungsgebühr} \times \text{Anzahl der seit dem letzten Geschäftstag (einschließlich des aktuellen Tages) verstrichenen Kalendertage} \text{ dividiert durch } 360.$$

Wenn die Emittentin durch die Einrichtung des Wechselkurses einen Gewinn realisiert, kann die Quanto Absicherungsgebühr negativ sein;

„**Höhe der Quanto Absicherungsgebühr**“ bezeichnet in Bezug auf den Auflegungstag die Anfängliche Höhe der Quanto Absicherungsgebühr und danach die maßgebliche Höhe der Quanto Absicherungsgebühr, wie von der Berechnungsstelle festgelegt. Die Berechnungsstelle kann die Höhe der Quanto Absicherungsgebühr für jeden Tag nach ihrem billigen Ermessen neu festsetzen, wobei sie die jeweils vorherrschenden Marktbedingungen, die Korrelation zwischen dem Rohstoff und dem jeweils geltenden Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, die Zinssätze für diese Währungen sowie alle sonstigen Faktoren berücksichtigt, die von der Berechnungsstelle im Rahmen der Bestimmung der Kosten, die mit der Einrichtung des Quanto Merkmals für die Wertpapiere verbunden sind, als maßgeblich erachtet werden. Die Höhe der Quanto Absicherungsgebühr kann auch negativ sein;

„**Quanto Absicherungsreferenzpreis**“ bezeichnet in Bezug auf jeden Geschäftstag einen Betrag in Höhe des Briefkurses des Rohstoffs, der auf der in der Definition des Rohstoffs in den maßgeblichen Endgültigen Bedingungen genannten Reuters-Seite zum Bewertungszeitpunkt am unmittelbar vorhergehenden Handelstag veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Rohstoff gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Short Quanto Zertifikate auf Rohstoffe, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der höchste Briefkurs des Rohstoffs, wie auf der in den maßgeblichen Endgültigen Bedingungen angegebenen Reuters-Seite veröffentlicht, zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese überschreitet. Ist ein solcher Preis nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Stop-Loss-Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel am aktuellen Stop-Loss-Anpassungstag; abzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags am aktuellen Stop-Loss-Anpassungstag.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Anpassungstag**“ bezeichnet (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Stop-Loss-Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag, der einem angemessenen Marktpreis des Rohstoffs entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Briefkurse des Rohstoffs an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den Stop-Loss-Kündigungstag oder, falls das Stop-Loss-Ereignis zum Bewertungszeitpunkt am Stop-Loss-Kündigungstag eintritt, den darauf folgenden Handelstag;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelsschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag in Höhe des Briefkurses des Rohstoffs, der auf der in der Definition des Rohstoffs in den maßgeblichen Endgültigen Bedingungen genannten Reuters-Seite zum Bewertungszeitpunkt am Kündigungstag der Emittentin veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem

der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Handelspreises des Rohstoffs sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) Ausübung. Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.
- (b) Stop-Loss-Ereignis. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) Kündigungsrecht der Emittentin. Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der

Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.

- (d) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:
- (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;

- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tötigung von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und
- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.

- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Es erfolgt keine Bekanntgabe bzw. Veröffentlichung des Preises des Rohstoffs (oder der zur Ermittlung dieses Preises benötigten Informationen) durch die Börse, oder der vorgenannte Preis wird vorübergehend oder dauerhaft nicht mehr von der Börse bereitgestellt bzw. ist von dort nicht mehr abrufbar; oder
- (b) Aussetzung des Handels. Es erfolgt eine wesentliche Aussetzung des Handels an der Börse oder an einer Zugehörigen Börse; oder

- (c) Wegfall des Preises. An der Börse wird der Handel in dem Rohstoff nicht aufgenommen bzw. dauerhaft eingestellt; oder
- (d) Wesentliche Änderung der Formel. Seit dem Emissionstag ist eine wesentliche Änderung bei der zur Berechnung des Preises des Rohstoffs verwendeten Grundlage (u.a. einschließlich der Menge, Qualität oder Währung) bzw. Methodik eingetreten; oder
- (e) Wesentliche Änderung der Beschaffenheit. Seit dem Emissionstag ist eine wesentliche Änderung der Beschaffenheit bzw. Zusammensetzung des Rohstoffs eingetreten; oder
- (f) Mindesthandelsvolumen. Aufgrund der Anzahl der an der Börse gehandelten Kontrakte auf den Rohstoff erklärt die Emittentin die Beeinträchtigung ihrer Fähigkeit zur Tätigkeit von Absicherungsgeschäften auf den Rohstoff, da das Handelsvolumen in dem Rohstoff an der Börse auf Null oder wesentlich gesunken ist; oder
- (g) Steuerbezogene Störung. Die Erhebung, Änderung oder Abschaffung von Aufwand-, Förder-, Umsatz-, Verbrauch-, Mehrwert-, Verkehrs-, Stempel- bzw. Urkundenstempel-, Eintragungs- oder ähnlicher Steuern, die auf den Rohstoff erhoben bzw. auf dessen Grundlage berechnet werden (mit Ausnahme von Steuern, die auf die Brutto- oder Nettogesamterträge erhoben bzw. auf deren Grundlage berechnet werden), durch eine staatliche oder Steuerbehörde nach dem Emissionstag, sofern eine solche Erhebung, Änderung oder Abschaffung unmittelbare Preissteigerungen bzw. -verluste bei dem Rohstoff an dem Bewertungstag und/oder an jedem der drei auf den Bewertungstag folgenden Handelstage und/oder während des Stop-Loss-Kündigungsbewertungszeitraums gegenüber dem Preisniveau zur Folge hat, das der Rohstoff ohne die vorgenannte Steuererhebung, Steueränderung oder Steuerabschaffung gehabt hätte; oder
- (h) Handelsbeschränkung. Die wesentliche Beschränkung des Handels in dem Rohstoff an einer Börse oder in einem Haupthandelsmarkt in Bezug auf den Rohstoff oder die darauf bestehenden Kontrakte; oder
- (i) Moratorium. In dem Land, in dem sich die Börse oder eine Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder
- (j) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF WÄHRUNGEN

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Endgültiger Referenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Stop-Loss-Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen und auf die nächsten zwei Dezimalstellen zu runden (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen

Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen der Währung des Finanzierungslevel bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlagsatz**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Wechselkurs**“ bezeichnet den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Geschäftstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen in den maßgeblichen Endgültigen Bedingungen bezeichneten Betrag oder, wenn der Endgültige Referenzpreis nicht auf die vorstehend beschriebene Art und Weise bezeichnet ist, einen Betrag in Höhe des Geldkurses des Referenzwechsellkurses, der auf der Reuters-Seite EUROFX/1 zum Bewertungszeitpunkt am Bewertungstag veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Preis festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Geldkurses des Referenzwechsellkurses an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Handelspreis des Referenzwechsellkurses sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) der Geltende Zinssatz für die Währung des Finanzierungslevel zuzüglich der Aktuellen Finanzierungsmarge abzüglich des Geltenden Satzes für die Abrechnungswährung (oder die Referenzwährung, sofern diese bestimmt ist); multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360.

Die Finanzierungskosten können negativ sein;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Tag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Tagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Tagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt ver-

öffentlichem Handelspreis des Referenzwechsellkurses sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Geltender Zinssatz**“ bezeichnet den von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Satz für Tagesgeldeinlagen oder für Einlagen mit einer Laufzeit von einem Monat, die im Interbankenmarkt in der Währung des Finanzierungslevel oder der Abrechnungswährung (bzw. der Referenzwährung, sofern diese in der betreffenden Serie in den maßgeblichen Endgültigen Bedingungen bestimmt ist) getätigt werden (wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt);

„**Maßgebliche Anzahl von Tagen**“ bezeichnet gegebenenfalls die Anzahl von Tagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den

maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Long Zertifikate auf Währungen, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der niedrigste Referenzwechsellkurs, wie auf der in den maßgeblichen Endgültigen Bedingungen angegebenen Reuters-Seite veröffentlicht, zu einem beliebigen Zeitpunkt an einem Tag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese unterschreitet. Ist ein solcher niedrigster Kurs nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel am aktuellen Anpassungstag; zuzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags am aktuellen Anpassungstag.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Tag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der einem angemessenen Marktpreis des Referenzwechselkurses entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Kurse des Referenzwechselkurses während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den Stop-Loss-Kündigungstag oder, falls dieser auf einen Samstag oder Sonntag fällt oder, falls das Stop-Loss-Ereignis zu dem Bewertungszeitpunkt am Stop-Loss-Kündigungstag eintritt, den darauf folgenden Geschäftstag;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem Zeitpunkt ein, zu dem Devisenhändler in den Währungen des Referenzwechselkurses den Handel beenden (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Tage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag, der in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder, wenn der Kündigungsreferenzpreis nicht auf die vorstehend beschriebene Art und Weise angegeben ist, einen Betrag in Höhe des Geldkurses des Referenzwechselkurses, der auf der Reuters-Seite EUROFX/1 zum Bewertungszeitpunkt am Kündigungstag der Emittentin veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Referenzwährung**“ bezeichnet die als solche in den maßgeblichen Endgültigen Bedingungen angegebene Währung. Ist keine solche Währung angegeben, so findet dieser Begriff keine Anwendung;

„**Referenzwechselkurs**“ bezeichnet den als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Kurs;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von

Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Tagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Handelspreises des Referenzwechselkurses sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) Ausübung. Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.
- (b) Stop-Loss-Ereignis. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) Kündigungsrecht der Emittentin. Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden

Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:

- (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder

der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tötigung von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Die Einholung des Referenzwechsellkurses an dem Bewertungstag, dem Kündigungstag der Emittentin oder dem Stop-Loss-Kündigungsbewertungstag im Interbankenmarkt wird unmöglich; oder
- (b) Verzug Staatlicher Stellen. In Bezug auf Wertpapiere oder Geldverbindlichkeiten, die durch eine Staatliche Stelle begeben, garantiert bzw. eingegangen wurden, tritt ein Verzug, ein Kündigungsgrund oder ein sonstiger vergleichbarer Umstand bzw. ein sonstiges vergleichbares Ereignis gleich welcher Art ein, u.a. einschließlich (i) einer nicht fristgerecht geleisteten Zahlung von fälligen Kapitalbeträgen, Zinsen oder sonstigen Beträgen in voller Höhe (ohne Berücksichtigung etwaiger Nachfristen) auf solche Wertpapiere, Geldverbindlichkeiten oder Garantien, (ii) eines verhängten bzw. erklärten Moratoriums, Stillhaltezeitraums, Verzichts oder einer erklärten Stundung, Nichtanerkennung oder Umschuldung von fälligen Kapitalbeträgen, Zinsen oder sonstigen Beträgen auf solche Wertpapiere, Geldverbindlichkeiten oder Garantien oder (iii) der Ergänzung oder Änderung der Zahlungsbedingungen für fällige Kapitalbeträge, Zinsen oder sonstige Beträge auf solche Wertpapiere,

Geldverbindlichkeiten oder Garantien ohne die Zustimmung sämtlicher Gläubiger einer solchen Verbindlichkeit. Die Feststellung, ob ein Verzug, ein Kündigungsgrund oder ein sonstiger vergleichbarer Umstand bzw. ein sonstiges vergleichbares Ereignis vorliegt bzw. eingetreten ist, ist ohne Rücksicht auf eine fehlende bzw. angeblich fehlende Befugnis oder Fähigkeit der betreffenden Staatlichen Stelle zu treffen, solche Wertpapiere, Geldverbindlichkeiten oder Garantien zu begeben, einzugehen bzw. zu übernehmen; oder

- (c) Fehlende Konvertierbarkeit/Übertragbarkeit. Es tritt ein Ereignis ein, das es allgemein unmöglich werden lässt, (i) die Währungen des Referenzwechelkurses auf eine übliche gesetzlich zulässige Weise der Konvertierung im Hauptfinanzzentrum der Währung des Finanzierungslevel umzutauschen, oder (ii) Beträge in der Währung des Finanzierungslevel von Konten in dem Land, in dem sich das Hauptfinanzzentrum der Währung des Finanzierungslevel befindet, auf Konten zu überweisen, die außerhalb dieses Landes geführt werden, zwischen Konten innerhalb dieses Landes oder an eine Partei zu überweisen, die in diesem Land nicht ansässig ist; oder
- (d) Verstaatlichung. Eine Staatliche Stelle nimmt eine Enteignung, Einziehung, Beschlagnahme oder Verstaatlichung vor oder ergreift eine sonstige Maßnahme, infolge derer der Emittentin (oder einem ihrer verbundenen Unternehmen) in dem Land, in dem sich das Hauptfinanzzentrum der Währung des Finanzierungslevel befindet, sämtliche Vermögenswerte oder ein wesentlicher Teil davon entzogen werden; oder
- (e) Illiquidität. Es ist nicht möglich, einen festen Kurs des Referenzwechelkurses oder der Währung des Finanzierungslevel für einen Betrag einzuholen, den die Emittentin zur Erfüllung ihrer Verbindlichkeiten aus den Wertpapieren für erforderlich hält; oder
- (f) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

In diesem Zusammenhang bezeichnet „**Staatliche Stelle**“ alle *de facto* oder *de iure* staatlichen Stellen (einschließlich der dazu gehörenden Behörden oder Organe, Gerichte, rechtsprechenden, verwaltungsbehördlichen oder sonstigen staatlichen Stellen) und alle sonstigen (privatrechtlichen oder öffentlich-rechtlichen) Personen (einschließlich der jeweiligen Zentralbank), die mit Aufsichtsfunktionen über die Finanzmärkte in dem Land betraut sind, in der sich das Hauptfinanzzentrum einer der Währungen des Referenzwechelkurses befindet.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen

Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF WÄHRUNGEN

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Aktueller Finanzierungslevel – Endgültiger Referenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Aktueller Finanzierungslevel – Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Aktueller Finanzierungslevel – Stop-Loss-Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen und auf die nächsten zwei Dezimalstellen zu runden (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen

Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen der Währung des Finanzierungslevel bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlagsatz**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Wechselkurs**“ bezeichnet den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Geschäftstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen in den maßgeblichen Endgültigen Bedingungen bezeichneten Betrag oder, wenn der Endgültige Referenzpreis nicht auf die vorstehend beschriebene Art und Weise bezeichnet ist, einen Betrag in Höhe des Briefkurses des Referenzwechsellkurses, der auf der Reuters-Seite EUROFX/1 zum Bewertungszeitpunkt am Bewertungstag veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Preis festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Briefkurses des Referenzwechsellkurses an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Handelspreis des Referenzwechsellkurses sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) der Geltende Zinssatz für die Währung des Finanzierungslevel abzüglich der Aktuellen Finanzierungsmarge abzüglich des Geltenden Satzes für die Abrechnungswährung (oder die Referenzwährung, sofern diese bestimmt ist); multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360.

Die Finanzierungskosten können negativ sein;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Tag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Tagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Tagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt

veröffentlichten Handelspreises des Referenzwechselkurses sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Geltender Zinssatz**“ bezeichnet den von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Satz für Tagesgeldeinlagen oder für Einlagen mit einer Laufzeit von einem Monat, die im Interbankenmarkt in der Währung des Finanzierungslevel oder der Abrechnungswährung (bzw. der Referenzwährung, sofern diese in der betreffenden Serie in den maßgeblichen Endgültigen Bedingungen bestimmt ist) getätigt werden (wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt);

„**Maßgebliche Anzahl von Tagen**“ bezeichnet gegebenenfalls die Anzahl von Tagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den

maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Short Zertifikate auf Währungen, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der höchste Referenzwechsellkurs, wie auf der in den maßgeblichen Endgültigen Bedingungen angegebenen Reuters-Seite veröffentlicht, zu einem beliebigen Zeitpunkt an einem Tag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese überschreitet. Ist ein solcher höchster Kurs nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel am aktuellen Anpassungstag; abzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags am aktuellen Anpassungstag.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Tag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produkt-

bedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der einem angemessenen Marktpreis des Referenzwechsellkurses entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Kurse des Referenzwechsellkurses während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den Stop-Loss-Kündigungstag oder, falls dieser auf einen Samstag oder Sonntag fällt oder, falls das Stop-Loss-Ereignis zu dem Bewertungszeitpunkt am Stop-Loss-Kündigungstag eintritt, den darauf folgenden Geschäftstag;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem Zeitpunkt ein, zu dem Devisenhändler in den Währungen des Referenzwechsellkurses den Handel beenden (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Tage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungreferenzpreis**“ bezeichnet den Betrag, der in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder, wenn der Kündigungreferenzpreis nicht auf die vorstehend beschriebene Art und Weise angegeben ist, einen Betrag in Höhe des Briefkurses des Referenzwechsellkurses, der auf der Reuters-Seite EUROFX/1 zum Bewertungszeitpunkt am Kündigungstag der Emittentin veröffentlicht wird, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Referenzwährung**“ bezeichnet die als solche in den maßgeblichen Endgültigen Bedingungen angegebene Währung. Ist keine solche Währung angegeben, so findet dieser Begriff keine Anwendung;

„**Referenzwechsellkurs**“ bezeichnet den als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Kurs;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt

der letzte Tag der Maßgeblichen Anzahl von Tagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Handelspreises des Referenzwechsellkurses sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) **Ausübung.** Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.
- (b) **Stop-Loss-Ereignis.** Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) **Kündigungsrecht der Emittentin.** Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) **Barausgleich.** Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungs-

gemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:

- (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder-

oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tätigkeit von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenderivativhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Die Einholung des Referenzwechsellkurses an dem Bewertungstag, dem Kündigungstag der Emittentin oder dem Stop-Loss-Kündigungsbewertungstag im Interbankenmarkt wird unmöglich; oder
- (b) Verzug Staatlicher Stellen. In Bezug auf Wertpapiere oder Geldverbindlichkeiten, die durch eine Staatliche Stelle begeben, garantiert bzw. eingegangen wurden, tritt ein Verzug, ein Kündigungsgrund oder ein sonstiger vergleichbarer Umstand bzw. ein sonstiges vergleichbares Ereignis gleich welcher Art ein, u.a. einschließlich (i) einer nicht fristgerecht geleisteten Zahlung von fälligen Kapitalbeträgen, Zinsen oder sonstigen Beträgen in voller Höhe (ohne Berücksichtigung etwaiger Nachfristen) auf solche Wertpapiere, Geldverbindlichkeiten oder Garantien, (ii) eines verhängten bzw. erklärten Moratoriums, Stillhaltezeitraums, Verzichts oder einer erklärten Stundung, Nichtanerkennung oder Umschuldung von fälligen Kapitalbeträgen, Zinsen oder sonstigen Beträgen auf solche Wertpapiere, Geldverbindlichkeiten oder Garantien, oder (iii) der Ergänzung oder Änderung der Zahlungsbedingungen für fällige Kapitalbeträge, Zinsen oder sonstige Beträge auf solche Wertpapiere, Geldverbindlichkeiten oder Garantien ohne die Zustimmung sämtlicher Gläubiger einer solchen Verbindlichkeit. Die

Feststellung, ob ein Verzug, ein Kündigungsgrund oder ein sonstiger vergleichbarer Umstand bzw. ein sonstiges vergleichbares Ereignis vorliegt bzw. eingetreten ist, ist ohne Rücksicht auf eine fehlende bzw. angeblich fehlende Befugnis oder Fähigkeit der betreffenden Staatlichen Stelle zu treffen, solche Wertpapiere, Geldverbindlichkeiten oder Garantien zu begeben, einzugehen bzw. zu übernehmen; oder

- (c) Fehlende Konvertierbarkeit/Übertragbarkeit. Es tritt ein Ereignis ein, das es allgemein unmöglich werden lässt, (i) die Währungen des Referenzwechselkurses auf eine übliche gesetzlich zulässige Weise der Konvertierung im Hauptfinanzzentrum der Währung des Finanzierungslevel umzutauschen, oder (ii) Beträge in der Währung des Finanzierungslevel von Konten in dem Land, in dem sich das Hauptfinanzzentrum der Währung des Finanzierungslevel befindet, auf Konten zu überweisen, die außerhalb dieses Landes geführt werden, zwischen Konten innerhalb dieses Landes oder an eine Partei zu überweisen, die in diesem Land nicht ansässig ist; oder
- (d) Verstaatlichung. Eine Staatliche Stelle nimmt eine Enteignung, Einziehung, Beschlagnahme oder Verstaatlichung vor oder ergreift eine sonstige Maßnahme, infolge derer der Emittentin (oder einem ihrer verbundenen Unternehmen) in dem Land, in dem sich das Hauptfinanzzentrum der Währung des Finanzierungslevel befindet, sämtliche Vermögenswerte oder ein wesentlicher Teil davon entzogen werden; oder
- (e) Illiquidität. Es ist nicht möglich, einen festen Kurs des Referenzwechselkurses oder der Währung des Finanzierungslevel für einen Betrag einzuholen, den die Emittentin zur Erfüllung ihrer Verbindlichkeiten aus den Wertpapieren für erforderlich hält; oder
- (f) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

In diesem Zusammenhang bezeichnet „**Staatliche Stelle**“ alle *de facto* oder *de iure* staatlichen Stellen (einschließlich der dazu gehörenden Behörden oder Organe, Gerichte, rechtsprechenden, verwaltungsbehördlichen oder sonstigen staatlichen Stellen) und alle sonstigen (privatrechtlichen oder öffentlich-rechtlichen) Personen (einschließlich der jeweiligen Zentralbank), die mit Aufsichtsfunktionen über die Finanzmärkte in dem Land betraut sind, in der sich das Hauptfinanzzentrum einer der Währungen des Referenzwechselkurses befindet.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die

Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF EINZELAKTIEN

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Endgültiger Referenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Stop-Loss-Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen, sofern in den maßgeblichen Endgültigen Bedingungen angegeben, wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten; und abzüglich
- (c) der Rechnerischen Dividendenbeträge.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen der Aktien bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-

Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Geschäftstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag in Höhe des Kurses der Aktie an der Börse zum Bewertungszeitpunkt am Bewertungstag, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Preis festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Kurses der Aktie an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Kurs der Aktien an der Börse sowie alle

sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) der Geltende Zinssatz zuzüglich der Aktuellen Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre) vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der

Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Kündigungsreferenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses der Aktien sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Rechnerischer Dividendenbetrag**“ bezeichnet, sofern „Rechnerischer Dividendenbetrag“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet wird, einen von der Berechnungsstelle ermittelten Betrag in Höhe der auf die Aktie gezahlten Bardividenden und/oder sonstigen Barausschüttungen, deren Ex-Dividendtag in den Rechnerischen Dividendenzeitraum fällt, abzüglich aller geltenden Quellensteuern zu einem Steuersatz, der unter Zugrundelegung des anwendbaren Steuerabkommens mit den Niederlanden ohne Berücksichtigung etwaiger Steuergutschriften angepasst wird, sowie abzüglich sämtlicher Kosten;

„**Rechnerischer Dividendenzeitraum**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, jeden Zeitraum, der am Emissionstag (ausschließlich) beginnt und (je nachdem, welches der frühere Termin ist) am nächstfolgenden Anpassungstag, Kündigungstag der Emittentin oder Stop-Loss-Kündigungstag (einschließlich) endet, und danach jeden Zeitraum, der am Anpassungstag (ausschließlich) beginnt und (je nachdem, welches der frühere Termin ist) am nächstfolgenden Anpassungstag, Kündigungstag der Emittentin bzw. Stop-Loss-Kündigungstag (einschließlich) endet;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Geltender Zinssatz**“ bezeichnet den von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Satz für Tagesgeldeinlagen oder für Einlagen mit einer Laufzeit von einem Monat, die im Interbankenmarkt in der Währung des Finanzierungslevel getätigt werden (wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt);

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf die Aktie gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, (b) im Fall der Ausschüttung einer Dividende an die bestehenden Inhaber der betreffenden Aktien den Tag, an dem die betreffenden Aktien an der Börse oder einer sonstigen Börse, an der die Aktien notiert sind, erstmals ex Dividende notiert werden, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (c) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Long Zertifikate auf Einzelaktien, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen n angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktie**“ bezeichnet die Aktie (mit Ausnahme von Aktien der Emittentin und anderer Tochtergesellschaften der ABN AMRO Holding N.V. oder der Emittentin), die in den maßgeblichen Endgültigen Bedingungen als solche angegeben ist, vorbehaltlich der Produktbedingung 3, und der Begriff „**Aktien**“ ist entsprechend zu verstehen;

„**Aktiengesellschaft**“ bezeichnet die Aktiengesellschaft, die in den maßgeblichen Endgültigen Bedingungen als solche angegeben ist, vorbehaltlich der Produktbedingung 3;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der Kurs der Aktie an der Börse zu einem beliebigen Zeitpunkt an einem Handelstag, an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese unterschreitet. Ist ein solcher Kurs nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Stop-Loss-Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel am aktuellen Stop-Loss-Anpassungstag; zuzüglich
- (b) des Aktuelle Stop-Loss-Aufschlags am aktuellen Stop-Loss-Anpassungstag.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Anpassungstag**“ bezeichnet (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Stop-Loss-Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, (b) im Fall der Ausschüttung einer Dividende an die bestehenden Inhaber der betreffenden Aktien den Tag, an dem die betreffenden Aktien an der Börse oder einer sonstigen Börse, an der die Aktien notiert sind, erstmals ex Dividende notiert werden, wobei der Stop-Loss-Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (c) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag, der einem angemessenen Marktpreis der Aktie entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Kurse der Aktie an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den letzten Handelstag im Stop-Loss-Kündigungsbewertungszeitraum;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelsschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag in Höhe des Kurses der Aktie zum Bewertungszeitpunkt am Kündigungstag der Emittentin, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses der Aktie

an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Handelsschluss an der betreffenden Börse in Bezug auf eine Aktie oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN

- (a) **Ausübung.** Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.
- (b) **Stop-Loss-Ereignis.** Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) **Kündigungsrecht der Emittentin.** Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) **Barausgleich.** Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:

- (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.

Mit dem Kauf von Wertpapieren erwerben die Inhaber dieser Wertpapiere keinerlei Rechte, die mit den Aktien verbunden sind (sei es in Bezug auf Stimmrechte, Ausschüttungen oder anderweitige Rechte).

- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder

der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tötigung von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

- (a) Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen.

Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (i) An einem Handelstag wird der Handel in den nachfolgend genannten Werten während der letzten Stunde vor dem offiziellen Handelsschluss an der Börse oder einer Zugehörigen Börse ausgesetzt oder beschränkt oder sind die Marktteilnehmer allgemein (aufgrund von Kursbewegungen, durch die die von der betreffenden Börse oder anderweitig gesetzten Obergrenzen erreicht oder überschritten werden) nicht mehr oder nur noch eingeschränkt in der Lage, Geschäfte in den folgenden Werten vorzunehmen: (A) den Aktien an der Börse oder einer anderen Börse, an der die Aktien notiert sind; oder (B) auf die Aktie bezogenen Options- oder Terminkontrakten oder sonstigen Derivatkontrakten an einer Zugehörigen Börse, wenn es sich nach Feststellung durch die Berechnungsstelle um eine wesentliche Aussetzung oder Beschränkung handelt; oder

- (ii) in dem Land, in dem sich die Börse oder eine Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt.

Eine Beschränkung der Handelszeiten und der Anzahl der Handelstage gilt für die Zwecke dieser Definition nicht als Marktstörung, wenn sie Folge einer angekündigten Änderung der regulären Geschäftszeiten der Börse oder einer Zugehörigen Börse ist, wohingegen eine Beschränkung des Handels, die im Laufe des Tages aufgrund von Kursbewegungen auferlegt wird, die anderenfalls dazu geführt hätten, dass die von der Börse oder einer Zugehörigen Börse gesetzten Obergrenzen überschritten worden wären, nach Feststellung durch die Berechnungsstelle eine Marktstörung darstellen kann.

- (b) **Potenzielle Anpassungsereignisse.** Nach Erklärung der Bedingungen eines Potenziellen Anpassungsereignisses durch die Aktiengesellschaft legt die Berechnungsstelle fest, ob ein solches Potenzielles Anpassungsereignis eine Verwässerung oder Konzentration des rechnerischen Werts der Aktie zur Folge haben wird. Ist dies der Fall, so wird die Berechnungsstelle:

- (i) gegebenenfalls einzelne oder mehrere Bedingungen entsprechend anpassen, wie dies nach ihrer Auffassung zweckmäßig ist, um einer solchen Verwässerung oder Konzentration Rechnung zu tragen; und
- (ii) den Tag des Inkrafttretens einer solchen Anpassung festlegen.

Die Berechnungsstelle ist berechtigt, aber nicht verpflichtet, die Anpassung unter Zugrundelegung der Anpassung vorzunehmen, die eine Optionsbörse im Zusammenhang mit dem betreffenden Potenziellen Anpassungsereignis bei Optionen auf die Aktien vorgenommen hat, die an dieser Optionsbörse gehandelt werden. Die Vornahme einer solchen Anpassung hat die Berechnungsstelle den Inhabern unter Nennung der Anpassung und kurzer Darstellung des Potenziellen Anpassungsereignisses gemäß der Allgemeinen Bedingung 4 mitzuteilen.

Ein „**Potenzielles Anpassungsereignis**“ bezeichnet einen der nachstehend aufgeführten Fälle: (i) eine Teilung, Zusammenlegung oder Gattungsänderung der betreffenden Aktien (sofern es sich nicht um ein Fusionsereignis handelt) oder eine freie Ausschüttung oder Dividende in Form der betreffenden Aktien an die bestehenden Aktionäre durch die Ausgabe von Gratisaktien, im Zusammenhang mit einer Kapitalisierung, Rekapitalisierung oder einer ähnlichen Emission; (ii) eine Ausschüttung oder Dividende an die bestehenden Inhaber der betreffenden Aktien in Form (A) der betreffenden Aktien, oder (B) von sonstigem Aktienkapital oder sonstigen Wertpapieren, die das Recht auf Zahlung von Dividenden und/oder Erlösen

aus der Liquidation der Aktiengesellschaft gewähren und solchen Zahlungen an die Inhaber der betreffenden Aktien entsprechen oder anteilig dazu geleistet werden, oder (C) von sonstigen Wertpapieren, Rechten oder Optionen oder sonstigen Vermögenswerten, und zwar jeweils gegen die Leistung einer Zahlung (in bar oder in sonstiger Weise) in einer Höhe, die unter dem geltenden Marktpreis liegt, wie von der Berechnungsstelle festgestellt; (iii) eine außerordentliche Dividende; (iv) eine Ausschüttung von Bardividenden auf die Aktien, die mindestens 8 Prozent p.a. des jeweiligen Marktwerts der Aktien entspricht; (v) ein Rückkauf/eine Kaufoption der Aktiengesellschaft in Bezug auf die betreffenden, noch nicht in voller Höhe eingezahlten Aktien; (vi) ein Rückkauf der betreffenden Aktien durch die Aktiengesellschaft (sei es aus Gewinnen oder aus der Rücklage) unabhängig davon, ob die Gegenleistung für einen solchen Rückkauf in bar, in Wertpapieren oder in sonstiger Form erfolgt; oder (vii) ein vergleichbares Ereignis, das eine Verwässerung oder Konzentration des rechnerischen Werts der betreffenden Aktien zur Folge haben kann.

- (c) Einstellung der Börsennotierung, Fusionsereignis, Verstaatlichung und Insolvenz. Wird die Börsennotierung der Aktiengesellschaft eingestellt oder tritt ein Fusionsereignis, eine Verstaatlichung oder Insolvenz in Bezug auf die Aktiengesellschaft ein, so kann die Emittentin nach ihrem billigen Ermessen die in den nachfolgenden Absätzen (i), (ii) und (iii) beschriebenen Maßnahmen ergreifen:
- (i) die Berechnungsstelle auffordern, nach ihrem billigen Ermessen die geeignete Anpassung zu bestimmen, die gegebenenfalls in den sonstigen Bestimmungen dieser Bedingungen vorzunehmen ist, um der Einstellung der Börsennotierung, dem Fusionsereignis, der Verstaatlichung bzw. der Insolvenz Rechnung zu tragen, und den Tag des Inkrafttretens einer solchen Anpassung festzulegen. Die Berechnungsstelle ist berechtigt, aber nicht verpflichtet, die geeignete Anpassung unter Zugrundelegung der Anpassung vorzunehmen, die eine Zugehörige Börse in Bezug auf die Einstellung der Börsennotierung, das Fusionsereignis, die Verstaatlichung oder die Insolvenz bei an dieser Zugehörigen Börse gehandelten Options- oder Terminkontrakten bzw. sonstigen Derivatkontrakten auf die Aktien vorgenommen hat; oder
 - (ii) die Wertpapiere durch eine Mitteilung an die Inhaber gemäß der Allgemeinen Bedingung 4 für ungültig erklären. Sollen die Wertpapiere für ungültig erklärt werden, so wird die Emittentin jedem Inhaber für jedes von ihm gehaltene Wertpapier einen Betrag in Höhe des angemessenen Marktwerts des Wert-

papiers (gegebenenfalls unter Berücksichtigung der Einstellung der Börsennotierung, des Fusionsereignisses, der Verstaatlichung oder der Insolvenz) an dem für die Ungültigerklärung vorgesehenen, von der Emittentin nach ihrem billigen Ermessen festgesetzten Tag zahlen, in dem etwaige Verluste, Auslagen und Kosten in voller Höhe berücksichtigt sind, die der Emittentin und/oder einem verbundenen Unternehmen der Emittentin bei der Rückabwicklung bzw. Anpassung sämtlicher zugrunde liegender oder zusammenhängender Absicherungsgeschäfte entstanden sind, u.a. einschließlich sämtlicher Aktienoptionen oder des Verkaufs oder der anderweitigen Verwertung von Aktien oder sonstigen Instrumenten jeglicher Art, die die Emittentin und/oder eines ihrer verbundenen Unternehmen als Bestandteil solcher Absicherungsgeschäfte hält), wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen festgestellt. Die Zahlung an die Inhaber erfolgt auf die gemäß der Allgemeinen Bedingung 4 mitgeteilte Art und Weise; oder

- (iii) nach einer Anpassung der Abwicklungsbedingungen von an einer Zugehörigen Börse gehandelten Options- oder Terminkontrakten oder sonstigen Derivatkontrakten auf die Aktien die Berechnungsstelle auffordern, eine entsprechende Anpassung in den sonstigen Bestimmungen dieser Bedingungen mit Wirkung zu dem Termin vorzunehmen, der von der Berechnungsstelle als Tag des Inkrafttretens der entsprechenden von der Zugehörigen Börse vorgenommenen Anpassung bestimmt wird. Werden Options- oder Terminkontrakte oder sonstige Derivatkontrakte auf die Aktien nicht an der Zugehörigen Börse gehandelt, nimmt die Berechnungsstelle gegebenenfalls die betreffende Anpassung der sonstigen Bestimmungen dieser Bedingungen vor, die von der Berechnungsstelle nach ihrem billigen Ermessen als angemessen erachtet wird, wobei die von der Zugehörigen Börse gegebenenfalls festgesetzten Regeln und Verfahren Berücksichtigung finden, um der Einstellung der Börsennotierung, dem Fusionsereignis, der Verstaatlichung oder der Insolvenz Rechnung zu tragen, die nach Auffassung der Berechnungsstelle Anlass zu einer Anpassung durch die Zugehörige Börse gegeben hätten, wenn solche Options- oder Terminkontrakte oder sonstige Derivatkontrakte an der Zugehörigen Börse gehandelt würden.

Bei Einstellung der Börsennotierung, Eintritt eines Fusionsereignisses, einer Verstaatlichung oder Insolvenz hat die Berechnungsstelle die Inhaber gemäß der Allgemeinen Bedingung 4 über die Einstellung der Börsennotierung, den Eintritt

eines Fusionsereignisses, der Verstaatlichung oder der Insolvenz und die diesbezüglich vorgesehenen Maßnahmen zu benachrichtigen.

„**Einstellung der Börsennotierung**“ bedeutet, dass die Börsennotierung einer Aktie aus irgendeinem Grund eingestellt wird oder dass ihre Notierung an der Börse oder an sonstigen Börsen, an denen die Aktien notiert sind, ausgesetzt wird (und dass eine solche Einstellung oder Aussetzung der Börsennotierung andauert und diese Aktie nicht später an einer bzw. in einem anderen für die Emittentin annehmbaren Börsen oder Kursnotierungssystem notiert wird).

„**Fusionstag**“ bezeichnet den Tag, an dem sich sämtliche Inhaber der Aktien der Aktiengesellschaft (mit Ausnahme der Aktien, die im Rahmen eines Übernahmeangebots von dem Bieter gehalten oder kontrolliert werden) zur Übertragung ihrer Aktien verpflichtet haben oder unwiderruflich hierzu verpflichtet worden sind.

„**Fusionsereignis**“ bezeichnet (i) eine Gattungsänderung oder Änderung der Aktien einer Aktiengesellschaft, die zu einer Übertragung oder einer unwiderruflichen Verpflichtung zur Übertragung aller im Umlauf befindlicher Aktien dieser Aktiengesellschaft führt; (ii) einen Zusammenschluss, eine Verschmelzung oder eine Fusion einer Aktiengesellschaft mit einem anderen Rechtsträger bzw. auf einen anderen Rechtsträger (mit Ausnahme von Zusammenschlüssen, Verschmelzungen oder Fusionen, bei denen die betreffende Aktiengesellschaft fortbesteht und die keine solche Gattungsänderung oder Änderung bei sämtlichen im Umlauf befindlichen Aktien der Aktiengesellschaft zur Folge haben); oder (iii) ein sonstiges Übernahmeangebot für die Aktien einer Aktiengesellschaft, das eine Übertragung oder eine unwiderrufliche Verpflichtung zur Übertragung der Aktien einer Aktiengesellschaft zur Folge hat (mit Ausnahme der Aktien, die von dem Bieter gehalten oder kontrolliert werden); das Vorstehende gilt jeweils für den Fall, dass der Fusionstag spätestens auf den Bewertungstag, den Kündigungstag der Emittentin oder den Stop-Loss-Kündigungsbewertungstag fällt.

„**Verstaatlichung**“ bedeutet, dass sämtliche Aktien einer Aktiengesellschaft bzw. das gesamte oder ein wesentlicher Teil des Vermögens einer Aktiengesellschaft verstaatlicht oder enteignet wird oder anderweitig an staatliche Stellen, Behörden oder Einrichtungen übertragen werden müssen.

„**Insolvenz**“ bedeutet, dass aufgrund der freiwilligen oder zwangsweisen Abwicklung oder Insolvenz oder des freiwilligen oder zwangsweisen Konkurses oder eines vergleichbaren Verfahrens in Bezug auf die Aktiengesellschaft, (i) sämtliche Aktien an einen Insolvenzverwalter, Treuhänder, Abwickler oder einen sonstigen vergleich-

baren Amtsträger übertragen werden müssen oder (ii) den Inhabern der Aktien dieser Aktiengesellschaft deren Übertragung gesetzlich verboten ist.

- (d) Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF EINZELAKTIEN

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Aktueller Finanzierungslevel – Endgültiger Referenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Aktueller Finanzierungslevel – Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Aktueller Finanzierungslevel – Stop-Loss-Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen, sofern in den maßgeblichen Endgültigen Bedingungen angegeben, wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten; und abzüglich
- (c) der Rechnerischen Dividendenbeträge.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen der Aktien bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-

Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Geschäftstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag in Höhe des Kurses der Aktie an der Börse zum Bewertungszeitpunkt am Bewertungstag, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Preis festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Kurses der Aktie an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Kurs der Aktien an der Börse sowie alle

sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) der Geltende Zinssatz abzüglich der Aktuellen Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360.

Die Finanzierungskosten können negativ sein;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In

diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses der Aktien sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Rechnerischer Dividendenbetrag**“ bezeichnet, sofern „Rechnerischer Dividendenbetrag“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet wird, einen von der Berechnungsstelle ermittelten Betrag in Höhe der auf die Aktie gezahlten Bardividenden und/oder sonstigen Barausschüttungen, deren Ex-Dividendtag in den Rechnerischen Dividendenzeitraum fällt, ohne Berücksichtigung etwaiger Quellensteuern oder sonstiger Abzüge, multipliziert mit dem geltenden Dividendenprozentsatz, der nach marktüblichen Aktienleihverträgen zahlbar ist und von der Berechnungsstelle nach ihrem billigen Ermessen festgesetzt wird;

„**Rechnerischer Dividendenzeitraum**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, jeden Zeitraum, der am Emissionstag (ausschließlich) beginnt und (je nachdem, welches der frühere Termin ist) am nächstfolgenden Anpassungstag, Kündigungstag der Emittentin oder Stop-Loss-Kündigungstag (einschließlich) endet, und danach jeden Zeitraum, der am Anpassungstag (ausschließlich) beginnt und (je nachdem, welches der frühere Termin ist) am nächstfolgenden Anpassungstag, Kündigungstag der Emittentin bzw. Stop-Loss-Kündigungstag (einschließlich) endet;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Geltender Zinssatz**“ bezeichnet den von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Satz für Tagesgeldeinlagen oder für Einlagen mit einer Laufzeit von einem Monat, die im Interbankenmarkt in der Währung des Finanzierungslevel getätigt werden (wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt);

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf die Aktie gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, (b) im Fall der Ausschüttung einer Dividende an die bestehenden Inhaber der betreffenden Aktien den Tag, an dem die betreffenden Aktien an der Börse oder einer sonstigen Börse, an der die Aktien notiert sind, erstmals ex Dividende notiert werden, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (c) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Short Zertifikate auf Einzelaktien, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktie**“ bezeichnet die Aktie (mit Ausnahme von Aktien der Emittentin und anderer Tochtergesellschaften der ABN AMRO Holding N.V. oder der Emittentin), die in den maßgeblichen Endgültigen Bedingungen als solche angegeben ist, vorbehaltlich der Produktbedingung 3, und der Begriff „**Aktien**“ ist entsprechend zu verstehen;

„**Aktiengesellschaft**“ bezeichnet die Aktiengesellschaft, die in den maßgeblichen Endgültigen Bedingungen als solche angegeben ist, vorbehaltlich der Produktbedingung 3;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der Kurs der Aktie an der Börse zu einem beliebigen Zeitpunkt an einem Handelstag, an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese überschreitet. Ist ein solcher Kurs nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Stop-Loss-Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel am aktuellen Stop-Loss-Anpassungstag; abzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags am aktuellen Stop-Loss-Anpassungstag.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Anpassungstag**“ bezeichnet (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Stop-Loss-Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, (b) im Fall der Ausschüttung einer Dividende an die bestehenden Inhaber der betreffenden Aktien den Tag, an dem die betreffenden Aktien an der Börse oder einer sonstigen Börse, an der die Aktien notiert sind, erstmals ex Dividende notiert werden, wobei der Stop-Loss-Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (c) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag, der einem angemessenen Marktpreis der Aktie entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Kurse der Aktie an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den letzten Handelstag im Stop-Loss-Kündigungsbewertungszeitraum;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelsschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag in Höhe des Kurses der Aktie zum Bewertungszeitpunkt am Kündigungstag der Emittentin, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses

der Aktie an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Handelsschluss an der betreffenden Börse in Bezug auf eine Aktie oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN

- (a) **Ausübung.** Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.
- (b) **Stop-Loss-Ereignis.** Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) **Kündigungsrecht der Emittentin.** Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) **Barausgleich.** Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:

- (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.

Mit dem Kauf von Wertpapieren erwerben die Inhaber dieser Wertpapiere keinerlei Rechte, die mit den Aktien verbunden sind (sei es in Bezug auf Stimmrechte, Ausschüttungen oder anderweitige Rechte).

- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder

der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tötigung von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

- (a) Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen.

Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (i) An einem Handelstag wird der Handel in den nachfolgend genannten Werten während der letzten Stunde vor dem offiziellen Handelsschluss an der Börse oder einer Zugehörigen Börse ausgesetzt oder beschränkt oder sind die Marktteilnehmer allgemein (aufgrund von Kursbewegungen, durch die die von der betreffenden Börse oder anderweitig gesetzten Obergrenzen erreicht oder überschritten werden) nicht mehr oder nur noch eingeschränkt in der Lage, Geschäfte in den folgenden Werten vorzunehmen: (A) den Aktien an der Börse oder einer anderen Börse, an der die Aktien notiert sind; oder (B) auf die Aktie bezogenen Options- oder Terminkontrakten oder sonstigen Derivatkontrakten an einer Zugehörigen Börse, wenn es sich nach Feststellung durch die Berechnungsstelle um eine wesentliche Aussetzung oder Beschränkung handelt; oder

- (ii) in dem Land, in dem sich die Börse oder eine Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt.

Eine Beschränkung der Handelszeiten und der Anzahl der Handelstage gilt für die Zwecke dieser Definition nicht als Marktstörung, wenn sie Folge einer angekündigten Änderung der regulären Geschäftszeiten der Börse oder einer Zugehörigen Börse ist, wohingegen eine Beschränkung des Handels, die im Laufe des Tages aufgrund von Kursbewegungen auferlegt wird, die anderenfalls dazu geführt hätten, dass die von der Börse oder einer Zugehörigen Börse gesetzten Obergrenzen überschritten worden wären, nach Feststellung durch die Berechnungsstelle eine Marktstörung darstellen kann.

- (b) **Potenzielle Anpassungsereignisse.** Nach Erklärung der Bedingungen eines Potenziellen Anpassungsereignisses durch die Aktiengesellschaft legt die Berechnungsstelle fest, ob ein solches Potenzielles Anpassungsereignis eine Verwässerung oder Konzentration des rechnerischen Werts der Aktie zur Folge haben wird. Ist dies der Fall, so wird die Berechnungsstelle:

- (i) gegebenenfalls einzelne oder mehrere Bedingungen entsprechend anpassen, wie dies nach ihrer Auffassung zweckmäßig ist, um einer solchen Verwässerung oder Konzentration Rechnung zu tragen; und
- (ii) den Tag des Inkrafttretens einer solchen Anpassung festlegen.

Die Berechnungsstelle ist berechtigt, aber nicht verpflichtet, die Anpassung unter Zugrundelegung der Anpassung vorzunehmen, die eine Optionsbörse im Zusammenhang mit dem betreffenden Potenziellen Anpassungsereignis bei Optionen auf die Aktien vorgenommen hat, die an dieser Optionsbörse gehandelt werden. Die Vornahme einer solchen Anpassung hat die Berechnungsstelle den Inhabern unter Nennung der Anpassung und kurzer Darstellung des Potenziellen Anpassungsereignisses gemäß der Allgemeinen Bedingung 4 mitzuteilen.

Ein „**Potenzielles Anpassungsereignis**“ bezeichnet einen der nachstehend aufgeführten Fälle: (i) eine Teilung, Zusammenlegung oder Gattungsänderung der betreffenden Aktien (sofern es sich nicht um ein Fusionsereignis handelt) oder eine freie Ausschüttung oder Dividende in Form der betreffenden Aktien an die bestehenden Aktionäre durch die Ausgabe von Gratisaktien, im Zusammenhang mit einer Kapitalisierung, Rekapitalisierung oder einer ähnlichen Emission; (ii) eine Ausschüttung oder Dividende an die bestehenden Inhaber der betreffenden Aktien in Form (A) der betreffenden Aktien, oder (B) von sonstigem Aktienkapital oder sonstigen Wertpapieren, die das Recht auf Zahlung von Dividenden und/oder Erlösen

aus der Liquidation der Aktiengesellschaft gewähren und solchen Zahlungen an die Inhaber der betreffenden Aktien entsprechen oder anteilig dazu geleistet werden, oder (C) von sonstigen Wertpapieren, Rechten oder Optionen oder sonstigen Vermögenswerten, und zwar jeweils gegen die Leistung einer Zahlung (in bar oder in sonstiger Weise) in einer Höhe, die unter dem geltenden Marktpreis liegt, wie von der Berechnungsstelle festgestellt; (iii) eine außerordentliche Dividende; (iv) eine Ausschüttung von Bardividenden auf die Aktien, die mindestens 8 Prozent p.a. des jeweiligen Marktwerts der Aktien entspricht; (v) ein Rückkauf/eine Kaufoption der Aktiengesellschaft in Bezug auf die betreffenden, noch nicht in voller Höhe eingezahlten Aktien; (vi) ein Rückkauf der betreffenden Aktien durch die Aktiengesellschaft (sei es aus Gewinnen oder aus der Rücklage) unabhängig davon, ob die Gegenleistung für einen solchen Rückkauf in bar, in Wertpapieren oder in sonstiger Form erfolgt; oder (vii) ein vergleichbares Ereignis, das eine Verwässerung oder Konzentration des rechnerischen Werts der betreffenden Aktien zur Folge haben kann.

- (c) Einstellung der Börsennotierung, Fusionsereignis, Verstaatlichung und Insolvenz. Wird die Börsennotierung der Aktiengesellschaft eingestellt oder tritt ein Fusionsereignis, eine Verstaatlichung oder Insolvenz in Bezug auf die Aktiengesellschaft ein, so kann die Emittentin nach ihrem billigen Ermessen die in den nachfolgenden Absätzen (i), (ii) und (iii) beschriebenen Maßnahmen ergreifen:
- (i) die Berechnungsstelle auffordern, nach ihrem billigen Ermessen die geeignete Anpassung zu bestimmen, die gegebenenfalls in den sonstigen Bestimmungen dieser Bedingungen vorzunehmen ist, um der Einstellung der Börsennotierung, dem Fusionsereignis, der Verstaatlichung bzw. der Insolvenz Rechnung zu tragen, und den Tag des Inkrafttretens einer solchen Anpassung festzulegen. Die Berechnungsstelle ist berechtigt, aber nicht verpflichtet, die geeignete Anpassung unter Zugrundelegung der Anpassung vorzunehmen, die eine Zugehörige Börse in Bezug auf die Einstellung der Börsennotierung, das Fusionsereignis, die Verstaatlichung oder die Insolvenz bei an dieser Zugehörigen Börse gehandelten Options- oder Terminkontrakten bzw. sonstigen Derivatkontrakten auf die Aktien vorgenommen hat; oder
 - (ii) die Wertpapiere durch eine Mitteilung an die Inhaber gemäß der Allgemeinen Bedingung 4 für ungültig erklären. Sollen die Wertpapiere für ungültig erklärt werden, so wird die Emittentin jedem Inhaber für jedes von ihm gehaltene Wertpapier einen Betrag in Höhe des angemessenen Marktwerts des Wert-

papiers (gegebenenfalls unter Berücksichtigung der Einstellung der Börsennotierung, des Fusionsereignisses, der Verstaatlichung oder der Insolvenz) an dem für die Ungültigerklärung vorgesehenen, von der Emittentin nach ihrem billigen Ermessen festgesetzten Tag zahlen, in dem etwaige Verluste, Auslagen und Kosten in voller Höhe berücksichtigt sind, die der Emittentin und/oder einem verbundenen Unternehmen der Emittentin bei der Rückabwicklung bzw. Anpassung sämtlicher zugrunde liegender oder zusammenhängender Absicherungsgeschäfte entstanden sind, u.a. einschließlich sämtlicher Aktienoptionen oder des Verkaufs oder der anderweitigen Verwertung von Aktien oder sonstigen Instrumenten jeglicher Art, die die Emittentin und/oder eines ihrer verbundenen Unternehmen als Bestandteil solcher Absicherungsgeschäfte hält), wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen festgestellt. Die Zahlung an die Inhaber erfolgt auf die gemäß der Allgemeinen Bedingung 4 mitgeteilte Art und Weise; oder

- (iii) nach einer Anpassung der Abwicklungsbedingungen von an einer Zugehörigen Börse gehandelten Options- oder Terminkontrakten oder sonstigen Derivatkontrakten auf die Aktien die Berechnungsstelle auffordern, eine entsprechende Anpassung in den sonstigen Bestimmungen dieser Bedingungen mit Wirkung zu dem Termin vorzunehmen, der von der Berechnungsstelle als Tag des Inkrafttretens der entsprechenden von der Zugehörigen Börse vorgenommenen Anpassung bestimmt wird. Werden Options- oder Terminkontrakte oder sonstige Derivatkontrakte auf die Aktien nicht an der Zugehörigen Börse gehandelt, nimmt die Berechnungsstelle gegebenenfalls die betreffende Anpassung der sonstigen Bestimmungen dieser Bedingungen vor, die von der Berechnungsstelle nach ihrem billigen Ermessen als angemessen erachtet wird, wobei die von der Zugehörigen Börse gegebenenfalls festgesetzten Regeln und Verfahren Berücksichtigung finden, um der Einstellung der Börsennotierung, dem Fusionsereignis, der Verstaatlichung oder der Insolvenz Rechnung zu tragen, die nach Auffassung der Berechnungsstelle Anlass zu einer Anpassung durch die Zugehörige Börse gegeben hätten, wenn solche Options- oder Terminkontrakte oder sonstige Derivatkontrakte an der Zugehörigen Börse gehandelt würden.

Bei Einstellung der Börsennotierung, Eintritt eines Fusionsereignisses, einer Verstaatlichung oder Insolvenz hat die Berechnungsstelle die Inhaber gemäß der Allgemeinen Bedingung 4 über die Einstellung der Börsennotierung, den Eintritt

eines Fusionsereignisses, der Verstaatlichung oder der Insolvenz und die diesbezüglich vorgesehenen Maßnahmen zu benachrichtigen.

„**Einstellung der Börsennotierung**“ bedeutet, dass die Börsennotierung einer Aktie aus irgendeinem Grund eingestellt wird oder dass ihre Notierung an der Börse oder an sonstigen Börsen, an denen die Aktien notiert sind, ausgesetzt wird (und dass eine solche Einstellung oder Aussetzung der Börsennotierung andauert und diese Aktie nicht später an einer bzw. in einem anderen für die Emittentin annehmbaren Börsen oder Kursnotierungssystem notiert wird).

„**Fusionstag**“ bezeichnet den Tag, an dem sich sämtliche Inhaber der Aktien der Aktiengesellschaft (mit Ausnahme der Aktien, die im Rahmen eines Übernahmeangebots von dem Bieter gehalten oder kontrolliert werden) zur Übertragung ihrer Aktien verpflichtet haben oder unwiderruflich hierzu verpflichtet worden sind.

„**Fusionsereignis**“ bezeichnet (i) eine Gattungsänderung oder Änderung der Aktien einer Aktiengesellschaft, die zu einer Übertragung oder einer unwiderruflichen Verpflichtung zur Übertragung aller im Umlauf befindlicher Aktien dieser Aktiengesellschaft führt; (ii) einen Zusammenschluss, eine Verschmelzung oder eine Fusion einer Aktiengesellschaft mit einem anderen Rechtsträger bzw. auf einen anderen Rechtsträger (mit Ausnahme von Zusammenschlüssen, Verschmelzungen oder Fusionen, bei denen die betreffende Aktiengesellschaft fortbesteht und die keine solche Gattungsänderung oder Änderung bei sämtlichen im Umlauf befindlichen Aktien der Aktiengesellschaft zur Folge haben); oder (iii) ein sonstiges Übernahmeangebot für die Aktien einer Aktiengesellschaft, das eine Übertragung oder eine unwiderrufliche Verpflichtung zur Übertragung der Aktien einer Aktiengesellschaft zur Folge hat (mit Ausnahme der Aktien, die von dem Bieter gehalten oder kontrolliert werden); das Vorstehende gilt jeweils für den Fall, dass der Fusionstag spätestens auf den Bewertungstag, den Kündigungstag der Emittentin oder den Stop-Loss-Kündigungsbewertungstag fällt.

„**Verstaatlichung**“ bedeutet, dass sämtliche Aktien einer Aktiengesellschaft bzw. das gesamte oder ein wesentlicher Teil des Vermögens einer Aktiengesellschaft verstaatlicht oder enteignet wird oder anderweitig an staatliche Stellen, Behörden oder Einrichtungen übertragen werden müssen.

„**Insolvenz**“ bedeutet, dass aufgrund der freiwilligen oder zwangsweisen Abwicklung oder Insolvenz oder des freiwilligen oder zwangsweisen Konkurses oder eines vergleichbaren Verfahrens in Bezug auf die Aktiengesellschaft, (i) sämtliche Aktien an einen Insolvenzverwalter, Treuhänder, Abwickler oder einen sonstigen vergleich-

baren Amtsträger übertragen werden müssen, oder (ii) den Inhabern der Aktien dieser Aktiengesellschaft deren Übertragung gesetzlich verboten ist.

- (d) Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF INDIZES

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

- (a) Bei Ausübung durch den Inhaber:
(Endgültiger Referenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder
- (b) Bei Ausübung des Kündigungsrechts der Emittentin:
(Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder
- (c) Bei Eintritt eines Vorzeitigen Beendigungsereignisses des Index (sofern anwendbar):
(Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Barbetrag bei Vorzeitiger Indexbeendigung**“); oder
- (d) Bei Eintritt eines Stop-Loss-Ereignisses:
(Stop-Loss-Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen, sofern in den maßgeblichen Endgültigen Bedingungen angegeben, wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten; und abzüglich
- (c) der Rechnerischen Dividendenbeträge.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Index bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Markt-

bedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag-satz**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem, der bzw. dem der Index-Sponsor die Kurse der Aktien zur Berechnung des Index entnimmt oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Geschäftstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Indexstandes zum Bewertungszeitpunkt am Bewertungstag, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Stand festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“

einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Indexstandes an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Kurs der Aktien an der Börse sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) der Geltende Zinssatz zuzüglich der Aktuellen Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360;

„**Index**“ bezeichnet den Index, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich der Produktbedingung 3;

„**Vorzeitige Kündigung bei Beendigung des Index**“ bezeichnet sofern „Vorzeitige Kündigung bei Beendigung des Index“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet wird, die automatische Kündigung der Wertpapiere gemäß Produktbedingung 2 nach Eintritt eines Vorzeitigen Beendigungsereignisses des Index;

„**Vorzeitiger Beendigungstag des Index**“ bezeichnet, sofern „Vorzeitiger Beendigungstag des Index“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet wird, den Tag, an dem das Vorzeitige Beendigungsereignis des Index eintritt. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Vorzeitige Beendigungstag des Index der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle ist der Auffassung, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Vorzeitige Beendigungstag des Index gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Vorzeitiger Beendigungstag des Index (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Kündigungsreferenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses der

Aktien sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Vorzeitiges Beendigungsereignis des Index**“ bezeichnet, sofern „Vorzeitiges Beendigungsereignis des Index“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet und dort nicht anders angegeben wird, den Eintritt eines Ereignisses, wonach die Gesamtanzahl der im Index enthaltenen Aktien unter die Mindestanzahl der Indexbestandteile fällt, die in der den Produktbedingungen als Anlage beigefügten Indexbeschreibung angegeben ist;

„**Index-Sponsor**“ bezeichnet die Gesellschaft oder den sonstigen Rechtsträger, die bzw. der (a) für die Festlegung und Überprüfung der Indexregeln und -verfahren sowie der Berechnungsmethoden und etwaiger Anpassungen hinsichtlich des Index verantwortlich ist und (b) (selbst oder durch einen Beauftragten) den Indexstand regelmäßig an jedem Handelstag veröffentlicht, wobei Bezugnahmen auf den Index-Sponsor auch als Bezugnahmen auf sämtliche Nachfolger des Index-Sponsor gemäß der Produktbedingung 3 gelten;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In

diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses der Aktien sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Rechnerischer Dividendenbetrag**“ bezeichnet, sofern „Rechnerischer Dividendenbetrag“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet wird, einen von der Berechnungsstelle ermittelten Betrag in Höhe der auf die Aktien gezahlten Bardividenden und/oder sonstigen Barausschüttungen, deren Ex-Dividendtag in den Rechnerischen Dividendenzeitraum fällt, abzüglich aller geltenden Quellensteuern zu einem Steuersatz, der unter Zugrundelegung des Steuerabkommens mit den Niederlanden ohne Berücksichtigung etwaiger Steuergutschriften angepasst wird, sowie abzüglich sämtlicher Kosten;

„**Rechnerischer Dividendenzeitraum**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, jeden Zeitraum, der am Emissionstag (ausschließlich) beginnt und (je nachdem, welches der frühere Termin ist) am nächstfolgenden Anpassungstag, Kündigungstag der Emittentin, Vorzeitigen Beendigungstag des Index (sofern anwendbar) oder Stop-Loss-Kündigungstag (einschließlich) endet, und danach jeden Zeitraum, der am Anpassungstag (ausschließlich) beginnt und (je nachdem, welches der frühere Termin ist) am nächstfolgenden Anpassungstag, Kündigungstag der Emittentin, Vorzeitigen Beendigungstag des Index (sofern anwendbar) bzw. Stop-Loss-Kündigungstag (einschließlich) endet;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“

bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Geltender Zinssatz**“ bezeichnet den von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Satz für Tagesgeldeinlagen oder für Einlagen mit einer Laufzeit von einem Monat, die im Interbankenmarkt in der Währung des Finanzierungslevel getätigt werden (wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt);

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Index gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Long Zertifikate auf Indizes, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktien**“ bezeichnet die Aktien, aus denen sich der Index zusammensetzt.

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der Indexstand (als Geldbetrag in der Währung des Finanzierungslevel) zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese unterschreitet. Ist ein solcher Indexstand nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Stop-Loss-Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel am aktuellen Stop-Loss-Anpassungstag; zuzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags am aktuellen Stop-Loss-Anpassungstag.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Anpassungstag**“ bezeichnet (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Stop-Loss-Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag, der als Geldbetrag in der Währung des Finanzierungslevel gilt und einem angemessenen Marktpreis des Index entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Indexstände während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den letzten Handelstag im Stop-Loss-Kündigungsbewertungszeitraum;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen

bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Indexstandes zum Bewertungszeitpunkt am Kündigungstag der Emittentin bzw. am Vorzeitigen Beendigungstag des Index (sofern anwendbar), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, an dem der Index-Sponsor den Schlussstand des Index gemäß seinen Regeln berechnen und veröffentlichen sollte;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses der Aktien sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, zu dem der Index-Sponsor den Schlussstand des Index berechnet, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN

- (a) Ausübung. Sofern kein Stop-Loss-Ereignis oder Vorzeitiges Beendigungsereignis des Index (sofern anwendbar) eingetreten ist und ungeachtet einer Mitteilung über das

Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.

- (b) Stop-Loss-Ereignis. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die Vorzeitige Kündigung bei Beendigung des Index (sofern anwendbar) und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. Vorzeitigen Beendigungstag des Index (sofern anwendbar) bzw. einem Bewertungstag eingetreten ist.
- (c) Kündigungsrecht der Emittentin. Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses oder Vorzeitigen Beendigungsereignisses des Index (sofern anwendbar) insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) Sofern „Vorzeitige Kündigung bei Beendigung des Index“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet wird, werden die Wertpapiere vorbehaltlich eines Stop-Loss-Ereignisses bei Eintritt eines Vorzeitigen Beendigungsereignisses des Index automatisch gekündigt. Ein Vorzeitiges Beendigungsereignis des Index setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Vorzeitige Beendigungsereignis des Index vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (e) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis oder Vorzeitiges Beendigungsereignis des Index (sofern anwendbar) am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:

- (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach einer Vorzeitigen Kündigung bei Beendigung des Index den Barbetrag bei Vorzeitiger Indexbeendigung (sofern anwendbar); oder
 - (iv) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (f) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (g) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder-

oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tätigkeit von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (h) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (i) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (j) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (k) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

- (a) Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen.

Eine „**Marktstörung**“ bezeichnet die folgenden Umstände: (i) in dem Land, in dem sich die Börse oder eine Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder (ii) an einem Handelstag wird oder ist der Handel in der letzten Stunde vor dem offiziellen Handelsschluss an einer Börse oder einer Zugehörigen Börse ausgesetzt oder beschränkt oder sind die Marktteilnehmer allgemein (aufgrund von Kursbewegungen, durch die die von der betreffenden Börse oder anderweitig gesetzten Obergrenzen erreicht oder überschritten werden) nicht mehr oder nur noch eingeschränkt in der Lage, Geschäfte in den folgenden Werten vorzunehmen: (A) an einer oder mehreren Börse(n) in Wertpapieren, aus denen sich der betreffende Index zu mindestens 20 Prozent zusammensetzt, wenn es sich nach Feststellung durch die Berechnungsstelle um eine wesentliche Aussetzung oder Beschränkung handelt. Für die Feststellung, ob eine solche Aussetzung oder Beschränkung wesentlich ist, wenn der Handel in einem im Index enthaltenen Wertpapier zu dem betreffenden Zeitpunkt ausgesetzt oder wesentlich beschränkt ist, wird der jeweilige prozentuale Anteil dieses Wertpapiers am Indexstand durch

Vergleich des (x) Anteils des Indexstandes, der diesem Wertpapier zuzurechnen ist, im Verhältnis zum (y) Gesamtstand des Index, und zwar jeweils unmittelbar vor einer solchen Aussetzung oder Beschränkung, ermittelt; oder (B) an einer Zugehörigen Börse in Options- oder Terminkontrakten oder sonstigen Derivatkontrakten auf den betreffenden Index. Eine Beschränkung der Handelszeiten und der Anzahl der Handelstage stellt keine Marktstörung dar, wenn sie Folge einer angekündigten Änderung der regulären Geschäftszeiten der betreffenden Börse ist, wohingegen eine Beschränkung des Handels, die im Laufe des Tages aufgrund von Kursbewegungen auferlegt wird, die anderenfalls dazu geführt hätten, dass die von der betreffenden Börse gesetzten Obergrenzen überschritten worden wären, nach Feststellung durch die Berechnungsstelle eine Marktstörung darstellen kann.

- (b) Anpassungen des Index. Die Berechnungsstelle hat den Inhabern so bald wie durchführbar gemäß der Allgemeinen Bedingung 4 mitzuteilen, welche Feststellungen sie gegebenenfalls gemäß der folgenden Absätze (i), (ii), (iii) oder (iv) getroffen hat.
- (i) Wird der Index (A) nicht mehr von dem Index-Sponsor sondern von einem für die Berechnungsstelle annehmbaren Nachfolger des Index-Sponsor (der „**Nachfolgesponsor**“) berechnet und veröffentlicht oder (B) durch einen Nachfolgeindex ersetzt, der nach Feststellung der Berechnungsstelle die gleiche oder eine im wesentlichen gleiche Formel und Methode zur Indexberechnung verwendet, so gilt jeweils der von dem betreffenden Nachfolgesponsor berechnete und veröffentlichte Index bzw. der betreffende Nachfolgeindex als Index.
- (ii) Wenn der Index-Sponsor oder gegebenenfalls der Nachfolgesponsor (A) an oder vor dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag, dem Kündigungstag der Emittentin oder dem Vorzeitigen Beendigungstag des Index (sofern anwendbar) eine wesentliche Änderung an der Formel oder der Methode zur Berechnung des Index vornimmt oder den Index anderweitig wesentlich ändert (mit Ausnahme von Änderungen, die nach dieser Formel oder Methode zur Fortführung des Index bei Änderungen der Indexwertpapiere und bei sonstigen routinemäßigen Ereignissen vorgeschrieben sind), oder (B) den Index an dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag, dem Kündigungstag der Emittentin oder dem Vorzeitigen Beendigungstag des Index (sofern anwendbar) nicht berechnet und/oder nicht veröffentlicht, hat die Berechnungsstelle jeweils den Endgültigen Referenzpreis, Stop-Loss-Kündigungsreferenzpreis bzw. Kündigungreferenzpreis festzustellen, wobei sie anstelle eines

veröffentlichten Indexstands an dem Bewertungstag, dem Kündigungstag der Emittentin, dem Vorzeitigen Beendigungstag des Index (sofern anwendbar) bzw. während des Stop-Loss-Kündigungsbewertungszeitraums den Indexstand zugrunde legt, der von der Berechnungsstelle anhand der Formel und der Methode zur Indexberechnung festgesetzt wird, die unmittelbar vor der Änderung oder der versäumten Indexberechnung bzw. -veröffentlichung galt; in diesem Zusammenhang sind jedoch nur die Wertpapiere zu berücksichtigen, die unmittelbar vor der Änderung oder dem Versäumnis in dem Index enthalten waren (mit Ausnahme der Wertpapiere, deren Notierung an der Börse oder einer anderen Börse, an der die Aktien notiert sind, inzwischen eingestellt wurde). Bei einer wesentlichen Änderung des Index kann die Berechnungsstelle stattdessen den geänderten Index als den auf die vorstehend beschriebene Art und Weise berechneten und veröffentlichten Index ansehen oder die Wertpapiere durch Mitteilung an die Inhaber gemäß der Allgemeinen Bedingung 4 kündigen.

- (iii) Wenn zu einem beliebigen Zeitpunkt eines der nachstehend unter (A) bis (H) aufgeführten Ereignisse eintritt und der Index-Sponsor (oder gegebenenfalls der Nachfolgesponsor), obwohl die von dem Index-Sponsor (oder gegebenenfalls dem Nachfolgesponsor) veröffentlichten oder angewandten Regeln für den Index zur Anwendung kamen, nach Auffassung der Berechnungsstelle keine angemessene Anpassung des Indexstands vorgenommen hat, um einem solchen Ereignis in vollem Umfang Rechnung zu tragen, hat die Berechnungsstelle die von ihr als angemessen erachteten Anpassungen des Indexstands vorzunehmen, um einem solchen Ereignis Rechnung zu tragen: (A) eine Ausschüttung oder Dividende an die bestehenden Inhaber der Aktien in Form: (i) der Aktien; oder (ii) von sonstigem Aktienkapital oder sonstigen Wertpapieren, die das Recht auf Zahlung von Dividenden und/oder Erlösen aus der Liquidation des Emittenten der Aktien gewähren und solchen Zahlungen an die Inhaber der Aktien entsprechen oder anteilig dazu geleistet werden, oder (iii) von sonstigen Wertpapieren, Rechten oder Optionen bzw. sonstigen Vermögenswerten, und zwar jeweils gegen die Leistung einer Zahlung (in bar oder in sonstiger Weise) in einer Höhe, die unter dem geltenden Marktpreis liegt; (B) eine freie Ausschüttung oder Dividende in Form von Aktien an die bestehenden Aktionäre durch die Ausgabe von Gratisaktien, im Zusammenhang mit einer Kapitalisierung oder einer ähnlichen Emission; (C) eine außerordentliche Dividende; (D) eine

Bekanntgabe von Bardividenden auf die Aktien zu einem Zeitpunkt, zu dem der betreffende Emittent für die vier vorausgegangenen Quartale keine Dividenden auf diese Aktien bekanntgegeben oder gezahlt hat; (E) eine Bekanntgabe von Sachdividenden auf die Aktien zu einem Zeitpunkt, zu dem der betreffende Emittent für die vier vorausgegangenen Quartale keine Dividenden auf diese Aktien bekanntgegeben oder gezahlt hat; (F) eine sonstige außerordentliche Bar- oder Sachdividende oder eine Ausschüttung auf die Aktien, die aufgrund ihrer Bedingungen oder ihrer Zweckbestimmung außerhalb der üblichen Geschäftstätigkeit oder Dividendenpraxis des betreffenden Emittenten bekanntgegeben und gezahlt wird, vorausgesetzt der betreffende Ex-Dividendentag der Aktien fällt jeweils in den Zeitraum zwischen dem Emissionstag (einschließlich) und dem Bewertungstag (ausschließlich); (G) eine Ausschüttung von Bardividenden auf die Aktien entsprechend mindestens 8 Prozent p.a. des jeweiligen Marktwerts der Aktien; (H) ein vergleichbares sonstiges Ereignis, das eine Verwässerung oder Konzentration des rechnerischen Werts der Aktien zur Folge hat.

- (iv) Die Emittentin behält sich das Recht vor, weitere Wertpapiere zu begeben, diejenigen Anpassungen vorzunehmen oder diejenigen Rechte im Zusammenhang mit den Wertpapieren an die Inhaber zu gewähren, die die Emittentin nach billigem Ermessen als zweckmäßig erachtet, wenn ein oder mehrere Ereignisse eintreten, die nach Auffassung der Emittentin (nach ihrem billigen Ermessen und ungeachtet etwaiger vorhergehender Anpassungen der Wertpapiere) im Zusammenhang mit der Emission der Wertpapiere und ihrer Verpflichtungen hieraus Anlass zu solchen Anpassungen oder der Gewährung von Rechten geben, sofern eine solche Anpassung von der Berechnungsstelle als allgemein zweckmäßig erachtet wird (ohne Berücksichtigung der persönlichen Situation eines Inhabers oder der steuerlichen oder sonstigen Folgen einer solchen Anpassung in bestimmten Rechtsordnungen) oder erforderlich ist, um den gesetzlichen Vorschriften der betreffenden Rechtsordnung oder der Praxis der Börse Rechnung zu tragen.
- (c) Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungs-

stelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF INDIZES

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Aktueller Finanzierungslevel – Endgültiger Referenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Aktueller Finanzierungslevel – Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Vorzeitigen Beendigungsereignisses des Index (sofern anwendbar):

(Aktueller Finanzierungslevel – Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Barbetrag bei Vorzeitiger Indexbeendigung**“); oder

(d) Bei Eintritt eines Stop-Loss-Ereignisses:

(Aktueller Finanzierungslevel – Stop-Loss-Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen, sofern in den maßgeblichen Endgültigen Bedingungen angegeben, wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten; und abzüglich
- (c) der Rechnerischen Dividendenbeträge.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Index bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Markt-

bedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag-satz**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem, der bzw. dem der Index-Sponsor die Kurse der Aktien zur Berechnung des Index entnimmt oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Geschäftstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Indexstandes zum Bewertungszeitpunkt am Bewertungstag, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Stand festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“

einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Indexstandes an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Kurs der Aktien an der Börse sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) der Geltende Zinssatz abzüglich der Aktuellen Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360.

Die Finanzierungskosten können negativ sein;

„**Index**“ bezeichnet den Index, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich der Produktbedingung 3;

„**Vorzeitige Kündigung bei Beendigung des Index**“ bezeichnet, sofern „Vorzeitige Kündigung bei Beendigung des Index“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet wird, die automatische Kündigung der Wertpapiere gemäß Produktbedingung 2 nach Eintritt eines Vorzeitigen Beendigungsereignisses des Index;

„**Vorzeitiger Beendigungstag des Index**“ bezeichnet, sofern „Vorzeitiger Beendigungstag des Index“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet wird, den Tag, an dem das Vorzeitige Beendigungsereignis des Index eintritt. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Vorzeitige Beendigungstag des Index der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle ist der Auffassung, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Vorzeitige Beendigungstag des Index gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Vorzeitiger Beendigungstag des Index (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Kündigungsreferenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses der

Aktien sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Vorzeitiges Beendigungsereignis des Index**“ bezeichnet, sofern „Vorzeitiges Beendigungsereignis des Index“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet und dort nicht anders angegeben wird, den Eintritt eines Ereignisses, wonach die Gesamtanzahl der im Index enthaltenen Aktien unter die Mindestanzahl der Indexbestandteile fällt, die in der den Produktbedingungen als Anlage beigefügten Indexbeschreibung angegeben ist;

„**Index-Sponsor**“ bezeichnet die Gesellschaft oder den sonstigen Rechtsträger, die bzw. der (a) für die Festlegung und Überprüfung der Indexregeln und -verfahren sowie der Berechnungsmethoden und etwaiger Anpassungen hinsichtlich des Index verantwortlich ist und (b) (selbst oder durch einen Beauftragten) den Indexstand regelmäßig an jedem Handelstag veröffentlicht, wobei Bezugnahmen auf den Index-Sponsor auch als Bezugnahmen auf sämtliche Nachfolger des Index-Sponsor gemäß der Produktbedingung 3 gelten;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In

diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses der Aktien sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Rechnerischer Dividendenbetrag**“ bezeichnet, sofern „Rechnerischer Dividendenbetrag“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet wird, einen von der Berechnungsstelle ermittelten Betrag in Höhe der auf die Aktien gezahlten Bardividenden und/oder sonstigen Barausschüttungen, deren Ex-Dividendtag in den Rechnerischen Dividendenzeitraum fällt, ohne Berücksichtigung etwaiger Quellensteuern oder sonstiger Abzüge, multipliziert mit dem geltenden Dividendenprozentsatz, der nach marktüblichen Aktienleihverträgen zahlbar ist und von der Berechnungsstelle nach ihrem billigen Ermessen festgesetzt wird;

„**Rechnerischer Dividendenzeitraum**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, jeden Zeitraum, der am Emissionstag (ausschließlich) beginnt und (je nachdem, welches der frühere Termin ist) am nächstfolgenden Anpassungstag, Kündigungstag der Emittentin, Vorzeitigen Beendigungstag des Index (sofern anwendbar) oder Stop-Loss-Kündigungstag (einschließlich) endet, und danach jeden Zeitraum, der am Anpassungstag (ausschließlich) beginnt und (je nachdem, welches der frühere Termin ist) am nächstfolgenden Anpassungstag, Kündigungstag der Emittentin, Vorzeitigen Beendigungstag des Index (sofern anwendbar) bzw. Stop-Loss-Kündigungstag (einschließlich) endet;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“

bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Geltender Zinssatz**“ bezeichnet den von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Satz für Tagesgeldeinlagen oder für Einlagen mit einer Laufzeit von einem Monat, die im Interbankenmarkt in der Währung des Finanzierungslevel getätigt werden (wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt);

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Index gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Short Zertifikate auf Indizes, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktien**“ bezeichnet die Aktien, aus denen sich der Index zusammensetzt.

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der Indexstand (als Geldbetrag in der Währung des Finanzierungslevel) zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese überschreitet. Ist ein solcher Indexstand nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Stop-Loss-Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel am aktuellen Stop-Loss-Anpassungstag; abzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags am aktuellen Stop-Loss-Anpassungstag.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Anpassungstag**“ bezeichnet (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Stop-Loss-Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag, der als Geldbetrag in der Währung des Finanzierungslevel gilt und einem angemessenen Marktpreis des Index entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Indexstände während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den letzten Handelstag im Stop-Loss-Kündigungsbewertungszeitraum;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen

bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelsschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Indexstandes zum Bewertungszeitpunkt am Kündigungstag der Emittentin bzw. am Vorzeitigen Beendigungstag des Index (sofern anwendbar), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, an dem der Index-Sponsor den Schlussstand des Index gemäß seinen Regeln berechnen und veröffentlichen sollte;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses der Aktien sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, zu dem der Index-Sponsor den Schlussstand des Index berechnet, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN

- (a) Ausübung. Sofern kein Stop-Loss-Ereignis oder Vorzeitiges Beendigungsereignis des Index (sofern anwendbar) eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.
- (b) Stop-Loss-Ereignis. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die Vorzeitige Kündigung bei Beendigung des Index (sofern anwendbar) und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. Vorzeitigen Beendigungstag des Index (sofern anwendbar) bzw. einem Bewertungstag eingetreten ist.
- (c) Kündigungsrecht der Emittentin. Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses oder Vorzeitigen Beendigungsereignisses des Index (sofern anwendbar) insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) Sofern „Vorzeitige Kündigung bei Beendigung des Index“ in den maßgeblichen Endgültigen Bedingungen als „Anwendbar“ bezeichnet wird, werden die Wertpapiere vorbehaltlich eines Stop-Loss-Ereignisses bei Eintritt eines Vorzeitigen Beendigungsereignisses des Index automatisch gekündigt. Ein Vorzeitiges Beendigungsereignis des Index setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Vorzeitige Beendigungsereignis des Index vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (e) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis oder Vorzeitiges Beendigungsereignis des Index (sofern anwendbar) am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaft-

lichen Eigentümer nicht um eine US-Person handelt, eingereicht:

- (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach einer Vorzeitigen Kündigung bei Beendigung des Index den Barbetrag bei Vorzeitiger Indexbeendigung (sofern anwendbar); oder
 - (iv) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (f) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (g) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder

der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tätigkeit von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (h) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (i) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (j) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (k) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

- (a) Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen.

Eine „**Marktstörung**“ bezeichnet die folgenden Umstände: (i) in dem Land, in dem sich die Börse oder eine Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder (ii) an einem Handelstag wird oder ist der Handel in der letzten Stunde vor dem offiziellen Handelsschluss an einer Börse oder einer Zugehörigen Börse ausgesetzt oder beschränkt oder sind die Marktteilnehmer allgemein (aufgrund von Kursbewegungen, durch die die von der betreffenden Börse oder anderweitig gesetzten Obergrenzen erreicht oder überschritten werden) nicht mehr oder nur noch eingeschränkt in der Lage, Geschäfte in den folgenden Werten vorzunehmen: (A) an einer oder mehreren Börse(n) in Wertpapieren, aus denen sich der betreffende Index zu mindestens 20 Prozent zusammensetzt, wenn es sich nach Feststellung durch die Berechnungsstelle um eine wesentliche Aussetzung oder Beschränkung handelt. Für die Feststellung, ob eine solche Aussetzung oder Beschränkung wesentlich ist, wenn der Handel in einem im Index enthaltenen Wertpapier zu dem betreffenden Zeitpunkt ausgesetzt oder wesentlich beschränkt ist, wird der jeweilige prozentuale Anteil dieses Wertpapiers am Indexstand durch

Vergleich des (x) Anteils des Indexstandes, der diesem Wertpapier zuzurechnen ist, im Verhältnis zum (y) Gesamtstand des Index, und zwar jeweils unmittelbar vor einer solchen Aussetzung oder Beschränkung, ermittelt; oder (B) an einer Zugehörigen Börse in Options- oder Terminkontrakten oder sonstigen Derivatkontrakten auf den betreffenden Index. Eine Beschränkung der Handelszeiten und der Anzahl der Handelstage stellt keine Marktstörung dar, wenn sie Folge einer angekündigten Änderung der regulären Geschäftszeiten der betreffenden Börse ist, wohingegen eine Beschränkung des Handels, die im Laufe des Tages aufgrund von Kursbewegungen auferlegt wird, die anderenfalls dazu geführt hätten, dass die von der betreffenden Börse gesetzten Obergrenzen überschritten worden wären, nach Feststellung durch die Berechnungsstelle eine Marktstörung darstellen kann.

- (b) Anpassungen des Index. Die Berechnungsstelle hat den Inhabern so bald wie durchführbar gemäß der Allgemeinen Bedingung 4 mitzuteilen, welche Feststellungen sie gegebenenfalls gemäß der folgenden Absätze (i), (ii), (iii) oder (iv) getroffen hat.
- (i) Wird der Index (A) nicht mehr von dem Index-Sponsor sondern von einem für die Berechnungsstelle annehmbaren Nachfolger des Index-Sponsor (der „**Nachfolgesponsor**“) berechnet und veröffentlicht oder (B) durch einen Nachfolgeindex ersetzt, der nach Feststellung der Berechnungsstelle die gleiche oder eine im wesentlichen gleiche Formel und Methode zur Indexberechnung verwendet, so gilt jeweils der von dem betreffenden Nachfolgesponsor berechnete und veröffentlichte Index bzw. der betreffende Nachfolgeindex als Index.
- (ii) Wenn der Index-Sponsor oder gegebenenfalls der Nachfolgesponsor (A) an oder vor dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag, dem Kündigungstag der Emittentin oder dem Vorzeitigen Beendigungstag des Index (sofern anwendbar) eine wesentliche Änderung an der Formel oder der Methode zur Berechnung des Index vornimmt oder den Index anderweitig wesentlich ändert (mit Ausnahme von Änderungen, die nach dieser Formel oder Methode zur Fortführung des Index bei Änderungen der Indexwertpapiere und bei sonstigen routinemäßigen Ereignissen vorgeschrieben sind), oder (B) den Index an dem Bewertungstag, dem Stop-Loss-Kündigungsbewertungstag, dem Kündigungstag der Emittentin oder dem Vorzeitigen Beendigungstag des Index (sofern anwendbar) nicht berechnet und/oder nicht veröffentlicht, hat die Berechnungsstelle jeweils den Endgültigen Referenzpreis, Stop-Loss-Kündigungsreferenzpreis bzw.

Kündigungsreferenzpreis festzustellen, wobei sie anstelle eines veröffentlichten Indexstands an dem Bewertungstag, dem Kündigungstag der Emittentin, dem Vorzeitigen Beendigungstag des Index (sofern anwendbar) bzw. während des Stop-Loss-Kündigungsbewertungszeitraums den Indexstand zugrunde legt, der von der Berechnungsstelle anhand der Formel und der Methode zur Indexberechnung festgesetzt wird, die unmittelbar vor der Änderung oder der versäumten Indexberechnung bzw. -veröffentlichung galt; in diesem Zusammenhang sind jedoch nur die Wertpapiere zu berücksichtigen, die unmittelbar vor der Änderung oder dem Versäumnis in dem Index enthalten waren (mit Ausnahme der Wertpapiere, deren Notierung an der Börse oder einer anderen Börse, an der die Aktien notiert sind, inzwischen eingestellt wurde). Bei einer wesentlichen Änderung des Index kann die Berechnungsstelle stattdessen den geänderten Index als den auf die vorstehend beschriebene Art und Weise berechneten und veröffentlichten Index ansehen oder die Wertpapiere durch Mitteilung an die Inhaber gemäß der Allgemeinen Bedingung 4 kündigen.

- (iii) Wenn zu einem beliebigen Zeitpunkt eines der nachstehend unter (A) bis (H) aufgeführten Ereignisse eintritt und der Index-Sponsor (oder gegebenenfalls der Nachfolgesponsor), obwohl die von dem Index-Sponsor (oder gegebenenfalls dem Nachfolgesponsor) veröffentlichten oder angewandten Regeln für den Index zur Anwendung kamen, nach Auffassung der Berechnungsstelle keine angemessene Anpassung des Indexstands vorgenommen hat, um einem solchen Ereignis in vollem Umfang Rechnung zu tragen, hat die Berechnungsstelle die von ihr als angemessen erachteten Anpassungen des Indexstands vorzunehmen, um einem solchen Ereignis Rechnung zu tragen:
- (A) eine Ausschüttung oder Dividende an die bestehenden Inhaber der Aktien in Form: (i) der Aktien; oder (ii) von sonstigem Aktienkapital oder sonstigen Wertpapieren, die das Recht auf Zahlung von Dividenden und/oder Erlösen aus der Liquidation des Emittenten der Aktien gewähren und solchen Zahlungen an die Inhaber der Aktien entsprechen oder anteilig dazu geleistet werden, oder (iii) von sonstigen Wertpapieren, Rechten oder Optionen bzw. sonstigen Vermögenswerten, und zwar jeweils gegen die Leistung einer Zahlung (in bar oder in sonstiger Weise) in einer Höhe, die unter dem geltenden Marktpreis liegt; (B) eine freie Ausschüttung oder Dividende in Form von Aktien an die bestehenden Aktionäre durch die Ausgabe von Gratisaktien, im Zusammenhang mit einer Kapitalisierung oder einer

ähnlichen Emission; (C) eine außerordentliche Dividende; (D) eine Bekanntgabe von Bardividenden auf die Aktien zu einem Zeitpunkt, zu dem der betreffende Emittent für die vier vorausgegangenen Quartale keine Dividenden auf diese Aktien bekanntgegeben oder gezahlt hat; (E) eine Bekanntgabe von Sachdividenden auf die Aktien zu einem Zeitpunkt, zu dem der betreffende Emittent für die vier vorausgegangenen Quartale keine Dividenden auf diese Aktien bekanntgegeben oder gezahlt hat; (F) eine sonstige außerordentliche Bar- oder Sachdividende oder eine Ausschüttung auf die Aktien, die aufgrund ihrer Bedingungen oder ihrer Zweckbestimmung außerhalb der üblichen Geschäftstätigkeit oder Dividendenpraxis des betreffenden Emittenten bekanntgegeben und gezahlt wird, vorausgesetzt der betreffende Ex-Dividendentag der Aktien fällt jeweils in den Zeitraum zwischen dem Emissionstag (einschließlich) und dem Bewertungstag (ausschließlich); (G) eine Ausschüttung von Bardividenden auf die Aktien entsprechend mindestens 8 Prozent p.a. des jeweiligen Marktwerts der Aktien; (H) ein vergleichbares sonstiges Ereignis, das eine Verwässerung oder Konzentration des rechnerischen Werts der Aktien zur Folge hat.

- (iv) Die Emittentin behält sich das Recht vor, weitere Wertpapiere zu begeben, diejenigen Anpassungen vorzunehmen oder diejenigen Rechte im Zusammenhang mit den Wertpapieren an die Inhaber zu gewähren, die die Emittentin nach billigem Ermessen als zweckmäßig erachtet, wenn ein oder mehrere Ereignisse eintreten, die nach Auffassung der Emittentin (nach ihrem billigen Ermessen und ungeachtet etwaiger vorhergehender Anpassungen der Wertpapiere) im Zusammenhang mit der Emission der Wertpapiere und ihrer Verpflichtungen hieraus Anlass zu solchen Anpassungen oder der Gewährung von Rechten geben, sofern eine solche Anpassung von der Berechnungsstelle als allgemein zweckmäßig erachtet wird (ohne Berücksichtigung der persönlichen Situation eines Inhabers oder der steuerlichen oder sonstigen Folgen einer solchen Anpassung in bestimmten Rechtsordnungen) oder erforderlich ist, um den gesetzlichen Vorschriften der betreffenden Rechtsordnung oder der Praxis der Börse Rechnung zu tragen.
- (c) Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw.

vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF TERMINKONTRAKTE AUF STAATSANLEIHEN

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Endgültiger Referenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Stop-Loss-Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen, sofern in den maßgeblichen Endgültigen Bedingungen angegeben, wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten; abzüglich
- (c) der Rollover-Marge, falls eine solche an einem Rollover-Tag zu bestimmen ist.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Basiswerts bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-

Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Handelstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts bei Handelsschluss an der Börse (Parketthandel) zum Bewertungszeitpunkt am Bewertungstag (unter Berücksichtigung etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Kurs festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Kurses des Basiswerts bei Handelsschluss an dem betreffenden Tag

beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Kurs des Basiswerts an der Börse sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) Aktuelle Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In

diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Basiswert**“ bezeichnet zum Emissionstag den Basiswert, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, und danach einen in finanzieller Hinsicht gleichwertigen Basiswert (der „**Ersatzvermögenswert**“), der von der Emittentin ausgewählt wird. Am Rollover-Tag (der als solcher in den maßgeblichen Endgültigen Bedingungen der betreffenden Serie angegeben ist) wählt die Emittentin den Ersatzvermögenswert aus und nimmt am gleichen Tag während der Handelszeiten die Ersetzung des Basiswerts durch den Ersatzvermögenswert abzüglich der Rollover-Marge vor; danach gilt der Ersatzvermögenswert in jeder Hinsicht als der Basiswert;

„**Kurs des Basiswerts**“ bezeichnet den aktuellen Kurs des Basiswerts. Zur Klarstellung wird darauf hingewiesen, dass es sich hier nicht um den Terminkontraktwert, sondern um den Terminkontraktwert dividiert durch den anwendbaren Kontraktfaktor (entspricht einem (1) Terminkontraktpunkt) handelt, der auf der anwendbaren Bildschirmseite angezeigt wird, die in den maßgeblichen Endgültigen Bedingungen angegeben ist. Existiert die oben angegebene Seite nicht, so gilt eine andere von der Berechnungsstelle festgelegte Seite;

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Basiswert gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, oder (c) den Geschäftstag, der auf einen Rollover-Tag folgt, sofern dieser Rollover-Tag in den für die Lieferung des Basiswerts vorgesehenen Monat fällt, wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Rollover-Tag**“ bezeichnet den Tag oder Zeitraum, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Rollover-Marge**“ bezeichnet die angemessene Marge, die von der Emittentin als der Preis für die Auflösung ihrer Absicherungsgeschäfte hinsichtlich des Basiswerts festgesetzt wird, abzüglich des Preises, der von der Emittentin unter Zugrundelegung der Liquidität im Basiswert und im Ersatzvermögenswert bei Ersetzung des Basiswerts durch den Ersatzvermögenswert als Preis ihrer damit zusammenhängenden Absicherungsgeschäfte hinsichtlich des Ersatzvermögenswerts festgesetzt wird. Bei der Rollover-Marge kann es sich um einen Negativbetrag handeln;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Long Zertifikate auf Terminkontrakte auf Staatsanleihen, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der Kurs des Basiswerts (als Geldbetrag in der Währung des Finanzierungslevel) an der Börse zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese unterschreitet. Ist ein solcher Kurs nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel; zuzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der einem angemessenen Marktpreis des Kurses des Basiswerts entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Kurse des Basiswerts an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den letzten Handelstag im Stop-Loss-Kündigungsbewertungszeitraum;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und

höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelsschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts an der Börse zum Bewertungszeitpunkt am Kündigungstag der Emittentin (abzüglich etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Handelszeiten**“ bezeichnet in Bezug auf jede Börse ihre regulären planmäßigen Öffnungszeiten an jedem Handelstag;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Handelsschluss an der Börse (Parketthandel) oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) Ausübung. Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.
- (b) Stop-Loss-Ereignis. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) Kündigungsrecht der Emittentin. Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:
 - (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.

- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tätigkeit von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen

Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich,

und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Es erfolgt keine Bekanntgabe bzw. Veröffentlichung des Kurses des Basiswerts (oder der zur Ermittlung dieses Kurses benötigten Informationen) durch die Börse, oder der vorgenannte Kurs wird an dem Bewertungstag, dem Kündigungstag der Emittentin oder während des Stop-Loss-Kündigungsbewertungszeitraums vorübergehend oder dauerhaft nicht mehr von der Börse bereitgestellt bzw. ist von dort nicht mehr abrufbar; oder
- (b) Aussetzung des Handels. Es erfolgt eine wesentliche Aussetzung des Handels an der Börse oder an einer Zugehörigen Börse; oder
- (c) Wegfall des Preises. An der Börse wird der Handel in dem Basiswert nicht aufgenommen bzw. dauerhaft eingestellt; oder
- (d) Wesentliche Änderung der Formel. Seit dem Emissionstag ist eine wesentliche Änderung bei der zur Berechnung des Kurses des Basiswerts verwendeten Grundlage (u.a. einschließlich der Menge, Qualität oder Währung) bzw. Methodik eingetreten; oder
- (e) Wesentliche Änderung der Beschaffenheit. Seit dem Emissionstag ist eine wesentliche Änderung der Beschaffenheit bzw. Zusammensetzung des Kurses des Basiswerts eingetreten; oder
- (f) Mindesthandelsvolumen. Aufgrund der Anzahl der an der Börse gehandelten Kontrakte auf den Basiswert erklärt die Emittentin die Beeinträchtigung ihrer Fähigkeit zur Tätigkeit von Absicherungsgeschäften auf den Basiswert, da das Handelsvolumen in dem Basiswert an der Börse auf Null oder wesentlich gesunken ist; oder
- (g) Steuerbezogene Störung. Die Erhebung, Änderung oder Abschaffung von Aufwand-, Förder-, Umsatz-, Verbrauch-, Mehrwert-, Verkehrs-, Stempel- bzw. Urkundenstempel-, Eintragungs- oder ähnlicher Steuern, die auf den Basiswert erhoben bzw. auf dessen Grundlage berechnet werden (mit Ausnahme von Steuern, die auf die Brutto- oder Nettogesamterträge erhoben bzw. auf deren Grundlage berechnet

werden), durch eine staatliche oder Steuerbehörde nach dem Emissionstag, sofern eine solche Erhebung, Änderung oder Abschaffung unmittelbare Steigerungen bzw. Verluste bei dem Kurs des Basiswerts an dem Bewertungstag und/oder an jedem der drei auf den Bewertungstag und/oder den Kündigungstag der Emittentin folgenden Handelstage und/oder während des Stop-Loss-Kündigungsbewertungszeitraums gegenüber dem Stand zur Folge hat, den der Kurs des Basiswerts ohne die vorgenannte Steuererhebung, Steueränderung oder Steuerabschaffung gehabt hätte; oder

- (h) Handelsbeschränkung. Die wesentliche Beschränkung des Handels in dem Basiswert an einer Börse oder in einem Haupthandelsmarkt in Bezug auf den Basiswert oder die darauf bestehenden Kontrakte; oder
- (i) Verzug Staatlicher Stellen. In Bezug auf Wertpapiere oder Geldverbindlichkeiten, die durch eine Staatliche Stelle begeben, garantiert bzw. eingegangen wurden, tritt ein Verzug, ein Kündigungsgrund oder ein sonstiger vergleichbarer Umstand bzw. ein sonstiges vergleichbares Ereignis gleich welcher Art ein, u.a. einschließlich (i) einer nicht fristgerecht geleisteten Zahlung von fälligen Kapitalbeträgen, Zinsen oder sonstigen Beträgen in voller Höhe (ohne Berücksichtigung etwaiger Nachfristen) auf solche Wertpapiere, Geldverbindlichkeiten oder Garantien, (ii) eines verhängten bzw. erklärten Moratoriums, Stillhaltezeitraums, Verzichts oder einer erklärten Stundung, Nichtanerkennung oder Umschuldung von fälligen Kapitalbeträgen, Zinsen oder sonstigen Beträgen auf solche Wertpapiere, Geldverbindlichkeiten oder Garantien, oder (iii) der Ergänzung oder Änderung der Zahlungsbedingungen für fällige Kapitalbeträge, Zinsen oder sonstige Beträge auf solche Wertpapiere, Geldverbindlichkeiten oder Garantien ohne die Zustimmung sämtlicher Gläubiger einer solchen Verbindlichkeit. Die Feststellung, ob ein Verzug, ein Kündigungsgrund oder ein sonstiger vergleichbarer Umstand bzw. ein sonstiges vergleichbares Ereignis vorliegt bzw. eingetreten ist, ist ohne Rücksicht auf eine fehlende bzw. angeblich fehlende Befugnis oder Fähigkeit der betreffenden Staatlichen Stelle zu treffen, solche Wertpapiere, Geldverbindlichkeiten oder Garantien zu begeben, einzugehen bzw. zu übernehmen; oder
- (j) Verstaatlichung. Eine Staatliche Stelle nimmt eine Enteignung, Einziehung, Beschlagnahme oder Verstaatlichung vor oder ergreift eine sonstige Maßnahme, infolge derer der Emittentin (oder einem ihrer verbundenen Unternehmen) in dem Land, in dem sich die Staatliche Stelle befindet, sämtliche Vermögenswerte oder ein wesentlicher Teil davon entzogen werden; oder

- (k) Moratorium. In dem Land, in dem sich die Börse oder eine Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder
- (l) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

In diesem Zusammenhang bezeichnet „**Staatliche Stelle**“ alle *de facto* oder *de iure* staatlichen Stellen (einschließlich der dazu gehörenden Behörden oder Organe, Gerichte, rechtsprechenden, verwaltungsbehördlichen oder sonstigen staatlichen Stellen) oder sonstigen (privatrechtlichen oder öffentlich-rechtlichen) Personen (einschließlich der jeweiligen Zentralbank), die mit Aufsichtsfunktionen über die Finanzmärkte in dem Land betraut sind, auf welches sich der Basiswert *de facto* bezieht.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF TERMINKONTRAKTE AUF STAATSANLEIHEN

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Aktueller Finanzierungslevel – Endgültiger Referenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Aktueller Finanzierungslevel – Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Aktueller Finanzierungslevel – Stop-Loss-Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen, sofern in den maßgeblichen Endgültigen Bedingungen angegeben, wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; abzüglich
- (b) der Finanzierungskosten; abzüglich
- (c) der Rollover-Marge, falls eine solche an einem Rollover-Tag zu bestimmen ist.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Basiswerts bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-

Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Handelstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts bei Handelsschluss an der Börse (Parketthandel) zum Bewertungszeitpunkt am Bewertungstag (unter Berücksichtigung etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Kurs festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Kurses des Basiswerts bei Handelsschluss an dem betreffenden Tag

beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Kurs des Basiswerts an der Börse sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) Aktuelle Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360.

Die Finanzierungskosten können negativ sein;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche

Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Basiswert**“ bezeichnet zum Emissionstag den Basiswert, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, und danach einen in finanzieller Hinsicht gleichwertigen Basiswert (der „**Ersatzvermögenswert**“), der von der Emittentin ausgewählt wird. Am Rollover-Tag (der als solcher in den maßgeblichen Endgültigen Bedingungen der betreffenden Serie angegeben ist) wählt die Emittentin den Ersatzvermögenswert aus und nimmt am gleichen Tag während der Handelszeiten die Ersetzung des Basiswerts durch den Ersatzvermögenswert abzüglich der Rollover-Marge vor; danach gilt der Ersatzvermögenswert in jeder Hinsicht als der Basiswert;

„**Kurs des Basiswerts**“ bezeichnet den aktuellen Kurs des Basiswerts. Zur Klarstellung wird darauf hingewiesen, dass es sich hier nicht um den Terminkontraktwert, sondern um den Terminkontraktwert dividiert durch den anwendbaren Kontraktfaktor (entspricht einem (1) Terminkontraktpunkt) handelt, der auf der anwendbaren Bildschirmseite angezeigt wird, die in den maßgeblichen Endgültigen Bedingungen angegeben ist. Existiert die oben angegebene Seite nicht, so gilt eine andere von der Berechnungsstelle festgelegte Seite;

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Basiswert gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, oder (c) den Geschäftstag, der auf einen Rollover-Tag folgt, sofern dieser Rollover-Tag in den für die Lieferung des Basiswerts vorgesehenen Monat fällt, wie jeweils von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Rollover-Tag**“ bezeichnet den Tag oder Zeitraum, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Rollover-Marge**“ bezeichnet die angemessene Marge, die von der Emittentin als der Preis für die Auflösung ihrer Absicherungsgeschäfte hinsichtlich des Basiswerts festgesetzt wird, abzüglich des Preises, der von der Emittentin unter Zugrundelegung der Liquidität im Basiswert und im Ersatzvermögenswert bei Ersetzung des Basiswerts durch den Ersatzvermögenswert als Preis ihrer damit zusammenhängenden Absicherungsgeschäfte hinsichtlich des Ersatzvermögenswerts festgesetzt wird. Bei der Rollover-Marge kann es sich um einen Negativbetrag handeln;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Short Zertifikate auf Terminkontrakte auf Staatsanleihen, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der Kurs des Basiswerts (als Geldbetrag in der Währung des Finanzierungslevel) an der Börse zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese überschreitet. Ist ein solcher Kurs nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel; abzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der einem angemessenen Marktpreis des Kurses des Basiswerts entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Kurse des Basiswerts an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den letzten Handelstag im Stop-Loss-Kündigungsbewertungszeitraum;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und

höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelsschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts an der Börse zum Bewertungszeitpunkt am Kündigungstag der Emittentin (abzüglich etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Handelszeiten**“ bezeichnet in Bezug auf jede Börse ihre regulären planmäßigen Öffnungszeiten an jedem Handelstag;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgesetzt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) Ausübung. Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.
- (b) Stop-Loss-Ereignis. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) Kündigungsrecht der Emittentin. Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:
 - (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.

- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tüchtigkeit von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von

bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich,

und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Es erfolgt keine Bekanntgabe bzw. Veröffentlichung des Kurses des Basiswerts (oder der zur Ermittlung dieses Kurses benötigten Informationen) durch die Börse, oder der vorgenannte Kurs wird an dem Bewertungstag, dem Kündigungstag der Emittentin oder während des Stop-Loss-Kündigungsbewertungszeitraums vorübergehend oder dauerhaft nicht mehr von der Börse bereitgestellt bzw. ist von dort nicht mehr abrufbar; oder
- (b) Aussetzung des Handels. Es erfolgt eine wesentliche Aussetzung des Handels an der Börse oder an einer Zugehörigen Börse; oder
- (c) Wegfall des Preises. An der Börse wird der Handel in dem Basiswert nicht aufgenommen bzw. dauerhaft eingestellt; oder
- (d) Wesentliche Änderung der Formel. Seit dem Emissionstag ist eine wesentliche Änderung bei der zur Berechnung des Kurses des Basiswerts verwendeten Grundlage (u.a. einschließlich der Menge, Qualität oder Währung) bzw. Methodik eingetreten; oder
- (e) Wesentliche Änderung der Beschaffenheit. Seit dem Emissionstag ist eine wesentliche Änderung der Beschaffenheit bzw. Zusammensetzung des Kurses des Basiswerts eingetreten; oder
- (f) Mindesthandelsvolumen. Aufgrund der Anzahl der an der Börse gehandelten Kontrakte auf den Basiswert erklärt die Emittentin die Beeinträchtigung ihrer Fähigkeit zur Tätigkeit von Absicherungsgeschäften auf den Basiswert, da das Handelsvolumen in dem Basiswert an der Börse auf Null oder wesentlich gesunken ist; oder
- (g) Steuerbezogene Störung. Die Erhebung, Änderung oder Abschaffung von Aufwand-, Förder-, Umsatz-, Verbrauch-, Mehrwert-, Verkehrs-, Stempel- bzw. Urkundenstempel-, Eintragungs- oder ähnlicher Steuern, die auf den Basiswert erhoben bzw. auf dessen Grundlage berechnet werden (mit Ausnahme von Steuern, die auf die Brutto- oder Nettogesamterträge erhoben bzw. auf deren Grundlage berechnet

werden), durch eine staatliche oder Steuerbehörde nach dem Emissionstag, sofern eine solche Erhebung, Änderung oder Abschaffung unmittelbare Steigerungen bzw. Verluste bei dem Kurs des Basiswerts an dem Bewertungstag und/oder an jedem der drei auf den Bewertungstag und/oder den Kündigungstag der Emittentin folgenden Handelstage und/oder während des Stop-Loss-Kündigungsbewertungszeitraums gegenüber dem Stand zur Folge hat, den der Kurs des Basiswerts ohne die vorgenannte Steuererhebung, Steueränderung oder Steuerabschaffung gehabt hätte; oder

- (h) Handelsbeschränkung. Die wesentliche Beschränkung des Handels in dem Basiswert an einer Börse oder in einem Haupthandelsmarkt in Bezug auf den Basiswert oder die darauf bestehenden Kontrakte; oder
- (i) Verzug Staatlicher Stellen. In Bezug auf Wertpapiere oder Geldverbindlichkeiten, die durch eine Staatliche Stelle begeben, garantiert bzw. eingegangen wurden, tritt ein Verzug, ein Kündigungsgrund oder ein sonstiger vergleichbarer Umstand bzw. ein sonstiges vergleichbares Ereignis gleich welcher Art ein, u.a. einschließlich (i) einer nicht fristgerecht geleisteten Zahlung von fälligen Kapitalbeträgen, Zinsen oder sonstigen Beträgen in voller Höhe (ohne Berücksichtigung etwaiger Nachfristen) auf solche Wertpapiere, Geldverbindlichkeiten oder Garantien, (ii) eines verhängten bzw. erklärten Moratoriums, Stillhaltezeitraums, Verzichts oder einer erklärten Stundung, Nichtanerkennung oder Umschuldung von fälligen Kapitalbeträgen, Zinsen oder sonstigen Beträgen auf solche Wertpapiere, Geldverbindlichkeiten oder Garantien, oder (iii) der Ergänzung oder Änderung der Zahlungsbedingungen für fällige Kapitalbeträge, Zinsen oder sonstige Beträge auf solche Wertpapiere, Geldverbindlichkeiten oder Garantien ohne die Zustimmung sämtlicher Gläubiger einer solchen Verbindlichkeit. Die Feststellung, ob ein Verzug, ein Kündigungsgrund oder ein sonstiger vergleichbarer Umstand bzw. ein sonstiges vergleichbares Ereignis vorliegt bzw. eingetreten ist, ist ohne Rücksicht auf eine fehlende bzw. angeblich fehlende Befugnis oder Fähigkeit der betreffenden Staatlichen Stelle zu treffen, solche Wertpapiere, Geldverbindlichkeiten oder Garantien zu begeben, einzugehen bzw. zu übernehmen; oder
- (j) Verstaatlichung. Eine Staatliche Stelle nimmt eine Enteignung, Einziehung, Beschlagnahme oder Verstaatlichung vor oder ergreift eine sonstige Maßnahme, infolge derer der Emittentin (oder einem ihrer verbundenen Unternehmen) in dem Land, in dem sich die Staatliche Stelle befindet, sämtliche Vermögenswerte oder ein wesentlicher Teil davon entzogen werden; oder

- (k) Moratorium. In dem Land, in dem sich die Börse oder die Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder
- (l) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

In diesem Zusammenhang bezeichnet „**Staatliche Stelle**“ alle *de facto* oder *de iure* staatlichen Stellen (einschließlich der dazu gehörenden Behörden oder Organe, Gerichte, rechtsprechenden, verwaltungsbehördlichen oder sonstigen staatlichen Stellen) oder sonstigen (privatrechtlichen oder öffentlich-rechtlichen) Personen (einschließlich der jeweiligen Zentralbank), die mit Aufsichtsfunktionen über die Finanzmärkte in dem Land betraut sind, auf welches sich der Basiswert *de facto* bezieht.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF TERMINKONTRAKTE AUF ROHSTOFFE

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Endgültiger Referenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Stop-Loss-Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen, sofern in den maßgeblichen Endgültigen Bedingungen angegeben, wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten; abzüglich
- (c) der Rollover-Marge, falls eine solche an einem Rollover-Tag zu bestimmen ist.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Basiswerts bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-

Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Handelstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts bei Handelsschluss an der Börse zum Bewertungszeitpunkt am Bewertungstag (abzüglich etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Kurs festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Kurses des Basiswerts bei Handelsschluss an dem betreffenden Tag beruht, wobei die jeweils herrschenden

Marktbedingungen, der zuletzt veröffentlichte Kurs des Basiswerts an der Börse sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) Aktuelle Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In

diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Basiswert**“ bezeichnet zum Emissionstag den Basiswert, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist; danach wird die Emittentin während der Handelszeiten am Rollover-Tag eine Ersetzung durch einen in finanzieller Hinsicht gleichwertigen Basiswert (der „**Ersatzvermögenswert**“) vornehmen, der von der Emittentin ausgewählt wird. Im Anschluss daran gilt der Ersatzvermögenswert in jeder Hinsicht als der Basiswert;

„**Kurs des Basiswerts**“ bezeichnet den aktuellen Kurs des Basiswerts. Zur Klarstellung wird darauf hingewiesen, dass es sich hier nicht um den Terminkontraktwert, sondern um den Terminkontraktwert dividiert durch den anwendbaren Kontraktfaktor (entspricht einem (1) Terminkontraktpunkt) handelt,

der auf der anwendbaren Bildschirmseite angezeigt wird, die in den maßgeblichen Endgültigen Bedingungen angegeben ist. Existiert die oben angegebene Seite nicht, so gilt eine andere von der Berechnungsstelle festlegte Seite;

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Basiswert gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag oder, falls in den betreffenden Monat ein Rollover-Tag fällt, auf den auf diesen folgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Rollover-Tag**“ bezeichnet den Tag oder Zeitraum, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Rollover-Marge**“ bezeichnet die angemessene Marge, die von der Emittentin als der Preis für die Auflösung ihrer Absicherungsgeschäfte hinsichtlich des Basiswerts festgesetzt wird, abzüglich des Preises, der von der Emittentin unter Zugrundelegung der Liquidität im Basiswert und im Ersatzvermögenswert bei Ersetzung des Basiswerts durch den Ersatzvermögenswert als der Preis ihrer damit zusammenhängenden Absicherungsgeschäfte hinsichtlich des Ersatzvermögenswerts festgesetzt wird. Bei der Rollover-Marge kann es sich um einen Negativbetrag handeln;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Long Zertifikate auf Terminkontrakte auf Rohstoffe, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der Kurs des Basiswerts (als Geldbetrag in der Währung des Finanzierungslevel) zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese unterschreitet. Ist ein solcher Kurs nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel; zuzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der einem angemessenen Marktpreis des Basiswerts entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Kurse des Basiswerts an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den letzten Handelstag im Stop-Loss-Kündigungsbewertungszeitraum;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts an der Börse zum Bewertungszeitpunkt am Kündigungstag der Emittentin (unter Berücksichtigung etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Handelszeiten**“ bezeichnet in Bezug auf jede Börse ihre regulären planmäßigen Öffnungszeiten an dem Rollover-Tag;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) Ausübung. Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.

- (b) Stop-Loss-Ereignis. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) Kündigungsrecht der Emittentin. Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:
 - (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tätigkeit von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere

„US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Es erfolgt keine Bekanntgabe bzw. Veröffentlichung des Kurses des Basiswerts (oder der zur Ermittlung dieses Kurses benötigten Informationen) durch die Börse, oder der vorgenannte Kurs wird an dem Bewertungstag, dem Kündigungstag der Emittentin oder während des Stop-Loss-Kündigungsbewertungszeitraums vorübergehend oder dauerhaft nicht mehr von der Börse bereitgestellt bzw. ist von dort nicht mehr abrufbar; oder
- (b) Aussetzung des Handels. Es erfolgt eine wesentliche Aussetzung des Handels an der Börse oder an einer Zugehörigen Börse; oder
- (c) Wegfall des Preises. An der Börse wird der Handel in dem Basiswert nicht aufgenommen bzw. dauerhaft eingestellt; oder
- (d) Wesentliche Änderung der Formel. Seit dem Emissionstag ist eine wesentliche Änderung bei der zur Berechnung des Kurses des Basiswerts verwendeten Grundlage (u.a. einschließlich der Menge, Qualität oder Währung) bzw. Methodik eingetreten; oder
- (e) Wesentliche Änderung der Beschaffenheit. Seit dem Emissionstag ist eine wesentliche Änderung der Beschaffenheit bzw. Zusammensetzung des Basiswerts eingetreten; oder
- (f) Mindesthandelsvolumen. Aufgrund der Anzahl der an der Börse gehandelten Kontrakte auf den Basiswert erklärt die Emittentin die Beeinträchtigung ihrer Fähigkeit zur Tätigkeit von Absicherungsgeschäften auf den Basiswert, da das Handelsvolumen in dem Basiswert an der Börse auf Null oder wesentlich gesunken ist; oder
- (g) Steuerbezogene Störung. Die Erhebung, Änderung oder Abschaffung von Aufwand-, Förder-, Umsatz-, Verbrauch-, Mehrwert-, Verkehrs-, Stempel- bzw. Urkundenstempel-, Eintragungs- oder ähnlicher Steuern, die auf den Basiswert erhoben bzw. auf dessen Grundlage berechnet werden (mit Ausnahme von Steuern, die auf die Brutto- oder Nettogesamterträge erhoben bzw. auf deren Grundlage berechnet werden), durch eine staatliche oder Steuerbehörde nach dem Emissionstag, sofern eine solche Erhebung, Änderung oder Abschaffung unmittelbare Steigerungen bzw. Verluste bei dem Kurs des Basiswerts an dem Bewertungstag und/oder an jedem der

drei auf den Bewertungstag und/oder den Kündigungstag der Emittentin folgenden Handelstage und/oder während des Stop-Loss-Kündigungsbewertungszeitraums gegenüber dem Stand zur Folge hat, den der Basiswert ohne die vorgenannte Steuererhebung, Steueränderung oder Steuerabschaffung gehabt hätte; oder

- (h) Handelsbeschränkung. Die wesentliche Beschränkung des Handels in dem Basiswert an einer Börse oder in einem Haupthandelsmarkt in Bezug auf den Basiswert oder die darauf bestehenden Kontrakte; oder
- (i) Moratorium. In dem Land, in dem sich die Börse oder die Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder
- (j) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG QUANTO ZERTIFIKATE AUF TERMINKONTRAKTE AUF ROHSTOFFE

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Aufgelaufene Quanto Absicherungsgebühren**“ bezeichnet einen von der Berechnungsstelle ermittelten Betrag in der Währung des Finanzierungslevel, der dem Gesamtbetrag der im aktuellen Berechnungszeitraum aufgelaufenen Quanto Absicherungsgebühren entspricht. Die Aufgelaufenen Quanto Absicherungsgebühren können negativ sein;

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

- (a) Bei Ausübung durch den Inhaber:
(Endgültiger Referenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder
- (b) Bei Ausübung des Kündigungsrechts der Emittentin:
(Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder
- (c) Bei Eintritt eines Stop-Loss-Ereignisses:
(Stop-Loss-Kündigungsreferenzpreis – Aktueller Finanzierungslevel) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem Wechselkurs in die Abrechnungswährung umzurechnen (falls anwendbar), wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; zuzüglich
- (b) der Finanzierungskosten; abzüglich
- (c) der Rollover-Marge, falls eine solche an einem Rollover-Tag zu bestimmen ist; abzüglich
- (d) der Aufgelaufenen Quanto Absicherungsgebühren.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Basiswerts bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlagssatz**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, einen festen Wechselkurs, wobei eine Einheit der Währung des Finanzierungslevel einer Einheit der Abrechnungswährung entspricht;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Handelstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts bei Handelsschluss an der Börse zum Bewertungszeitpunkt am Bewertungstag (abzüglich etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen

unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Kurs festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Kurses des Basiswerts bei Handelsschluss an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Kurs des Basiswerts an der Börse sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) Aktuelle Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Anfängliche Höhe der Quanto Absicherungsgebühr**“ bezeichnet die Höhe, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Auflegungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem

das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Quanto Absicherungsgebühr**“ bezeichnet eine Gebühr in der Währung des Finanzierungslevel zur Deckung der Kosten, die im Rahmen der Einrichtung des Wechselkurses in Bezug auf die Wertpapiere anfallen. Sie wird ab dem Auflegungstag an jedem Geschäftstag von der Berechnungsstelle nach folgender Formel berechnet:

$$\text{Quanto Absicherungsreferenzpreis} \times \text{Höhe der Quanto Absicherungsgebühr} \times \text{Anzahl der seit dem letzten Geschäftstag (einschließlich des aktuellen Tages) verstrichenen Kalendertage} \text{ dividiert durch } 360.$$

Wenn die Emittentin durch die Einrichtung des Wechselkurses einen Gewinn realisiert, kann die Quanto Absicherungsgebühr negativ sein;

„**Höhe der Quanto Absicherungsgebühr**“ bezeichnet in Bezug auf den Auflegungstag die Anfängliche Höhe der Quanto Absicherungsgebühr und danach die maßgebliche Höhe der Quanto Absicherungsgebühr, wie von der Berechnungsstelle festgelegt. Die Berechnungsstelle kann die Höhe der Quanto Absicherungsgebühr für jeden Tag nach ihrem billigen Ermessen neu festsetzen, wobei sie die jeweils vorherrschenden Marktbedingungen, die Korrelation zwischen dem Basiswert und dem jeweils geltenden Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, die Zinssätze für diese Währungen sowie alle sonstigen Faktoren berücksichtigt, die von der Berechnungsstelle im Rahmen der Bestimmung der Kosten, die mit der Einrichtung des Quanto Merkmals für die Wertpapiere verbunden sind, als maßgeblich erachtet werden. Die Höhe der Quanto Absicherungsgebühr kann auch negativ sein;

„**Quanto Absicherungsreferenzpreis**“ bezeichnet in Bezug auf jeden Geschäftstag einen Betrag in Höhe des Kurses des Basiswerts zum Bewertungszeitpunkt am unmittelbar vorhergehenden Handelstag, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Basiswert**“ bezeichnet zum Emissionstag den Basiswert, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist; danach wird die Emittentin während der Handelszeiten am Rollover-Tag eine Ersetzung durch einen in finanzieller Hinsicht gleichwertigen Basiswert (der „**Ersatzvermögenswert**“) vornehmen, der von der Emittentin ausgewählt wird. Im Anschluss daran gilt der Ersatzvermögenswert in jeder Hinsicht als der Basiswert;

„**Kurs des Basiswerts**“ bezeichnet den aktuellen Kurs des Basiswerts. Zur Klarstellung wird darauf hingewiesen, dass es sich hier nicht um den Terminkontraktwert, sondern um den Terminkontraktwert dividiert durch den anwendbaren Kontraktfaktor (entspricht einem (1) Terminkontraktpunkt) handelt, der auf der anwendbaren Bildschirmseite angezeigt wird, die in den maßgeblichen Endgültigen

Bedingungen angegeben ist. Existiert die oben angegebene Seite nicht, so gilt eine andere von der Berechnungsstelle festlegte Seite;

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Basiswert gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag oder, falls in den betreffenden Monat ein Rollover-Tag fällt, auf den auf diesen folgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Rollover-Tag**“ bezeichnet den Tag oder Zeitraum, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Rollover-Marge**“ bezeichnet die angemessene Marge, die von der Emittentin als der Preis für die Auflösung ihrer Absicherungsgeschäfte hinsichtlich des Basiswerts festgesetzt wird, abzüglich des Preises, der von der Emittentin unter Zugrundelegung der Liquidität im Basiswert und im Ersatzvermögenswert bei Ersetzung des Basiswerts durch den Ersatzvermögenswert als der Preis ihrer damit zusammenhängenden Absicherungsgeschäfte hinsichtlich des Ersatzvermögenswerts festgesetzt wird. Bei der Rollover-Marge kann es sich um einen Negativbetrag handeln;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Long Quanto Zertifikate auf Terminkontrakte auf Rohstoffe, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der Kurs des Basiswerts (als Geldbetrag in der Währung des Finanzierungslevel) zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese unterschreitet. Ist ein solcher Kurs nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel; zuzüglich
- (b) des Aktuelle Stop-Loss-Aufschlags.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der einem angemessenen Marktpreis des Basiswerts entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Kurse des Basiswerts an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den letzten Handelstag im Stop-Loss-Kündigungsbewertungszeitraum;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts an der Börse zum Bewertungszeitpunkt am Kündigungstag der Emittentin (unter Berücksichtigung etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Handelszeiten**“ bezeichnet in Bezug auf jede Börse ihre regulären planmäßigen Öffnungszeiten an dem Rollover-Tag;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) Ausübung. Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.

- (b) Stop-Loss-Ereignis. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) Kündigungsrecht der Emittentin. Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:
 - (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tätigkeit von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere

„US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (*United States Commodity Exchange Act*) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Es erfolgt keine Bekanntgabe bzw. Veröffentlichung des Kurses des Basiswerts (oder der zur Ermittlung dieses Kurses benötigten Informationen) durch die Börse, oder der vorgenannte Kurs wird an dem Bewertungstag, dem Kündigungstag der Emittentin oder während des Stop-Loss-Kündigungsbewertungszeitraums vorübergehend oder dauerhaft nicht mehr von der Börse bereitgestellt bzw. ist von dort nicht mehr abrufbar; oder
- (b) Aussetzung des Handels. Es erfolgt eine wesentliche Aussetzung des Handels an der Börse oder an einer Zugehörigen Börse; oder
- (c) Wegfall des Preises. An der Börse wird der Handel in dem Basiswert nicht aufgenommen bzw. dauerhaft eingestellt; oder
- (d) Wesentliche Änderung der Formel. Seit dem Emissionstag ist eine wesentliche Änderung bei der zur Berechnung des Kurses des Basiswerts verwendeten Grundlage (u.a. einschließlich der Menge, Qualität oder Währung) bzw. Methodik eingetreten; oder
- (e) Wesentliche Änderung der Beschaffenheit. Seit dem Emissionstag ist eine wesentliche Änderung der Beschaffenheit bzw. Zusammensetzung des Basiswerts eingetreten; oder
- (f) Mindesthandelsvolumen. Aufgrund der Anzahl der an der Börse gehandelten Kontrakte auf den Basiswert erklärt die Emittentin die Beeinträchtigung ihrer Fähigkeit zur Tätigkeit von Absicherungsgeschäften auf den Basiswert, da das Handelsvolumen in dem Basiswert an der Börse auf Null oder wesentlich gesunken ist; oder
- (g) Steuerbezogene Störung. Die Erhebung, Änderung oder Abschaffung von Aufwand-, Förder-, Umsatz-, Verbrauch-, Mehrwert-, Verkehrs-, Stempel- bzw. Urkundenstempel-, Eintragungs- oder ähnlicher Steuern, die auf den Basiswert erhoben bzw. auf dessen Grundlage berechnet werden (mit Ausnahme von Steuern, die auf die Brutto- oder Nettogesamterträge erhoben bzw. auf deren Grundlage berechnet werden), durch eine staatliche oder Steuerbehörde nach dem Emissionstag, sofern eine solche Erhebung, Änderung oder Abschaffung unmittelbare Steigerungen bzw. Verluste bei dem Kurs des Basiswerts an dem Bewertungstag und/oder an jedem der

drei auf den Bewertungstag und/oder den Kündigungstag der Emittentin folgenden Handelstage und/oder während des Stop-Loss-Kündigungsbewertungszeitraums gegenüber dem Stand zur Folge hat, den der Basiswert ohne die vorgenannte Steuererhebung, Steueränderung oder Steuerabschaffung gehabt hätte; oder

- (h) Handelsbeschränkung. Die wesentliche Beschränkung des Handels in dem Basiswert an einer Börse oder in einem Haupthandelsmarkt in Bezug auf den Basiswert oder die darauf bestehenden Kontrakte; oder
- (i) Moratorium. In dem Land, in dem sich die Börse oder die Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder
- (j) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF TERMINKONTRAKTE AUF ROHSTOFFE

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbrieften Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Aktueller Finanzierungslevel – Endgültiger Referenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Aktueller Finanzierungslevel – Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Aktueller Finanzierungslevel – Stop-Loss-Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem geltenden Wechselkurs in die Abrechnungswährung umzurechnen, sofern in den maßgeblichen Endgültigen Bedingungen angegeben, wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; abzüglich
- (b) der Finanzierungskosten; abzüglich
- (c) der Rollover-Marge, falls eine solche an einem Rollover-Tag zu bestimmen ist.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Basiswerts bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-

Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlag-satz**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, den Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, der jeweils von der Berechnungsstelle unter Heranziehung der Quellen festgestellt wird, die von der Berechnungsstelle nach ihrem billigen Ermessen in dem jeweiligen Zeitpunkt als zweckmäßig erachtet werden;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Handelstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts bei Handelsschluss an der Börse zum Bewertungszeitpunkt am Bewertungstag (abzüglich etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Kurs festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Kurses des Basiswerts bei Handelsschluss an dem betreffenden Tag beruht, wobei die jeweils herrschenden

Marktbedingungen, der zuletzt veröffentlichte Kurs des Basiswerts an der Börse sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) Aktuelle Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In

diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Kündigungsreferenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Basiswert**“ bezeichnet zum Emissionstag den Basiswert, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist; danach wird die Emittentin während der Handelszeiten am Rollover-Tag eine Ersetzung durch einen in finanzieller Hinsicht gleichwertigen Basiswert (der „**Ersatzvermögenswert**“) vornehmen, der von der Emittentin ausgewählt wird. Im Anschluss daran gilt der Ersatzvermögenswert in jeder Hinsicht als der Basiswert;

„**Kurs des Basiswerts**“ bezeichnet den aktuellen Kurs des Basiswerts. Zur Klarstellung wird darauf hingewiesen, dass es sich hier nicht um den Terminkontraktwert, sondern um den Terminkontraktwert dividiert durch den anwendbaren Kontraktfaktor (entspricht einem (1) Terminkontraktpunkt) handelt,

der auf der anwendbaren Bildschirmseite angezeigt wird, die in den maßgeblichen Endgültigen Bedingungen angegeben ist. Existiert die oben angegebene Seite nicht, so gilt eine andere von der Berechnungsstelle festlegte Seite;

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Basiswert gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag oder, falls in den betreffenden Monat ein Rollover-Tag fällt, auf den auf diesen folgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Rollover-Tag**“ bezeichnet den Tag oder Zeitraum, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Rollover-Marge**“ bezeichnet die angemessene Marge, die von der Emittentin als der Preis für die Auflösung ihrer Absicherungsgeschäfte hinsichtlich des Basiswerts festgesetzt wird, abzüglich des Preises, der von der Emittentin unter Zugrundelegung der Liquidität im Basiswert und im Ersatzvermögenswert bei Ersetzung des Basiswerts durch den Ersatzvermögenswert als der Preis ihrer damit zusammenhängenden Absicherungsgeschäfte hinsichtlich des Ersatzvermögenswerts festgesetzt wird. Bei der Rollover-Marge kann es sich um einen Negativbetrag handeln;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Short Zertifikate auf Terminkontrakte auf Rohstoffe, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der Kurs des Basiswerts (als Geldbetrag in der Währung des Finanzierungslevel) zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese überschreitet. Ist ein solcher Kurs nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel; abzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der einem angemessenen Marktpreis des Basiswerts entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Kurse des Basiswerts an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den letzten Handelstag im Stop-Loss-Kündigungsbewertungszeitraum;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelsschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf

die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts an der Börse zum Bewertungszeitpunkt am Kündigungstag der Emittentin (unter Berücksichtigung etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Handelszeiten**“ bezeichnet in Bezug auf jede Börse ihre regulären planmäßigen Öffnungszeiten an dem Rollover-Tag;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) Ausübung. Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an

einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.

- (b) Stop-Loss-Ereignis. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) Kündigungsrecht der Emittentin. Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:
 - (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle

mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tätigkeit von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures*

Trading Commission) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere „US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (United States Commodity Exchange Act) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr

zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Es erfolgt keine Bekanntgabe bzw. Veröffentlichung des Kurses des Basiswerts (oder der zur Ermittlung dieses Kurses benötigten Informationen) durch die Börse, oder der vorgenannte Kurs wird an dem Bewertungstag, dem Kündigungstag der Emittentin oder während des Stop-Loss-Kündigungsbewertungszeitraums vorübergehend oder dauerhaft nicht mehr von der Börse bereitgestellt bzw. ist von dort nicht mehr abrufbar; oder
- (b) Aussetzung des Handels. Es erfolgt eine wesentliche Aussetzung des Handels an der Börse oder an einer Zugehörigen Börse; oder
- (c) Wegfall des Preises. An der Börse wird der Handel in dem Basiswert nicht aufgenommen bzw. dauerhaft eingestellt; oder
- (d) Wesentliche Änderung der Formel. Seit dem Emissionstag ist eine wesentliche Änderung bei der zur Berechnung des Kurses des Basiswerts verwendeten Grundlage (u.a. einschließlich der Menge, Qualität oder Währung) bzw. Methodik eingetreten; oder
- (e) Wesentliche Änderung der Beschaffenheit. Seit dem Emissionstag ist eine wesentliche Änderung der Beschaffenheit bzw. Zusammensetzung des Basiswerts eingetreten; oder
- (f) Mindesthandelsvolumen. Aufgrund der Anzahl der an der Börse gehandelten Kontrakte auf den Basiswert erklärt die Emittentin die Beeinträchtigung ihrer Fähigkeit zur Tätigkeit von Absicherungsgeschäften auf den Basiswert, da das Handelsvolumen in dem Basiswert an der Börse auf Null oder wesentlich gesunken ist; oder
- (g) Steuerbezogene Störung. Die Erhebung, Änderung oder Abschaffung von Aufwand-, Förder-, Umsatz-, Verbrauch-, Mehrwert-, Verkehrs-, Stempel- bzw. Urkundenstempel-, Eintragungs- oder ähnlicher Steuern, die auf den Basiswert erhoben bzw. auf dessen Grundlage berechnet werden (mit Ausnahme von Steuern, die auf die Brutto- oder Nettogesamterträge erhoben bzw. auf deren Grundlage berechnet werden), durch eine staatliche oder Steuerbehörde nach dem Emissionstag, sofern

eine solche Erhebung, Änderung oder Abschaffung unmittelbare Steigerungen bzw. Verluste bei dem Kurs des Basiswerts an dem Bewertungstag und/oder an jedem der drei auf den Bewertungstag und/oder den Kündigungstag der Emittentin folgenden Handelstage und/oder während des Stop-Loss-Kündigungsbewertungszeitraums gegenüber dem Stand zur Folge hat, den der Basiswert ohne die vorgenannte Steuererhebung, Steueränderung oder Steuerabschaffung gehabt hätte; oder

- (h) Handelsbeschränkung. Die wesentliche Beschränkung des Handels in dem Basiswert an einer Börse oder in einem Haupthandelsmarkt in Bezug auf den Basiswert oder die darauf bestehenden Kontrakte; oder
- (i) Moratorium. In dem Land, in dem sich die Börse oder die Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder
- (j) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT QUANTO ZERTIFIKATE AUF TERMINKONTRAKTE AUF ROHSTOFFE

Die nachstehenden Produktbedingungen beziehen sich auf die Wertpapiere und sind in Verbindung mit den Allgemeinen Bedingungen zu lesen, die den Produktbedingungen beigelegt sind. Die Allgemeinen Bedingungen und die Produktbedingungen bilden zusammen die Bedingungen der Wertpapiere und werden einer die Wertpapiere gegebenenfalls verbriefenden Globalurkunde beigelegt.

1. BEGRIFFSBESTIMMUNGEN

„**Aufgelaufene Quanto Absicherungsgebühren**“ bezeichnet einen von der Berechnungsstelle ermittelten Betrag in der Währung des Finanzierungslevel, der dem Gesamtbetrag der im aktuellen Berechnungszeitraum aufgelaufenen Quanto Absicherungsgebühren entspricht. Die Aufgelaufenen Quanto Absicherungsgebühren können negativ sein;

„**Geschäftstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in London abwickeln, sowie einen Tag, an dem jede Clearingstelle für den Geschäftsverkehr geöffnet ist;

„**Berechnungszeitraum**“ bezeichnet die Anzahl der Kalendertage zwischen einem Anpassungstag (ausschließlich) und dem nächstfolgenden Anpassungstag (einschließlich);

„**Barbetrag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen von der Berechnungsstelle nach der folgenden Formel ermittelten Betrag:

(a) Bei Ausübung durch den Inhaber:

(Aktueller Finanzierungslevel – Endgültiger Referenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Ausübungsbarbetrag**“); oder

(b) Bei Ausübung des Kündigungsrechts der Emittentin:

(Aktueller Finanzierungslevel – Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Kündigungsbarbetrag**“); oder

(c) Bei Eintritt eines Stop-Loss-Ereignisses:

(Aktueller Finanzierungslevel – Stop-Loss-Kündigungsreferenzpreis) x Bezugsverhältnis, abzüglich der Kosten (der „**Stop-Loss-Barbetrag**“);

dies gilt mit der Maßgabe, dass der Barbetrag nicht geringer als null ist. Der Barbetrag ist zu dem Wechselkurs in die Abrechnungswährung umzurechnen (soweit anwendbar), wobei der Betrag in der Abrechnungswährung auf die nächsten zwei Dezimalstellen gerundet wird (bei einem Wert von 0,005 wird abgerundet);

„**Clearingstelle**“ bezeichnet jede Clearingstelle und jedes Clearingsystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, sowie alle weiteren oder alternativen Clearingstellen bzw. Clearingsysteme, die von Zeit zu Zeit von der Emittentin zugelassen und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt werden (einzeln jeweils als „**Clearingstelle**“ und zusammen als „**Clearingstellen**“ bezeichnet);

„**Aktueller Finanzierungslevel**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der von der Berechnungsstelle an jedem Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte Zahlungen in der Währung des Finanzierungslevel abwickeln, nach folgender Formel ermittelt wird:

- (a) der Aktuelle Finanzierungslevel am vorangegangenen Anpassungstag; abzüglich
- (b) der Finanzierungskosten; abzüglich
- (c) der Rollover-Marge, falls eine solche an einem Rollover-Tag zu bestimmen ist; abzüglich
- (d) der Aufgelaufenen Quanto Absicherungsgebühren.

Der Aktuelle Finanzierungslevel am Emissionstag ist der Finanzierungslevel, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktuelle Finanzierungsmarge**“ bezeichnet den Satz (ausgedrückt als Prozentsatz pro Jahr), der von der Berechnungsstelle in ihrem billigen Ermessen unter Berücksichtigung der Währung des Finanzierungslevel, der herrschenden Marktbedingungen und sonstiger anderer Faktoren ermittelt wird, die von der Berechnungsstelle in ihrem billigen Ermessen als maßgeblich erachtet werden. Die Aktuelle Finanzierungsmarge kann an jedem Anpassungstag angepasst werden, unter Vorbehalt der Höchstfinanzierungsmarge pro Jahr. Wenn die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass der jeweils im Markt geltende Satz für das Beschaffen des Basiswerts bzw. für die Absicherung der Wertpapiere mittels Terminkontrakten den Satz wesentlich übersteigt, der am Emissionstag im Markt gegolten hat, kann die Aktuelle Finanzierungsmarge und/oder die Höchstfinanzierungsmarge aufgestockt werden, um dem Rechnung zu tragen. Die Aktuelle Finanzierungsmarge am Emissionstag ist die Marge, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Aktueller Stop-Loss-Aufschlag**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag in der Währung des Finanzierungslevel, der von der Berechnungsstelle an jedem Anpassungstag nach ihrem billigen Ermessen unter Berücksichtigung der aktuellen Marktbedingungen (u.a. einschließlich der Marktvolatilität) ermittelt wird. Der Aktuelle Stop-Loss-Aufschlag darf, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, in Bezug auf den Aktuellen Finanzierungslevel (vorbehaltlich etwaiger Rundungen) weder den Mindestaufschlag unterschreiten noch den Höchstaufschlag überschreiten. Der zur Berechnung des Aktuellen Stop-Loss-Aufschlags am Emissionstag herangezogene Prozentsatz (der „**Aktuelle Stop-Loss-Aufschlagssatz**“) ist als solcher in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Bezugsverhältnis**“ bezeichnet die Zahl, die als solches in den maßgeblichen Endgültigen Bedingungen angegeben ist, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3;

„**Börse**“ bezeichnet die Börse bzw. das Kursnotierungssystem, die bzw. das als solche(s) in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder jeden Nachfolger dieser Börse bzw. dieses Kursnotierungssystems;

„**Wechselkurs**“ bezeichnet, sofern es sich bei der Währung des Finanzierungslevel nicht um die Abrechnungswährung handelt, einen festen Wechselkurs, wobei eine Einheit der Währung des Finanzierungslevel einer Einheit der Abrechnungswährung entspricht;

„**Ausübung**“ bezeichnet das Recht eines Inhabers, die Wertpapiere gemäß der Produktbedingung 2 auszuüben;

„**Ausübungstag**“ bezeichnet, vorbehaltlich eines Stop-Loss-Ereignisses, den dritten Handelstag vor dem vorgesehenen Bewertungstag, wie in der Produktbedingung 2 bestimmt;

„**Ausübungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kosten**“ bezeichnet sämtliche Steuern, Abgaben und/oder Auslagen, einschließlich aller anfallenden Verwahrungs-, Transaktions- oder Ausübungskosten, Stempel- oder ähnlicher Steuern, Steuern oder Abgaben im Zusammenhang mit der Emission oder Übertragung von Wertpapieren und/oder sonstige Steuern oder Abgaben, die im Zusammenhang mit (a) der Ausübung des betreffenden Wertpapiers und/oder (b) einer nach der Ausübung oder anderweitig in Bezug auf das betreffende Wertpapier fälligen Zahlung bzw. Lieferung anfallen;

„**Endgültiger Referenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, einen Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts bei Handelsschluss an der Börse zum Bewertungszeitpunkt am Bewertungstag (abzüglich etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen

unberücksichtigt bleiben. Falls nach Auffassung der Berechnungsstelle kein solcher Kurs festgestellt werden kann und keine Marktstörung eingetreten ist und andauert, bezeichnet „Endgültiger Referenzpreis“ einen von der Berechnungsstelle in ihrem billigen Ermessen ermittelten Betrag, der auf einer nach Treu und Glauben von der Berechnungsstelle vorgenommenen Schätzung des Kurses des Basiswerts bei Handelsschluss an dem betreffenden Tag beruht, wobei die jeweils herrschenden Marktbedingungen, der zuletzt veröffentlichte Kurs des Basiswerts an der Börse sowie alle sonstigen Faktoren berücksichtigt werden, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Währung des Finanzierungslevel**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Finanzierungskosten**“ bezeichnet, vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, einen Betrag, der von der Berechnungsstelle für jeden Tag wie folgt ermittelt wird:

- (a) Aktuelle Finanzierungsmarge; multipliziert mit
- (b) dem Aktuellen Finanzierungslevel am vorangegangenen Anpassungstag; multipliziert mit
- (c) der Anzahl der im Berechnungszeitraum verstrichenen Kalendertage (einschließlich des aktuellen Tages) dividiert durch 360;

„**Anfänglicher Hebel**“ bezeichnet die Zahl, die als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist. Der Anfängliche Hebel ist nur indikativ vor dem Emissionstag und wird am Emissionstag ermittelt;

„**Anfängliche Höhe der Quanto Absicherungsgebühr**“ bezeichnet die Höhe, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emissionstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Emittentin**“ bezeichnet ABN AMRO Bank N.V., eine in den Niederlanden errichtete Bank mit Sitz in Amsterdam, die über ihre Hauptniederlassung in den Niederlanden oder ihre Londoner Niederlassung oder weitere bzw. andere Niederlassungen handelt, wie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben;

„**Kündigungsrecht der Emittentin**“ bezeichnet die Kündigung der Wertpapiere durch die Emittentin gemäß der Produktbedingung 2;

„**Frühester Ausübungstag des Kündigungsrechts der Emittentin**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Kündigungstag der Emittentin**“ bezeichnet den gemäß der Produktbedingung 2 mitgeteilten Tag. Ist dieser Tag kein Handelstag, so bezeichnet dieser Begriff den nächstfolgenden Handelstag, es sei denn, an diesem Tag liegt nach Auffassung der Berechnungsstelle eine Marktstörung vor. In diesem Fall ist der Kündigungstag der Emittentin der nächstfolgende Handelstag, an dem die Berechnungsstelle in ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, es sei denn, die Berechnungsstelle stellt in ihrem billigen Ermessen fest, dass eine Marktstörung an jedem Tag der Maßgeblichen Anzahl von Handelstagen unmittelbar nach dem Tag, der der ursprüngliche Kündigungstag der Emittentin gewesen wäre (wenn keine Marktstörung eingetreten wäre), vorliegt. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als Kündigungstag der Emittentin (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Kündigungsreferenzpreis unter Berücksichtigung der dann herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden;

„**Kündigungsfrist der Emittentin**“ bezeichnet die Frist, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Auflegungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Marktstörung**“ bezeichnet jedes Ereignis, das als solches in der Produktbedingung 3 angegeben ist, sowie alle Zusätzlichen Marktstörungen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben sind;

„**Höchstfinanzierungsmarge**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Höchstaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Mindestaufschlag**“ bezeichnet den Satz, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Zahlstelle**“ bezeichnet jede Zahlstelle, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist und über ihre jeweilige Geschäftsstelle handelt, und zusammen als die „**Zahlstellen**“ bezeichnet werden, wobei dieser Begriff auch alle sonstigen Zahlstellen umfasst, die gemäß den Bestimmungen der Allgemeinen Bedingung 11 bestellt werden;

„**Zahlungstag**“ bezeichnet einen Tag (mit Ausnahme von Samstagen und Sonntagen), an dem Geschäftsbanken und Devisenmärkte im Hauptfinanzzentrum des Landes der Abrechnungswährung allgemein für Geschäfte (einschließlich Devisen- und Einlagengeschäfte in Fremdwährungen) geöffnet sind, oder, wenn es sich bei der Abrechnungswährung um Euro handelt, einen Tag, an dem

das Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System zur Verfügung steht;

„**Quanto Absicherungsgebühr**“ bezeichnet eine Gebühr in der Währung des Finanzierungslevel zur Deckung der Kosten, die im Rahmen der Einrichtung des Wechselkurses in Bezug auf die Wertpapiere anfallen. Sie wird ab dem Auflegungstag an jedem Geschäftstag von der Berechnungsstelle nach folgender Formel berechnet:

$$\text{Quanto Absicherungsreferenzpreis} \times \text{Höhe der Quanto Absicherungsgebühr} \times \text{Anzahl der seit dem letzten Geschäftstag (einschließlich des aktuellen Tages) verstrichenen Kalendertage} \text{ dividiert durch } 360.$$

Wenn die Emittentin durch die Einrichtung des Wechselkurses einen Gewinn realisiert, kann die Quanto Absicherungsgebühr negativ sein;

„**Höhe der Quanto Absicherungsgebühr**“ bezeichnet in Bezug auf den Auflegungstag die Anfängliche Höhe der Quanto Absicherungsgebühr und danach die maßgebliche Höhe der Quanto Absicherungsgebühr, wie von der Berechnungsstelle festgelegt. Die Berechnungsstelle kann die Höhe der Quanto Absicherungsgebühr für jeden Tag nach ihrem billigen Ermessen neu festsetzen, wobei sie die jeweils vorherrschenden Marktbedingungen, die Korrelation zwischen dem Basiswert und dem jeweils geltenden Wechselkurs zwischen der Währung des Finanzierungslevel und der Abrechnungswährung, die Zinssätze für diese Währungen sowie alle sonstigen Faktoren berücksichtigt, die von der Berechnungsstelle im Rahmen der Bestimmung der Kosten, die mit der Einrichtung des Quanto Merkmals für die Wertpapiere verbunden sind, als maßgeblich erachtet werden. Die Höhe der Quanto Absicherungsgebühr kann auch negativ sein;

„**Quanto Absicherungsreferenzpreis**“ bezeichnet in Bezug auf jeden Geschäftstag einen Betrag in Höhe des Kurses des Basiswerts zum Bewertungszeitpunkt am unmittelbar vorhergehenden Handelstag, wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Basiswert**“ bezeichnet zum Emissionstag den Basiswert, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist; danach wird die Emittentin während der Handelszeiten am Rollover-Tag eine Ersetzung durch einen in finanzieller Hinsicht gleichwertigen Basiswert (der „**Ersatzvermögenswert**“) vornehmen, der von der Emittentin ausgewählt wird. Im Anschluss daran gilt der Ersatzvermögenswert in jeder Hinsicht als der Basiswert;

„**Kurs des Basiswerts**“ bezeichnet den aktuellen Kurs des Basiswerts. Zur Klarstellung wird darauf hingewiesen, dass es sich hier nicht um den Terminkontraktwert, sondern um den Terminkontraktwert dividiert durch den anwendbaren Kontraktfaktor (entspricht einem (1) Terminkontraktpunkt) handelt, der auf der anwendbaren Bildschirmseite angezeigt wird, die in den maßgeblichen Endgültigen

Bedingungen angegeben ist. Existiert die oben angegebene Seite nicht, so gilt eine andere von der Berechnungsstelle festlegte Seite;

„**Zugehörige Börse**“ bezeichnet jede Börse bzw. jedes Kursnotierungssystem für Optionen bzw. Terminkontrakte, an der bzw. in dem Optionen oder Terminkontrakte oder sonstige Derivatkontrakte auf den Basiswert gehandelt werden;

„**Maßgebliche Anzahl von Handelstagen**“ bezeichnet die Anzahl von Handelstagen, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Anpassungstag**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben, den Emissionstag und danach (a) in jedem Kalendermonat jeden als solchen in den maßgeblichen Endgültigen Bedingungen angegebenen Tag, wobei der Anpassungstag, falls dieser Tag kein Geschäftstag ist, auf den nächstfolgenden Geschäftstag oder, falls in den betreffenden Monat ein Rollover-Tag fällt, auf den auf diesen folgenden Geschäftstag fällt, oder (b) jeden Geschäftstag, wie von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt;

„**Rollover-Tag**“ bezeichnet den Tag oder Zeitraum, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Rollover-Marge**“ bezeichnet die angemessene Marge, die von der Emittentin als der Preis für die Auflösung ihrer Absicherungsgeschäfte hinsichtlich des Basiswerts festgesetzt wird, abzüglich des Preises, der von der Emittentin unter Zugrundelegung der Liquidität im Basiswert und im Ersatzvermögenswert bei Ersetzung des Basiswerts durch den Ersatzvermögenswert als der Preis ihrer damit zusammenhängenden Absicherungsgeschäfte hinsichtlich des Ersatzvermögenswerts festgesetzt wird. Bei der Rollover-Marge kann es sich um einen Negativbetrag handeln;

„**Wertpapiere**“ bezeichnet jede Serie der MINI Future Short Quanto Zertifikate auf Terminkontrakte auf Rohstoffe, die in den maßgeblichen Endgültigen Bedingungen angegeben ist, wobei jedes dieser Zertifikate als „**Wertpapier**“ bezeichnet wird. Bezugnahmen auf die Begriffe „Wertpapiere“ und „Wertpapier“ gelten als separate Bezugnahme auf die jeweilige Serie, wie sie jeweils in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Serie**“ bezeichnet jede Serie von Wertpapieren, die in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungswährung**“ bezeichnet die Währung, die als solche in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Abrechnungstag**“ bezeichnet den Tag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Ereignis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich einer Anpassung gemäß der Produktbedingung 3, den Fall, dass der Kurs des Basiswerts (als Geldbetrag in der Währung des Finanzierungslevel) zu einem beliebigen Zeitpunkt an einem Handelstag (ab dem Emissionstag (einschließlich)), an dem nach Auffassung der Berechnungsstelle keine Marktstörung eingetreten ist, der Stop-Loss-Marke entspricht oder diese überschreitet. Ist ein solcher Kurs nicht verfügbar, so wird dieser von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt;

„**Stop-Loss-Marke**“ bezeichnet einen Betrag, der an jedem Anpassungstag berechnet wird (und als Geldbetrag in der Währung des Finanzierungslevel gilt), vorbehaltlich einer Anpassung gemäß der Produktbedingung 3. Dieser Betrag wird von der Berechnungsstelle nach ihrem billigen Ermessen ermittelt als:

- (a) der Aktuelle Finanzierungslevel; abzüglich
- (b) des Aktuellen Stop-Loss-Aufschlags.

Die Stop-Loss-Marke ist in der in den maßgeblichen Endgültigen Bedingungen angegebenen Weise zu runden. Die Stop-Loss-Marke am Emissionstag ist der Betrag, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist;

„**Stop-Loss-Kündigungstag**“ bezeichnet den ersten Handelstag, an dem das Stop-Loss-Ereignis eintritt;

„**Stop-Loss-Kündigungsreferenzpreis**“ bezeichnet, sofern in den maßgeblichen Endgültigen Bedingungen nicht anders angegeben und vorbehaltlich von Anpassungen gemäß der Produktbedingung 3, einen von der Berechnungsstelle nach ihrem billigen Ermessen festgestellten Betrag (als Geldbetrag in der Währung des Finanzierungslevel), der einem angemessenen Marktpreis des Basiswerts entspricht, wie durch die Berechnungsstelle unter Berücksichtigung der Kurse des Basiswerts an der Börse während des Stop-Loss-Kündigungsbewertungszeitraums festgestellt;

„**Stop-Loss-Kündigungsbewertungstag**“ bezeichnet den letzten Handelstag im Stop-Loss-Kündigungsbewertungszeitraum;

„**Stop-Loss-Kündigungsbewertungszeitraum**“ bezeichnet einen angemessenen Zeitraum nach Eintritt des Stop-Loss-Ereignisses, der von der Berechnungsstelle nach ihrem billigen Ermessen bestimmt wird, wobei dieser Zeitraum von der Liquidität im Markt des Basiswerts abhängt und höchstens drei Stunden andauern darf (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt). Tritt das Stop-Loss-Ereignis weniger als drei Stunden vor dem offiziellen Handelschluss an der Börse bzw. der Zugehörigen Börse ein (ohne Berücksichtigung eines Zeitraums, in dem eine Marktstörung vorliegt), so erstreckt sich dieser Zeitraum gegebenenfalls auf die darauffolgenden Handelstage, bis nach billigem Ermessen der Berechnungsstelle genau drei Stunden erreicht sind;

„**Kündigungsreferenzpreis**“ bezeichnet den Betrag (als Geldbetrag in der Währung des Finanzierungslevel) in Höhe des Kurses des Basiswerts an der Börse zum Bewertungszeitpunkt am Kündigungstag der Emittentin (unter Berücksichtigung etwaiger Market-Making-Margen in angemessener Höhe), wie von der bzw. für die Berechnungsstelle festgestellt, wobei etwaige nachträglich veröffentlichte Berichtigungen unberücksichtigt bleiben;

„**Handelstag**“ bezeichnet einen Tag, der an der Börse und jeder Zugehörigen Börse ein Handelstag ist (bzw. gewesen wäre, wenn keine Marktstörung eingetreten wäre), mit Ausnahme eines Tages, an dem der Handel an der Börse oder einer Zugehörigen Börse planmäßig vor dem regulären Handelsschluss an Wochentagen endet;

„**Handelszeiten**“ bezeichnet in Bezug auf jede Börse ihre regulären planmäßigen Öffnungszeiten an dem Rollover-Tag;

„**Bewertungstag**“ bezeichnet den Tag bzw. die Tage, der bzw. die als solche(r) in den maßgeblichen Endgültigen Bedingungen angegeben ist bzw. sind, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an diesem Tag eine Marktstörung eingetreten ist. In diesem Fall gilt der nächstfolgende Handelstag, an dem die Berechnungsstelle nach ihrem billigen Ermessen feststellt, dass keine Marktstörung vorliegt, als Bewertungstag, es sei denn, die Berechnungsstelle stellt nach ihrem billigen Ermessen fest, dass an jedem Tag der Maßgeblichen Anzahl von Handelstagen, die unmittelbar auf den Tag folgen, der ursprünglich ein Bewertungstag gewesen wäre (wenn keine Marktstörung eingetreten wäre), eine Marktstörung vorgelegen hat. In diesem Fall (a) gilt der letzte Tag der Maßgeblichen Anzahl von Handelstagen als der Bewertungstag (unabhängig von einer Marktstörung); und (b) ermittelt die Berechnungsstelle den Endgültigen Referenzpreis unter Berücksichtigung der jeweils herrschenden Marktbedingungen, des zuletzt veröffentlichten Kurses des Basiswerts an der Börse sowie aller sonstigen Faktoren, die von der Berechnungsstelle in ihrem billigen Ermessen jeweils als maßgeblich erachtet werden; und

„**Bewertungszeitpunkt**“ bezeichnet den Zeitpunkt, der als solcher in den maßgeblichen Endgültigen Bedingungen angegeben ist, oder einen anderen Zeitpunkt, der von der Emittentin nach ihrem billigen Ermessen festgelegt und den Inhabern gemäß der Allgemeinen Bedingung 4 mitgeteilt wird.

Definierte Begriffe, die nicht in diesen Produktbedingungen definiert werden, haben die ihnen in den Allgemeinen Bedingungen zugewiesene Bedeutung.

2. RECHTE UND VERFAHREN.

- (a) Ausübung. Sofern kein Stop-Loss-Ereignis eingetreten ist und ungeachtet einer Mitteilung über das Kündigungsrecht der Emittentin, können die Wertpapiere an einem Ausübungstag durch Einreichung einer Erklärung vor dem Ausübungszeitpunkt ausgeübt werden.

- (b) Stop-Loss-Ereignis. Bei Eintritt eines Stop-Loss-Ereignisses werden die Wertpapiere automatisch gekündigt. Ein Stop-Loss-Ereignis setzt das Kündigungsrecht der Emittentin und/oder die ordnungsgemäße Ausübung außer Kraft, wenn das Stop-Loss-Ereignis vor oder an einem Kündigungstag der Emittentin bzw. einem Bewertungstag eingetreten ist.
- (c) Kündigungsrecht der Emittentin. Die Emittentin kann die Wertpapiere vorbehaltlich einer wirksamen Ausübung oder des Eintritts eines Stop-Loss-Ereignisses insgesamt (aber nicht teilweise) an einem Geschäftstag kündigen, indem die Emittentin den Inhabern ihre Kündigungsabsicht mit einer Frist mitteilt, die mindestens der Kündigungsfrist der Emittentin entsprechen muss. Eine solche Mitteilung kann zu einem beliebigen Zeitpunkt ab dem Frühesten Kündigungstag der Emittentin (einschließlich) abgegeben werden. Sie hat gemäß den Bestimmungen in der Allgemeinen Bedingung 4 unter Angabe des Kündigungstags der Emittentin zu erfolgen.
- (d) Barausgleich. Jedes Wertpapier verbrieft das Recht des Inhabers, nach ordnungsgemäßer Ausübung, Kündigung aufgrund des Kündigungsrechts der Emittentin oder im Anschluss an ein Stop-Loss-Ereignis am Abrechnungstag jeweils die folgenden Beträge von der Emittentin zu erhalten, vorausgesetzt, der Inhaber hat eine ordnungsgemäß ausgefüllte Erklärung sowie eine Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt, eingereicht:
 - (i) nach einer wirksamen Ausübung den Ausübungsbarbetrag; oder
 - (ii) nach einer wirksamen Kündigung aufgrund des Kündigungsrechts der Emittentin den Kündigungsbarbetrag; oder
 - (iii) nach Eintritt eines Stop-Loss-Ereignisses den Stop-Loss-Barbetrag.
- (e) Allgemeines. Für die Vornahme oder Unterlassung von Maßnahmen jedweder Art im Zusammenhang mit den Wertpapieren haften die Emittentin, die Berechnungsstelle und eine Zahlstelle nur bei schuldhafter Verletzung wesentlicher Pflichten aus oder im Zusammenhang mit diesen Bedingungen oder einer vorsätzlichen oder grob fahrlässigen Verletzung sonstiger Pflichten.
- (f) Erklärungen. Sämtliche Zahlungen erfolgen vorbehaltlich der Einreichung einer ordnungsgemäß ausgefüllten Erklärung (eine „**Erklärung**“) bei einer Clearingstelle mit Kopie an die Hauptzahlstelle. Der Erklärungsvordruck ist während der üblichen Geschäftszeiten bei der angegebenen Geschäftsstelle jeder Zahlstelle erhältlich.

In der Erklärung ist:

- (i) die Anzahl der Wertpapiere anzugeben, auf die sie sich bezieht;
- (ii) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, von dem die Wertpapiere abzubuchen sind, auf die sich die Erklärung bezieht;
- (iii) die Clearingstelle unwiderruflich anzuweisen und zu ermächtigen, diese Wertpapiere von dem vorgenannten Konto an bzw. vor dem Abrechnungstag abzubuchen;
- (iv) die Nummer des bei der Clearingstelle geführten Kontos anzugeben, dem der Barbetrag (sofern zutreffend) für diese Wertpapiere gutzuschreiben ist;
- (v) zu bestätigen, dass es sich weder bei der die Erklärung abgebenden Person noch bei einer anderen Person, in deren Auftrag die Erklärung abgegeben wird, um eine US-Person oder eine Person in den Vereinigten Staaten handelt. Für die Zwecke dieser Bedingungen bezeichnet „**US-Person**“ (A) eine natürliche Person, die ein Einwohner oder Staatsangehöriger der Vereinigten Staaten ist; (B) eine Kapital- oder Personengesellschaft oder einen sonstigen Rechtsträger, der nach dem Recht der Vereinigten Staaten oder einer ihrer Gebietskörperschaften gegründet oder errichtet wurde oder der seinen Hauptgeschäftssitz in den Vereinigten Staaten hat; (C) ein Sonder- oder Treuhandvermögen, das unabhängig von der Quelle seiner Einkünfte der US-Bundeseinkommensteuer unterliegt; (D) jedes Treuhandvermögen, soweit ein Gericht in den Vereinigten Staaten in der Lage ist, die unmittelbare Aufsicht über dessen Verwaltung auszuüben, und soweit ein oder mehrere US-Treuhänder zur Überwachung aller wesentlichen Entscheidungen des Treuhandvermögens befugt sind; (E) einen Pensionsplan für Mitarbeiter, leitende Angestellte oder Vorstandsorgane einer Kapital- oder Personengesellschaft oder eines anderen in (B) angegebenen Rechtsträgers; (F) jeden hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträger, dessen Anteile zu mindestens 10 % im wirtschaftlichen Eigentum von Personen im Sinne von (A) bis (E) gehalten werden, wenn der betreffende Rechtsträger hauptsächlich zum Zweck der Tätigkeit von Anlagen durch diese Personen in einen Rohstoffpool errichtet wurde, dessen Betreiber von bestimmten Anforderungen gemäß Teil 4 der Vorschriften der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) befreit ist, dadurch dass es sich bei den daran beteiligten Personen nicht um US-Personen handelt; oder (G) jede andere

„US-Person“ im Sinne der Regulation S des US-Wertpapiergesetzes von 1933 in seiner geltenden Fassung oder im Sinne anderer Verordnungen, welche auf der Grundlage des US-Warenbörsengesetzes (United States Commodity Exchange Act) erlassen wurden; und

- (vi) der Vorlage dieser Erklärung in etwaigen Verwaltungs- oder Gerichtsverfahren zuzustimmen.
- (g) Nachweis. Bei jeder Erklärung hat der betreffende Inhaber seinen Bestand an solchen Wertpapieren in einer für die Hauptzahlstelle hinreichend zufriedenstellender Weise nachzuweisen.
- (h) Abrechnung. Die Emittentin hat die Zahlung des Barbetrags (sofern zutreffend) für jedes Wertpapier, für das eine Erklärung eingereicht wurde, mit Wertstellung am Abrechnungstag auf das Konto zu leisten bzw. zu veranlassen, das in der betreffenden Erklärung angegeben ist.
- (i) Feststellungen. Wird eine Erklärung nicht auf die vorstehend beschriebene Art und Weise ausgefüllt und bis zu dem in dieser Produktbedingung 2 angegebenen Zeitpunkt eingereicht, so wird sie, vorbehaltlich der nachfolgenden Bestimmungen, als ungültig behandelt.

Sollte die Hauptzahlstelle feststellen, dass eine Erklärung unvollständig ist oder nicht den Formvorschriften entspricht, so hat sie sich nach besten Kräften zu bemühen, dies dem betreffenden Inhaber unverzüglich mitzuteilen. Sofern keine grobe Fahrlässigkeit bzw. kein vorsätzliches Fehlverhalten seitens der Emittentin oder der Hauptzahlstelle vorliegt, haften diese nicht für ihre Handlungen oder Unterlassungen im Zusammenhang mit einer solchen Feststellung oder der Mitteilung einer solchen Feststellung an einen Inhaber.

Wird eine Erklärung zur Zufriedenheit der Hauptzahlstelle nachträglich berichtigt, so gilt sie als neue Erklärung, die erst im Zeitpunkt der Einreichung der berichtigten Erklärung bei der betreffenden Clearingstelle mit Kopie an die Hauptzahlstelle erfolgt ist.

- (j) Einreichung einer Erklärung. Die Einreichung einer Erklärung durch oder für einen Inhaber gilt im Hinblick auf die darin angegebenen Wertpapiere als unwiderruflich, und eine Erklärung kann nach ihrem Eingang bei einer Clearingstelle nicht mehr zurückgenommen werden. Nach Einreichung einer Erklärung dürfen die Wertpapiere, die Gegenstand der betreffenden Erklärung sind, nicht mehr übertragen werden.

3. ANPASSUNGEN

Marktstörung. Die Berechnungsstelle hat den Inhabern gemäß der Allgemeinen Bedingung 4 die Feststellung des Eintritts einer Marktstörung und den Inhalt der Anpassung(en) mitzuteilen. Eine „**Marktstörung**“ bezeichnet die folgenden Umstände:

- (a) Preisquellenstörung. Es erfolgt keine Bekanntgabe bzw. Veröffentlichung des Kurses des Basiswerts (oder der zur Ermittlung dieses Kurses benötigten Informationen) durch die Börse, oder der vorgenannte Kurs wird an dem Bewertungstag, dem Kündigungstag der Emittentin oder während des Stop-Loss-Kündigungsbewertungszeitraums vorübergehend oder dauerhaft nicht mehr von der Börse bereitgestellt bzw. ist von dort nicht mehr abrufbar; oder
- (b) Aussetzung des Handels. Es erfolgt eine wesentliche Aussetzung des Handels an der Börse oder an einer Zugehörigen Börse; oder
- (c) Wegfall des Preises. An der Börse wird der Handel in dem Basiswert nicht aufgenommen bzw. dauerhaft eingestellt; oder
- (d) Wesentliche Änderung der Formel. Seit dem Emissionstag ist eine wesentliche Änderung bei der zur Berechnung des Kurses des Basiswerts verwendeten Grundlage (u.a. einschließlich der Menge, Qualität oder Währung) bzw. Methodik eingetreten; oder
- (e) Wesentliche Änderung der Beschaffenheit. Seit dem Emissionstag ist eine wesentliche Änderung der Beschaffenheit bzw. Zusammensetzung des Basiswerts eingetreten; oder
- (f) Mindesthandelsvolumen. Aufgrund der Anzahl der an der Börse gehandelten Kontrakte auf den Basiswert erklärt die Emittentin die Beeinträchtigung ihrer Fähigkeit zur Tätigkeit von Absicherungsgeschäften auf den Basiswert, da das Handelsvolumen in dem Basiswert an der Börse auf Null oder wesentlich gesunken ist; oder
- (g) Steuerbezogene Störung. Die Erhebung, Änderung oder Abschaffung von Aufwand-, Förder-, Umsatz-, Verbrauch-, Mehrwert-, Verkehrs-, Stempel- bzw. Urkundenstempel-, Eintragungs- oder ähnlicher Steuern, die auf den Basiswert erhoben bzw. auf dessen Grundlage berechnet werden (mit Ausnahme von Steuern, die auf die Brutto- oder Nettogesamterträge erhoben bzw. auf deren Grundlage berechnet werden), durch eine staatliche oder Steuerbehörde nach dem Emissionstag, sofern eine solche Erhebung, Änderung oder Abschaffung unmittelbare Steigerungen bzw. Verluste bei dem Kurs des Basiswerts an dem Bewertungstag und/oder an jedem der

drei auf den Bewertungstag und/oder den Kündigungstag der Emittentin folgenden Handelstage und/oder während des Stop-Loss-Kündigungsbewertungszeitraums gegenüber dem Stand zur Folge hat, den der Basiswert ohne die vorgenannte Steuererhebung, Steueränderung oder Steuerabschaffung gehabt hätte; oder

- (h) Handelsbeschränkung. Die wesentliche Beschränkung des Handels in dem Basiswert an einer Börse oder in einem Haupthandelsmarkt in Bezug auf den Basiswert oder die darauf bestehenden Kontrakte; oder
- (i) Moratorium. In dem Land, in dem sich die Börse oder die Zugehörige Börse befindet, wird ein allgemeines Moratorium für Bankgeschäfte verhängt; oder
- (j) Sonstige Ereignisse. Sonstige den vorstehend beschriebenen Umständen ähnliche Ereignisse, die es für die Emittentin undurchführbar bzw. unmöglich machen würden, ihre Verpflichtungen in Bezug auf die Wertpapiere zu erfüllen.

Die Emittentin kann (i) die Wertpapiere kündigen oder (ii), sofern die Berechnungsstelle dies als angemessen erachtet, die Bedingungen anpassen, um den vorgenannten Ereignissen Rechnung zu tragen. Die Berechnungsstelle wird einem Inhaber, sobald dies nach Erhalt einer entsprechenden schriftlichen Anfrage durchführbar ist, sämtliche Feststellungen mitteilen, die sie gemäß dieser Produktbedingung 3 an bzw. vor dem Tag des Eingangs einer solchen Anfrage getroffen hat. Die Berechnungsstelle hat den Inhabern Kopien der vorgenannten Feststellungsunterlagen zur Verfügung zu stellen.

SIGNATURE PAGE

London, 11 September 2008

**ABN AMRO Bank N.V.,
London Branch**

By:

Signature

Signature

ADRIAN MULRYAN
Authorised Signatory

RICHARD BRUCE
Authorised Signatory

GERMAN CONVENIENCE TRANSLATION OF THE BASE PROSPECTUS

The following non-binding German language translation of the foregoing English language Base Prospectus is not a base prospectus in accordance with Section 6 of the German Securities Prospectus Act (*Wertpapierprospektgesetz*) and was not approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*).

Die nachfolgende unverbindliche deutschsprachige Übersetzung des vorstehenden englischsprachigen Basisprospekts stellt keinen Basisprospekt gemäß § 6 Wertpapierprospektgesetz dar und wurde nicht von der Bundesanstalt für Finanzdienstleistungsaufsicht gebilligt.

11. SEPTEMBER 2008



ABN AMRO Bank N.V.

(errichtet in den Niederlanden mit Sitz in Amsterdam)

BASISPROSPEKT

GEMÄSS

§ 6 WERTPAPIERPROSPEKTGESETZ

FÜR

MINI FUTURE ZERTIFIKATE

ABN AMRO BANK N.V.

LAUNCHPAD-PROGRAMM

Dieser Basisprospekt für MINI Future Zertifikate (die „**Wertpapiere**“), die von der ABN AMRO Bank N.V., handelnd entweder über ihre Hauptniederlassung in den Niederlanden, ihre Niederlassung in London oder eine andere Niederlassung, wie jeweils in den Endgültigen Bedingungen (wie nachstehend definiert) spezifiziert, (die „**Emittentin**“) unter ihrem LaunchPAD-Programm begeben werden, wurde von der Bundesanstalt für Finanzdienstleistungsaufsicht (die „**BaFin**“) gemäß § 13 Abs. 1 Wertpapierprospektgesetz (das „**WpPG**“) gebilligt.

Dieser Basisprospekt ist zusammen mit dem Registrierungsformular der ABN AMRO Holding N.V. und der ABN AMRO Bank N.V. vom 27. Juni 2008 (das „**Registrierungsformular**“), das von der zuständigen niederländischen Finanzmarktbehörde (*Autoriteit Financiële Markten*) gebilligt wurde und gemäß § 11 Abs. 1 WpPG durch Verweis in diesen Basisprospekt einbezogen wird, und mit etwaigen von der BaFin gemäß § 16 Abs. 1 WpPG gebilligten Nachträgen (die „**Nachträge**“) zu diesem Basisprospekt zu lesen.

Non-binding German Language Translation Unverbindliche deutschsprachige Übersetzung

Für jede auf Grundlage dieses Basisprospekts zu begebende Tranche von Wertpapieren werden so genannte endgültige Bedingungen (die „**Endgültigen Bedingungen**“) in einem gesonderten Dokument veröffentlicht, in dem neben einer Angabe der für die Wertpapiere geltenden Bedingungen bereits in diesem Basisprospekt enthaltene Informationen wiederholt werden können (aber nicht müssen). In den Endgültigen Bedingungen werden möglicherweise derzeit nicht im Basisprospekt enthaltene Informationen in den im Basisprospekt enthaltenen Platzhaltern ergänzt oder derzeit im Basisprospekt enthaltene Informationen gestrichen, falls sie in eckige Klammern gesetzt sind, oder derzeit im Basisprospekt enthaltene Informationen gemäß den Angaben im Basisprospekt ergänzt.

Eine ausführliche Beschreibung der mit einer Anlage in die Wertpapiere verbundenen Risiken kann den Abschnitten „Risikofaktoren“ entnommen werden, die in diesem Basisprospekt und dem Registrierungsformular oder etwaigen Nachträgen sowie möglicherweise in den Endgültigen Bedingungen enthalten sind.

Vollständige Informationen zur Emittentin und einer bestimmten Emission können ausschließlich diesem Basisprospekt, dem Registrierungsformular, etwaigen Nachträgen sowie den Endgültigen Bedingungen entnommen werden.

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ZUSAMMENFASSUNG

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 22.)

RISIKOFAKTOREN

Ziel des Abschnitts „Risikofaktoren“ ist es, potenzielle Käufer von Wertpapieren vor der Tötigung von Anlagen zu schützen, die nicht für ihre Zwecke geeignet sind, sowie die wirtschaftlichen und rechtlichen Risiken, die mit einer Anlage in die Wertpapiere verbunden sind, aufzuzeigen.

Potenzielle Käufer der Wertpapiere sollten vor einer Anlageentscheidung die mit einer Anlage in die Wertpapiere verbundenen Risiken bedenken. Folglich sollten potenzielle Käufer der Wertpapiere vor einer Anlageentscheidung auch die übrigen Informationen lesen, die in diesem Basisprospekt und dem Registrierungsformular sowie in den Nachträgen und in den Endgültigen Bedingungen aufgeführt sind. Um vor einer Anlageentscheidung zu einer eigenen Einschätzung zu gelangen, sollten potenzielle Käufer der Wertpapiere ihre eigenen Wertpapiermakler, Bankberater, Rechtsanwälte, Wirtschaftsprüfer oder sonstigen Rechts-, Steuer- oder Finanzberater zurate ziehen und sorgfältig die mit einer Anlage in die Wertpapiere verbundenen Risiken prüfen sowie ihre Anlageentscheidung unter Berücksichtigung ihrer persönlichen Umstände abwägen.

Die Emittentin ist der Auffassung, dass die nachstehend und in dem Registrierungsformular beschriebenen Faktoren die Fähigkeit (i) der Emittentin, ihren Verpflichtungen im Rahmen der begebenen Wertpapiere nachzukommen, und (ii) der ABN AMRO Holding N.V., ihren Verpflichtungen im Rahmen der von der ABN AMRO Holding N.V. in Bezug auf die Verbindlichkeiten der Emittentin abgegebenen Garantie nachzukommen, beeinträchtigen können. Darüber hinaus sind nachstehend auch Faktoren beschrieben, die für die Einschätzung der mit den begebenen Wertpapieren verbundenen Marktrisiken von wesentlicher Bedeutung sind. Bei den meisten dieser Faktoren ist es ungewiss, ob sie eintreten werden oder nicht; die Emittentin ist nicht in der Lage, eine Aussage bezüglich der Wahrscheinlichkeit ihres Eintretens zu treffen.

Die Emittentin ist der Auffassung, dass es sich bei den nachstehend und in dem Registrierungsformular dargestellten Faktoren um die wichtigsten Risiken handelt, die mit einer Anlage in die zu begebenden Wertpapiere verbunden sind. Allerdings können auch andere Gründe dazu führen, dass die Emittentin nicht in der Lage ist, Zahlungen auf die Wertpapiere oder im Zusammenhang mit den Wertpapieren vorzunehmen. Dies könnte beispielsweise auf den Umstand zurückzuführen sein, dass die Emittentin auf Grundlage der Informationen, die ihr bis zu dem auf diesem Basisprospekt angegebenen Datum zur Verfügung standen, wesentliche Risiken nicht erkannt oder deren Eintritt nicht vorhergesehen hat.

Begriffen und Ausdrücken, die an anderer Stelle in diesem Basisprospekt definiert werden, kommt in diesem Abschnitt dieselbe Bedeutung zu.

RISIKOFAKTOREN IN BEZUG AUF DIE EMITTENTIN UND DIE GARANTIN

Potenzielle Anleger in die Wertpapiere sollten die im Abschnitt „Risikofaktoren“ (*Risk Factors*) des Registrierungsformulars enthaltene Beschreibung der Faktoren, die die Fähigkeit der Emittentin und der Garantin zur Erfüllung ihrer Verpflichtungen im Rahmen der zu begebenden Wertpapiere beeinträchtigen können, beachten.

RISIKOFAKTOREN IN BEZUG AUF DIE WERTPAPIERE

Bei den Wertpapieren handelt es sich um MINI Future Short Zertifikate oder MINI Future Long Zertifikate, die mit besonderen Risiken verbunden sind

MINI Future Zertifikate sind Anlageinstrumente ohne feste Laufzeit oder Verfallstermin, die entweder von der Emittentin gekündigt oder von dem Inhaber ausgeübt werden können; sie können auch automatisch verfallen, wenn der Basiswert (wie nachstehend definiert) einen zuvor festgelegten Wert erreicht. Nach Eintritt eines solchen Ereignisses wird auf die MINI Future Zertifikate ein Betrag (der „**Rückzahlungsbetrag**“) gezahlt, der unter Zugrundelegung des Wertes des jeweiligen Basiswerts (bei dem es sich um einen Rohstoff, einen Terminkontrakt auf Rohstoffe, eine Währung, einen Terminkontrakt auf Staatsanleihen, einen Index (einschließlich seiner Komponenten) oder um eine Aktie (jeweils ein „**Basiswert**“) handeln kann) an einem oder mehreren Tagen unter Berücksichtigung des Bezugsverhältnisses bestimmt wird.

Der Rückzahlungsbetrag kann unter Umständen erheblich unter dem Marktwert der MINI Future Zertifikate am Emissionstag oder am Tag des Erwerbs der MINI Future Zertifikate liegen, wenn (neben anderen Faktoren) der Stand des Basiswerts zu dem Zeitpunkt, an dem dieser Stand für die Berechnung des Rückzahlungsbetrags festgestellt wird, ungünstig ist. Anleger sollten sich darüber im Klaren sein, dass sie bei einem ungünstigen Stand des Basiswerts zu dem Zeitpunkt, an dem dieser Stand für die Berechnung des Rückzahlungsbetrags festgestellt wird, einen Totalverlust ihrer Anlage erleiden können.

MINI Future Zertifikate bilden den Basiswert linear ab. Der Betrag, der für eine Anlage in ein MINI Future Zertifikat benötigt wird, um die gleiche Beteiligungsquote im Basiswert wie durch eine Direktanlage in den Basiswert zu erzielen, ist erheblich geringer als bei einer Direktanlage in den Basiswert. Daher ist der prozentuale Gewinn bei positiver (im Fall von MINI Future Long Zertifikaten) bzw. negativer (im Fall von MINI Future Short Zertifikaten) Entwicklung des Basiswerts sowie der prozentuale Verlust bei negativer (im Fall von MINI Future Long Zertifikaten) bzw. positiver (im Fall von MINI Future Short Zertifikaten) Entwicklung des Basiswerts bei MINI Future Zertifikaten höher als bei einer Direktanlage in den Basiswert. Dies wird als **Hebelwirkung** bezeichnet.

Anleger sollten sich darüber im Klaren sein, dass die Hebelwirkung aus dem Halten von MINI Future Zertifikaten zu einem höheren prozentualen Anlageverlust führen kann als eine Direktanlage in den Basiswert.

Der Maximalverlust für den Anleger entspricht dem anfänglich investierten Betrag. Anleger müssen damit rechnen, einen Verlust zu erleiden, falls der Marktpreis oder der Wert des Basiswerts sinkt (im Fall von MINI Future Long Zertifikaten) bzw. steigt (im Fall von MINI Future Short Zertifikaten). Ein Merkmal der MINI Future Zertifikate ist der so genannte „Stop Loss“, der im Fall des Unterschreitens (im Fall von MINI Future Long Zertifikaten) bzw. des Überschreitens (im Fall von MINI Future Short Zertifikaten) eines bestimmten Wertes zum vorzeitigen Verfall des MINI Future Zertifikats führt.

Ein Inhaber von Wertpapieren (ein „**Inhaber**“) kann Wertpapiere vor ihrer Ausübung oder Kündigung möglicherweise nur mit einem erheblichen Abschlag gegenüber dem Emissionspreis und/oder dem Marktwert der Wertpapiere verkaufen.

Stop-Loss-Ereignis

Die unter diesem Basisprospekt zu begebenden Wertpapiere sind ferner mit einer Stop-Loss-Marke (wie nachstehend definiert) ausgestattet. Daher besteht die Möglichkeit des wertlosen Verfalls der Wertpapiere, sofern ein sogenanntes Stop-Loss-Ereignis (wie nachstehend definiert) eintritt.

Ein „**Stop-Loss-Ereignis**“ liegt vor, wenn der Wert des den Wertpapieren zugrunde liegenden Basiswerts eine in den maßgeblichen Endgültigen Bedingungen definierte Kurs- oder Wertschwelle (die „**Stop-Loss-Marke**“) erreicht. Im Falle des Eintritts eines solchen Stop-Loss-Ereignisses ist die Laufzeit der Wertpapiere automatisch beendet, die Rechte der Inhaber auf Ausübung der Wertpapiere und die Rechte der Inhaber auf Zahlung von Abrechnungsbeträgen erlöschen automatisch und die Wertpapiere verfallen, vorbehaltlich einer eventuellen Auszahlung des Restwerts der Wertpapiere, wertlos.

Kosten der „Quanto“-Funktion

Falls die Währung des Finanzierungslevel und die Abrechnungswährung nicht identisch sind, können Zertifikate auf Terminkontrakte mit einem Quanto-Merkmal (ein fester Wechselkurs zwischen den beiden Währungen während der Laufzeit des Zertifikats) ausgestattet werden; in diesem Fall kann die Emittentin dem Inhaber die Einrichtung und die Absicherung dieses Quanto-Merkmals in Rechnung stellen, indem der Betrag, den der Inhaber bei einer Ausübung oder Kündigung erhält, entsprechend verringert wird.

Die Wertpapiere sind möglicherweise nicht für alle Anleger eine geeignete Anlage

Jeder potenzielle Anleger hat zu prüfen, ob eine Anlage in die Wertpapiere angesichts seiner persönlichen Situation für ihn geeignet ist. Insbesondere sollte jeder potenzielle Anleger:

**Non-binding German Language Translation
Unverbindliche deutschsprachige Übersetzung**

- (a) über ausreichende Sachkenntnis und Erfahrung verfügen, um eine aussagekräftige Bewertung der Wertpapiere, der mit einer Anlage in die Wertpapiere verbundenen Vorteile und Risiken sowie der Informationen, die in diesem Basisprospekt oder in den maßgeblichen Endgültigen Bedingungen enthalten sind oder durch Verweis in diese einbezogen wurden, durchführen zu können;
- (b) Zugang zu und Kenntnisse von geeigneten Analyseinstrumenten haben, um im Hinblick auf seine persönliche finanzielle Lage eine Anlage in die Wertpapiere und die Auswirkungen der Wertpapiere auf sein gesamtes Anlageportfolio beurteilen zu können;
- (c) über ausreichende finanzielle Ressourcen und Liquidität verfügen, um alle Risiken tragen zu können, die mit einer Anlage in die Wertpapiere (einschließlich Wertpapieren, bei denen der Rückzahlungsbetrag in einer oder mehreren Währungen zu zahlen ist oder bei denen die Währung für die Zahlung des Rückzahlungsbetrags und die Währung des potenziellen Anlegers nicht identisch sind) verbunden sind;
- (d) die Bedingungen der Wertpapiere genau verstehen und mit dem Verhalten aller maßgeblichen Indizes und Finanzmärkte vertraut sein; und
- (e) in der Lage sein (alleine oder mit Unterstützung eines Finanzberaters), mögliche Entwicklungsszenarien von Wirtschafts-, Zinssatz- und sonstigen Faktoren, die sich auf seine Anlage und seine Fähigkeit zum Tragen der betreffenden Risiken auswirken können, zu bewerten.

Bei den Wertpapieren handelt es sich um komplexe Finanzinstrumente. Erfahrene institutionelle Anleger kaufen komplexe Finanzinstrumente in der Regel nicht als Einzelanlage. Sie kaufen komplexe Finanzinstrumente vielmehr, um Risiken zu verringern oder um im Rahmen einer durchdachten, bewerteten und angemessenen Risikoergänzung ihres Gesamtportfolios Renditen zu erhöhen. Ein potenzieller Anleger sollte nicht in Wertpapiere, bei denen es sich um komplexe Finanzinstrumente handelt, anlegen, es sei denn, er verfügt (alleine oder mit Unterstützung eines Finanzberaters) über das erforderliche Fachwissen, um die Entwicklung der Wertpapiere unter sich verändernden Bedingungen, die sich daraus ergebenden Auswirkungen auf den Wert der Wertpapiere und den Einfluss dieser Anlage auf sein Gesamtportfolio abschätzen zu können.

Der Wert der Wertpapiere kann Schwankungen unterliegen

Der Wert der Wertpapiere kann zwischen dem Tag ihres Erwerbs und dem Tag, an dem der Rückzahlungsbetrag nach vorheriger Ausübung oder Kündigung bzw. vorherigem Verkauf oder Verfall, festgestellt wird, sowohl steigen als auch fallen. **Die Inhaber können einen Totalverlust ihrer Anlage erleiden.** Potenzielle Anleger sollten daher vor einer Anlage in die Wertpapiere sicherstellen, dass sie die Funktionsweise der Wertpapiere vollständig verstehen.

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Zahlreiche Faktoren, von denen viele außerhalb des Einflussbereichs der Emittentin liegen, wirken sich jederzeit auf den Wert der Wertpapiere aus. Dazu gehören u.a. die folgenden:

- (a) *Bewertung des Basiswerts.* Es ist davon auszugehen, dass der Marktpreis der Wertpapiere in erster Linie von Veränderungen im Wert des Basiswerts, auf den sich die betreffenden Wertpapiere beziehen, beeinflusst wird. Es ist nicht möglich vorherzusagen, wie sich der Wert des betreffenden Basiswerts im Lauf der Zeit entwickeln wird. Zu den Faktoren, die sich auf den Wert bestimmter Basiswerte auswirken können, zählen u.a. die Rendite des Basiswerts sowie die Finanzlage und die Geschäftsaussichten des Emittenten des Basiswerts oder eines Bestandteils des Basiswerts. Darüber hinaus kann der Wert des Basiswerts von einer Reihe miteinander verbundener Faktoren abhängen, wie etwa wirtschaftlichen, finanziellen und politischen Ereignissen und deren Auswirkungen auf die Kapitalmärkte im Allgemeinen sowie auf die maßgeblichen Börsen. Potenzielle Anleger sollten ferner berücksichtigen, dass obwohl der Marktwert der Wertpapiere an den betreffenden Basiswert gekoppelt ist und von diesem (positiv oder negativ) beeinflusst wird, Änderungen in der Entwicklung der Wertpapiere möglicherweise nicht mit den Änderungen des Basiswerts vergleichbar oder hierzu unverhältnismäßig sind. Es ist möglich, dass trotz steigenden Werts des Basiswerts der Wert der Wertpapiere fällt. Ferner kann die Berechnungsstelle in Fällen, in denen für einen Basiswert kein Marktwert verfügbar ist, dessen Wert auf null festsetzen, obwohl unter Umständen keine Marktstörung und/oder kein Potenzielles Anpassungsereignis vorliegt.
- (b) *Zinssätze.* Anlagen in die Wertpapiere sind möglicherweise mit einem Zinsrisiko in Bezug auf die Währung, auf die der Basiswert und/oder die Wertpapiere lauten, verbunden. Zinssätze werden von zahlreichen Faktoren beeinflusst, darunter gesamtwirtschaftliche, politische und spekulative Faktoren die Marktstimmung. Derartige Schwankungen können sich auf den Wert der Wertpapiere auswirken.
- (c) *Volatilität.* Der Begriff „Volatilität“ bezeichnet die tatsächliche und die erwartete Häufigkeit von Änderungen des Marktpreises eines Basiswerts sowie deren Ausmaß. Die Volatilität wird von einer Reihe von Faktoren beeinflusst, wie etwa von gesamtwirtschaftlichen Faktoren, spekulativem Handel sowie von Angebot und Nachfrage auf den Märkten für Optionen, Futures und andere Derivate. Die Volatilität eines Basiswerts wird im Lauf der Zeit zu- und abnehmen (zu bestimmten Zeitpunkten stärker als zu anderen), und verschiedene Basiswerte werden zu einem bestimmten Zeitpunkt normalerweise eine unterschiedliche Volatilität aufweisen.
- (d) *Wechselkurse.* Auch in Fällen, in denen Zahlungen auf die Wertpapiere nicht ausdrücklich an einen oder mehrere Wechselkurse gekoppelt sind, kann der Wert der Wertpapiere unter be-

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stimmten Umständen von Faktoren wie Schwankungen des Wechselkurses zwischen einer Währung, in der Zahlungen auf die Wertpapiere zu leisten sind, und einer Währung, in der der Basiswert gehandelt wird, sowie Wertsteigerungen oder Wertminderungen dieser Währungen und bestehenden oder künftigen staatlichen oder sonstigen Beschränkungen der Konvertibilität dieser Währungen beeinflusst werden. Es kann nicht garantiert werden, dass die am Emissionstag der Wertpapiere geltenden Wechselkurse zwischen den maßgeblichen Währungen für diejenigen Wechselkurse repräsentativ sind, die zu einem späteren Zeitpunkt bei der Berechnung des Werts der betreffenden Wertpapiere zugrunde gelegt werden. Bei Wertpapieren mit der Angabe „Quanto“ wird der Wert des Basiswerts an dem Tag und in der Weise wie in den Bedingungen dargelegt unter Zugrundelegung eines festen Wechselkurses von einer Währung (die „**Währung des Finanzierungslevel**“) in eine andere Währung (die „**Abrechnungswährung**“) umgerechnet. Die Kosten, die der Emittentin für die Absicherung dieses festen Wechselkurses zwischen der Währung des Finanzierungslevel und der Abrechnungswährung entstehen, wirken sich auf den Wert der Wertpapiere aus. Diese Auswirkung wird sich während der Laufzeit der Wertpapiere verändern. Es kann nicht garantiert werden, dass ein Quanto-Merkmal bei einem Wertpapier bei Berücksichtigung der relativen Wechselkurs- und Zinssatzschwankungen zwischen der Währung des Finanzierungslevel und der Abrechnungswährung zu irgendeinem Zeitpunkt zu einer Verbesserung der Rendite gegenüber einem vergleichbaren Wertpapier ohne Quanto-Merkmal führt.

- (e) *Marktstörung*. Die Berechnungsstelle kann feststellen, dass eine Marktstörung eingetreten ist oder zu einem bestimmten Zeitpunkt besteht. Eine solche Feststellung kann sich negativ auf den Wert der Wertpapiere auswirken und/oder zu Verzögerungen bei der Abrechnung der Wertpapiere führen.
- (f) *Bonität*. Käufer der Wertpapiere vertrauen auf die Bonität der Emittentin und der Garantin und haben keine Ansprüche gegen sonstige Personen. Die Wertpapiere begründen lediglich unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin. Die Wertpapiere sind untereinander und gegenüber allen anderen gegenwärtigen und zukünftigen unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig, mit Ausnahme der Verbindlichkeiten, denen durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

Preisbildung für die Wertpapiere und Einfluss von Ausgabeaufschlägen, Provisionen, Gebühren etc. auf die Preisbildung

Der Emissionspreis der Wertpapiere basiert auf internen Preisbildungsmodellen der Emittentin und kann höher als deren Marktwert sein. Der Preis, zu dem die Wertpapiere gegebenenfalls auf dem Sekundärmarkt verkauft werden können, ist möglicherweise niedriger als der Emissionspreis der

betreffenden Wertpapiere. Insbesondere kann der Emissionspreis (ohne Berücksichtigung gegebenenfalls zu zahlender Ausgabeaufschläge) Provisionen und/oder Gebühren im Zusammenhang mit der Begebung und dem Verkauf der Wertpapiere (einschließlich an Vertriebsstellen oder Dritte gezahlter oder von der Emittentin einbehaltener Aufschläge) sowie Beträge im Zusammenhang mit der Absicherung der Verbindlichkeiten der Emittentin aus den Wertpapieren beinhalten; es ist wahrscheinlich, dass diese Beträge in den Sekundärmarktpreisen unberücksichtigt bleiben. Darüber hinaus können die Preisbildungsmodelle anderer Marktteilnehmer sich von denen der Emittentin unterscheiden oder zu abweichenden Ergebnissen führen.

Möglicherweise entwickelt sich kein Sekundärmarkt für die Wertpapiere

Es besteht das Risiko, dass Anleger die Wertpapiere über deren gesamte Laufzeit hinweg halten müssen und diese nicht vor einer Kündigung oder Ausübung verkaufen können. Art und Umfang eines etwaigen Sekundärmarktes für die Wertpapiere können nicht vorhergesehen werden. Es besteht daher das Risiko fehlender Liquidität der Wertpapiere. Falls die Wertpapiere an einer Börse oder einem Kursnotierungssystem notiert sind, impliziert dies keine höhere oder niedrigere Liquidität als diejenige von vergleichbaren Wertpapieren, die nicht entsprechend notiert sind. Falls Wertpapiere nicht an einer Börse oder einem Kursnotierungssystem notiert sind, könnte dies jedoch zu fehlender Transparenz in Bezug auf Preisangaben führen. Die Liquidität könnte ferner durch rechtliche Beschränkungen für Verkaufsangebote in bestimmten Rechtsordnungen beeinträchtigt werden. Möglicherweise beeinflusst die Emittentin die Liquidität der Wertpapiere durch den Kauf und das Halten der Wertpapiere für eigene Rechnung während des Handels im Sekundärmarkt. Die von der Emittentin zurückgekauften Wertpapiere können jederzeit auf dem Markt wieder verkauft werden.

Der Erwerb von Wertpapieren als Absicherung ist möglicherweise nicht effizient

Personen, die beabsichtigen, die Wertpapiere als Absicherungsinstrumente einzusetzen, sollten das Korrelationsrisiko beachten. Die Wertpapiere sind möglicherweise keine vollkommene Absicherung für einen Basiswert oder für ein Portfolio, das den Basiswert als einen Bestandteil enthält. Darüber hinaus ist es möglicherweise nicht möglich, die Wertpapiere zu einem Kurs zu veräußern, der den Preis des Basiswerts oder Portfolios, das den Basiswert als einen Bestandteil enthält, unmittelbar widerspiegelt.

Handlungen der Emittentin können den Wert der Wertpapiere beeinflussen

Die Emittentin und/oder mit ihr verbundene Unternehmen führen möglicherweise Aktivitäten durch, darunter Transaktionen für eigene Rechnung oder auf Rechnung ihrer Kunden sowie das Halten von Long- oder Short-Positionen in dem Basiswert, die der Verringerung von Risikopositionen oder anderen Gründen dienen. Darüber hinaus schließen die Emittentin und/oder mit ihr verbundene Unternehmen im Zusammenhang mit dem Angebot von Wertpapieren möglicherweise eines oder mehrere Absicherungsgeschäfte in Bezug auf den Basiswert ab. Die Emittentin und/oder mit ihr

verbundene Unternehmen führen möglicherweise im Zusammenhang mit solchen Absicherungs- oder mit Market-Maker-Aktivitäten oder im Zusammenhang mit Eigenhandels- oder anderen Handelsaktivitäten der Emittentin und/oder mit ihr verbundener Unternehmen Geschäfte mit dem Basiswert durch, die den Marktpreis, die Liquidität oder den Wert des Basiswerts und/oder der Wertpapiere beeinflussen könnten und als den Interessen der Inhaber zuwiderlaufend angesehen werden könnten. Es ist wahrscheinlich, dass die Emittentin und/oder mit ihr verbundene Unternehmen ihre Absicherungspositionen während der Laufzeit der Wertpapiere durch Geschäfte mit dem Basiswert oder mit an den Basiswert gebundenen Derivaten verändern werden. Ferner ist es möglich, dass sich die Beratungsdienstleistungen, die die Emittentin und/oder mit ihr verbundene Unternehmen im Rahmen ihrer üblichen Geschäftstätigkeit erbringen, sich nachteilig auf den Wert des Basiswerts auswirken können.

Die Inhaber erwerben keine Eigentumsrechte an dem Basiswert

Die Emittentin ist berechtigt, jedoch nicht verpflichtet, den Basiswert zu halten oder an den Basiswert gebundene Derivatkontrakte abzuschließen. Selbst für den Fall, dass sich die Emittentin hierzu entschließen sollte, verleihen die Wertpapiere den Inhabern keine Eigentumsrechte an dem Basiswert. Darüber hinaus sind die Emittentin und/oder mit ihr verbundene Unternehmen uneingeschränkt dazu berechtigt, sämtliche Rechte, Eigentumstitel und Beteiligungen an von ihr/ihnen gehaltenen Basiswerten oder von ihr/ihnen abgeschlossenen, an Basiswerte gebundenen Derivatkontrakten zu verkaufen, zu verpfänden oder anderweitig zu übertragen.

Handlungen der Berechnungsstelle bzw. der Emittentin können den Basiswert beeinflussen

Die Berechnungsstelle ist die Beauftragte der Emittentin und nicht die Beauftragte aller oder einzelner Inhaber. Die Emittentin kann selbst als Berechnungsstelle tätig werden. Die Berechnungsstelle nimmt Anpassungen der Bedingungen vor, die sie infolge von Marktstörungen, Absicherungsstörungen oder bestimmten Maßnahmen (wie z.B. gesellschaftsrechtlicher Maßnahmen) mit Auswirkungen auf den Basiswert für angemessen erachtet. Bei der Vornahme dieser Anpassungen ist die Berechnungsstelle berechtigt, erhebliche Ermessensspielräume auszuüben und kann bei der Ausübung dieser Ermessensspielräume unter Umständen in Interessenkonflikte geraten. Die Berechnungsstelle ist nicht dazu verpflichtet, bei jeder Marktstörung, Absicherungsstörung oder Maßnahme (wie z.B. einer gesellschaftsrechtlichen Maßnahme) mit Auswirkungen auf den Basiswert Anpassungen vorzunehmen.

Das Recht der Inhaber auf Ausübung der Wertpapiere kann beschränkt sein

- (a) *Höchstausübungsbetrag.* Falls dies in den maßgeblichen Endgültigen Bedingungen angegeben ist, kann die Emittentin nach ihrer Wahl die Anzahl der an einem beliebigen Tag ausübaren Wertpapiere auf eine festgelegte Höchstzahl begrenzen und in Verbindung mit dieser Begrenzung die Anzahl der an diesem Tag ausübaren Wertpapiere pro Person oder Personengruppe (unabhängig davon, ob diese gemeinsam handeln oder nicht) begrenzen.

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Falls die Gesamtzahl der an einem bestimmten Tag ausgeübten Wertpapiere diese Höchstzahl überschreitet und die Emittentin beschlossen hat, die Anzahl der an diesem Tag ausübaren Wertpapiere zu begrenzen, kann ein Inhaber von Wertpapieren entgegen seiner Absicht möglicherweise an diesem Tag nicht alle Wertpapiere ausüben. In einem solchen Fall wird die Anzahl der an diesem Tag auszuübenden Wertpapiere reduziert, bis die Gesamtzahl der an diesem Tag ausgeübten Wertpapiere die Höchstzahl nicht mehr überschreitet (soweit die Emittentin nicht etwas anderes beschließt); diese Wertpapiere werden nach Maßgabe der maßgeblichen Endgültigen Bedingungen ausgewählt. Wertpapiere, die zur Ausübung angeboten, aber an diesem Tag nicht ausgeübt werden, werden automatisch am nächstfolgenden Tag ausgeübt, zu dem die Wertpapiere ausgeübt werden können, wobei die gleiche Tageshöchstgrenze und die gleichen Bestimmungen für die aufgeschobene Ausübung gelten.

Potenzielle Anleger sollten die maßgeblichen Endgültigen Bedingungen daraufhin überprüfen, ob und inwieweit solche Bestimmungen für die Wertpapiere gelten.

- (b) *Mindestausübungsbetrag.* Falls dies in den maßgeblichen Endgültigen Bedingungen angegeben ist, kann ein Inhaber verpflichtet sein, eine festgelegte Mindestanzahl von Wertpapieren anzudienen, damit die Wertpapiere ausgeübt werden können. So müssen Inhaber, die eine geringere Anzahl als die festgelegte Mindestanzahl solcher Wertpapiere halten, ihre Wertpapiere entweder verkaufen oder zusätzliche Wertpapiere kaufen, um einen Ertrag aus ihrer Anlage zu erzielen, wodurch ihnen in beiden Fällen Transaktionskosten entstehen. Sie gehen zudem möglicherweise das Risiko ein, dass der Handelspreis der Wertpapiere zu dieser Zeit von dem jeweiligen Barbetrag (wie in den Produktbedingungen definiert) nach Ausübung abweicht.

Potenzielle Anleger sollten die maßgeblichen Endgültigen Bedingungen daraufhin überprüfen, ob und inwieweit solche Bestimmungen für die Wertpapiere gelten.

Bei der Abwicklung können sich zeitliche Verzögerungen ergeben

Sofern die Wertpapiere eine Ausübung vorsehen, kommt es bei der Ausübung zu einer Zeitverzögerung zwischen dem Zeitpunkt, an dem der Inhaber Anweisungen zur Ausübung erteilt, und dem Zeitpunkt, an dem der betreffende Rückzahlungsbetrag für diese Ausübung ermittelt wird. Entsprechende Verzögerungen zwischen dem Zeitpunkt der Ausübung und der Ermittlung des Rückzahlungsbetrags sind in den maßgeblichen Endgültigen Bedingungen angegeben. Eine solche Verzögerung kann jedoch erheblich länger andauern, insbesondere wenn sie auf dem Erreichen eines Höchstausübungsbetrags (wie vorstehend beschrieben) oder dem Eintritt eines von der Berechnungsstelle zuvor festgestellten Marktstörungsereignisses beruht. Zahlungen auf die Wertpapiere können höher oder niedriger als ohne die entsprechende Verzögerung ausfallen.

Potenzielle Anleger sollten die maßgeblichen Endgültigen Bedingungen prüfen, um festzustellen, ob und in welcher Weise entsprechende Bestimmungen für die Wertpapiere gelten.

Falls die Bedingungen der Wertpapiere vorsehen, dass für die Ausübung die Einreichung einer Erklärung erforderlich ist und eine solche Erklärung der Relevanten Clearingstelle (wie nachfolgend definiert) samt einer Kopie an die Hauptzahlstelle nach dem in den maßgeblichen Endgültigen Bedingungen angegebenen spätesten Zeitpunkt zugeht, so gilt sie als am nächstfolgenden Geschäftstag ordnungsgemäß abgegeben. Infolgedessen kann der Rückzahlungsbetrag höher oder niedriger sein, als er ohne eine solche Verzögerung gewesen wäre. Im Fall von Wertpapieren, die nur an einem bestimmten Tag oder nur während eines Ausübungszeitraums ausgeübt werden können, ist jede Erklärung, die nicht bis zu dem in den maßgeblichen Endgültigen Bedingungen angegebenen spätesten Zeitpunkt abgegeben wurde, nichtig.

Werden Bescheinigungen, die gemäß den Bedingungen erforderlich sind, nicht eingereicht, kann dies dazu führen, dass der Anleger Zahlungs- oder sonstige Ansprüche verliert oder nicht erhält, die anderenfalls im Rahmen der Wertpapiere geschuldet wären.

Potenzielle Anleger sollten die maßgeblichen Endgültigen Bedingungen prüfen, um festzustellen, ob und in welcher Weise entsprechende Bestimmungen für die Wertpapiere gelten.

Die Inhaber können einer Steuerpflicht unterliegen

Potenzielle Anleger und Verkäufer der Wertpapiere sollten berücksichtigen, dass sie möglicherweise Stempelsteuern oder sonstige Urkundenstempelabgaben (documentary charges) gemäß den Gesetzen und Gepflogenheiten des Landes, in dem die Wertpapiere übertragen werden, zu zahlen haben. Die Inhaber unterliegen den Bestimmungen der Allgemeinen Bedingung 9.; zudem ist die Zahlung aller gemäß den Produktbedingungen anfallenden Kosten Voraussetzung für die Zahlung von in Bezug auf die Wertpapiere fälligen Beträgen.

Potenzielle Anleger, die sich bezüglich ihrer Steuersituation unsicher sind, sollten ihre eigenen unabhängigen Steuerberater zurate ziehen. Darüber hinaus sollten potenzielle Anleger bedenken, dass sich Steuervorschriften und deren Anwendung durch die maßgeblichen Finanzbehörden gegebenenfalls ändern können. Dementsprechend ist es nicht möglich, die genaue steuerliche Behandlung zu einem bestimmten Zeitpunkt vorherzusehen.

Die Wertpapiere können unter bestimmten Umständen von der Emittentin gekündigt werden

Die Emittentin ist berechtigt, die Wertpapiere zu kündigen, (i) wenn sie nach ihrem billigem Ermessen festgestellt hat, dass die Erfüllung der Verbindlichkeiten aus den Wertpapieren für die Emittentin aufgrund der nach Treu und Glauben gebotenen Einhaltung der von einem Staat, einer Verwaltungsbehörde, einem Gesetzgeber oder einem Gericht erlassenen gegenwärtigen oder zukünftigen Gesetze, Verordnungen, Vorschriften, Urteile, Beschlüsse oder Richtlinien (das

„Anwendbare Recht“) vollständig oder teilweise rechtswidrig ist oder wird, und (ii) falls bestimmte Absicherungsstörungen eingetreten sind. In diesen Fällen wird die Emittentin jedoch jedem Wertpapierinhaber, sofern und soweit nach Anwendbarem Recht zulässig, für jedes von einem solchen Inhaber gehaltene Wertpapier einen Betrag zahlen, den die Emittentin als angemessenen Marktwert des Wertpapiers zu dem Zeitpunkt unmittelbar vor einer solchen Kündigung (ohne Berücksichtigung einer etwaigen Rechtswidrigkeit) ermittelt, wobei diejenigen Kosten in Abzug gebracht werden, die der Emittentin im Zusammenhang mit der Rückabwicklung der Geschäfte, die zur vollständigen oder teilweisen Absicherung der Verpflichtungen aus den Wertpapieren abgeschlossen wurden, entstanden sind.

Risiken im Zusammenhang mit in einer Globalurkunde verbrieften bzw. in dematerialisierter Form begebenen Wertpapieren

Die Wertpapiere werden entweder in einer Globalurkunde verbrieft oder in dematerialisierter Form begeben. Die Wertpapiere werden von einer oder mehreren in den Anwendbaren Bedingungen angegebenen Clearingstelle(n) (jeweils eine „Maßgebliche Clearingstelle“) oder in deren Auftrag gehalten (im Fall von in einer Globalurkunde verbrieften Wertpapieren) oder im Buchungssystem einer Maßgeblichen Clearingstelle eingetragen (im Fall von in dematerialisierter Form begebenen Wertpapieren). Im Hinblick auf Kapitalzahlungen, Zinszahlungen (sofern anwendbar) sowie die Zahlung sonstiger Beträge oder die Lieferung von Wertpapieren (sofern anwendbar) aufgrund der Wertpapiere gilt gegenüber der Emittentin und einer Zahlstelle als alleiniger Inhaber eines Wertpapiers: (i) im Fall von in einer Globalurkunde verbrieften Wertpapieren, die Aufbewahrungsstelle für die entsprechende Globalurkunde (bei der es sich regelmäßig um eine von der Maßgeblichen Clearingstelle beauftragte Depotbank oder einen Nominee-Dienstleister für eine solche Depotbank handelt), und (ii) im Fall von dematerialisierten Wertpapieren, die Person, auf deren Namen ein Wertpapier im Buchungssystem der Maßgeblichen Clearingstelle eingetragen ist, oder jede andere Person, die gemäß den jeweils geltenden Gesetzen sowie den Vorschriften und Verfahren, die auf die Maßgebliche Clearingstelle anwendbar bzw. von dieser erlassen worden sind, als Inhaber dieser Wertpapiere gilt. Der Miteigentumsanteil bzw. die Berechtigung des Inhabers an den Wertpapieren kann nur nach Maßgabe der jeweils geltenden Regeln und Verfahren der Maßgeblichen Clearingstelle übertragen werden.

Risiken im Zusammenhang mit Nominee-Vereinbarungen

In Fällen, in denen ein Inhaber einen Nominee-Dienstleister mit dem Halten von Wertpapieren beauftragt, oder ein Inhaber Beteiligungen an Wertpapieren über Depots bei einer Maßgeblichen Clearingstelle hält, erhält der Inhaber Zahlungen allein auf Grundlage der Vereinbarungen, die der Inhaber mit dem betreffenden Nominee-Dienstleister bzw. der Maßgeblichen Clearingstelle geschlossen hat. Ferner ist der Inhaber gezwungen, darauf zu vertrauen, dass der betreffende Nominee-

Dienstleister bzw. die Maßgebliche Clearingstelle alle auf die entsprechenden Wertpapiere entfallenden Zahlungen ausschüttet, die er/sie von der Emittentin erhalten hat. Dementsprechend ist ein solcher Inhaber einem Kreditrisiko und Ausfallrisiko sowohl in Bezug auf den betreffenden Nominee-Dienstleister bzw. die Maßgebliche Clearingstelle als auch in Bezug auf die Emittentin ausgesetzt.

Darüber hinaus ist ein solcher Inhaber nur mit Unterstützung des betreffenden Nominee-Dienstleisters in der Lage, von ihm gehaltene Wertpapiere vor deren angegebener Fälligkeit zu verkaufen.

Weder die Emittentin noch eine der Zahlstelle haften für die Handlungen oder Unterlassungen eines Nominee-Dienstleisters oder einer Maßgeblichen Clearingstelle oder geben ausdrücklich oder stillschweigend eine Zusicherung oder Gewährleistung bezüglich der von einem Nominee-Dienstleister oder einer Maßgeblichen Clearingstelle erbrachten Dienstleistungen ab.

Den Inhabern entstehende Kosten wirken sich auf die Rendite einer Anlage in die Wertpapiere aus

Die Gesamrendite eines Inhabers aus einer Anlage in die Wertpapiere wird von der Höhe der von seinem Nominee-Dienstleister und/oder von der Maßgeblichen Clearingstelle berechneten Gebühren beeinflusst. Eine solche Person oder ein solches Institut berechnet möglicherweise Gebühren für die Eröffnung und das Führen des Anlagedepots, die Übertragung von Wertpapieren und für Verwahrdienstleistungen sowie auf Zahlungen von Kapital und anderen Beträgen. Potenziellen Anlegern wird daher geraten, sich darüber zu informieren, auf welcher Grundlage entsprechende Gebühren auf die betreffenden Wertpapiere erhoben werden.

Änderungen der Rechtslage können sich auf den Wert der Wertpapiere auswirken

Die Bedingungen unterliegen dem zum Datum dieses Basisprospekts geltenden deutschen Recht. Es kann keine Gewähr hinsichtlich der Auswirkungen möglicher Änderungen des deutschen Rechts oder der in Deutschland geltenden Rechtsprechung und Verwaltungspraxis nach dem Datum dieses Basisprospekts übernommen werden.

Ratings spiegeln möglicherweise nicht alle Risiken wider

Eine oder mehrere unabhängige Ratingagenturen können der Emittentin oder den Wertpapieren ein Rating zuweisen. Diese Ratings spiegeln möglicherweise nicht die potenziellen Auswirkungen aller Risiken im Zusammenhang mit den vorstehend beschriebenen Struktur-, Markt- und zusätzlichen Faktoren sowie anderen Faktoren, die möglicherweise den Wert der Wertpapiere beeinflussen, wider. Ein Rating ist keine Empfehlung zum Kauf, Verkauf oder Halten von Wertpapieren und kann von der Ratingagentur jederzeit verändert oder zurückgenommen werden.

Rechtliche Rahmenbedingungen können bestimmte Anlagen beschränken

Die Anlagetätigkeit bestimmter Anleger unterliegt Investmentgesetzen und -vorschriften oder der Überprüfung oder Regulierung durch bestimmte Behörden. Jeder potenzielle Anleger sollte seine

Rechtsberater zurate ziehen, um festzustellen, ob und in welchem Umfang (i) Wertpapiere für ihn zulässige Anlagen darstellen, (ii) Wertpapiere zur Besicherung verschiedener Arten von Mittelaufnahmen eingesetzt werden können und (iii) ob sonstige Beschränkungen für den Kauf oder die Verpfändung von Wertpapieren gelten. Finanzinstitute sollten ihre Rechtsberater zurate ziehen oder die zuständigen Regulierungsbehörden konsultieren, um die angemessene Behandlung von Wertpapieren im Rahmen anwendbarer Vorschriften für risikobehaftetes Kapital oder vergleichbarer Vorschriften zu ermitteln.

Finanzierung durch Darlehen

Falls ein Anleger den Kauf der Wertpapiere durch ein Darlehen finanziert, muss er für den Fall, dass die Wertpapiere nicht die erwartete Wertentwicklung aufweisen, nicht nur die Verluste in Kauf nehmen, sondern auch den Darlehensbetrag zuzüglich Zinsen zurückzuzahlen. Dadurch erhöht sich das Verlustrisiko des Anlegers erheblich. Anleger sollten niemals darauf vertrauen, Zinsen und Kapital mit Gewinnen aus einer Anlage in Wertpapieren zahlen zu können. Vielmehr sollten potenzielle Käufer von Wertpapieren zunächst ihre finanzielle Lage analysieren, um festzustellen, ob sie in der Lage sein werden, die Zinsen zu zahlen und erforderlichenfalls das Darlehen kurzfristig zurückzuzahlen, falls statt der erwarteten Gewinne Verluste entstehen.

Bestimmte, den zu begebenden Wertpapieren zugrunde liegende Basiswerte sind besonderen Risiken ausgesetzt

Besondere Risiken im Zusammenhang mit Aktien und Aktienindizes

Risiken im Zusammenhang mit Devisenkontrollvorschriften. Potenzielle Anleger sollten beachten, dass die Zahlung des Rückzahlungsbetrags durch die Emittentin bei Wertpapieren auf einzelne Aktien davon abhängen kann, ob es der Emittentin möglich ist, den Basiswert zu verkaufen, und dass keine Devisenkontrollbeschränkungen bestehen; dazu zählen u.a. Beschränkungen, die die Umrechnung der Währung des Finanzierungslevel in die Abrechnungswährung oder die Überweisung von Beträgen in der Abrechnungswährung auf Konten außerhalb der Rechtsordnung des Basiswerts verhindern.

Risiken, wenn es sich bei dem Basiswert um einen auf Aktien bezogenen Kursindex handelt. Handelt es sich bei dem Basiswert nicht um einen Performanceindex, sondern um einen Kursindex, führen ausgeschüttete Dividenden zu einer Verringerung des Indexstands. Daher partizipieren die Inhaber nicht an Dividenden oder anderen Ausschüttungen auf die in dem Kursindex enthaltenen Aktien.

Dividenden und Ausschüttungen. Sofern in den entsprechenden Produktbedingungen nicht etwas anderes angegeben ist, erhalten Anleger weder Dividenden noch andere Ausschüttungen aus den zugrunde liegenden Aktien.

Einfluss der Emittentin auf die Zusammensetzung eines zugrunde liegenden Index. Die Zusammensetzung eines Index kann dergestalt festgelegt werden, dass der Index-Sponsor alleine oder in

Zusammenarbeit mit anderen Personen die Zusammensetzung festlegt und die Berechnung des Index vornimmt. Ist die Emittentin nicht gleichzeitig der Index-Sponsor, hat sie in der Regel keinen Einfluss auf die Zusammensetzung des Index, und der jeweilige Index-Sponsor kann gemäß den Indexregeln Änderungen an der Zusammensetzung oder Berechnung des Index vornehmen, die nachteilige Auswirkungen auf die Wertentwicklung des Index haben können, oder die Berechnung des Index dauerhaft aussetzen, ohne einen Nachfolgeindex festzulegen. In letzterem Fall können die Wertpapiere gekündigt werden, wodurch Verluste entstehen können. Andererseits können, wenn es sich bei dem Index-Sponsor oder der Index-Berechnungsstelle um die Emittentin oder ein mit ihr verbundenes Unternehmen handelt, Interessenkonflikte in Bezug auf die Emittentin oder das mit ihr verbundene Unternehmen entstehen, die darauf zurückzuführen sind, dass diese gemäß den Bedingungen der Wertpapiere und gemäß den Indexregeln eine andere Funktion ausüben. In diesem Fall können Interessenkonflikte auch dadurch entstehen, dass die Emittentin oder ein mit ihr verbundenes Unternehmen Vermögenswerte begeben hat oder besitzt, die gleichzeitig Bestandteile des Index sind, oder wenn die Emittentin oder ein mit ihr verbundenes Unternehmen Geschäftsbeziehungen zu Personen unterhält, die Vermögenswerte begeben haben oder besitzen, die gleichzeitig Bestandteile des Index sind.

Besondere Risiken im Zusammenhang mit Rohstoffen

Rohstoffe werden im Allgemeinen in drei Hauptkategorien eingeteilt: mineralische Rohstoffe (wie z.B. Öl, Gas, Aluminium oder Kupfer), landwirtschaftliche Erzeugnisse (wie z.B. Weizen oder Mais) und Edelmetalle (wie z.B. Gold oder Silber). Ein Großteil der Rohstoffe wird an spezialisierten Börsen oder direkt zwischen Marktteilnehmern außerbörslich in Form von so genannten Over-the-counter-Geschäften mittels weitgehend standardisierter Kontrakte gehandelt.

Die mit Rohstoffen verbundenen Preisrisiken sind häufig komplex, da die Preise in dieser Anlagekategorie größeren Schwankungen, d.h. größerer Volatilität, ausgesetzt sind, als dies bei anderen Anlagekategorien der Fall ist. Insbesondere weisen Rohstoffmärkte eine geringere Liquidität auf als Renten-, Devisen- oder Aktienmärkte. Daher wirken sich dort Angebots- oder Nachfrageveränderungen drastischer auf die Preise und die Volatilität aus. Folglich sind Anlagen in Rohstoffe komplexer und risikoreicher als Anlagen in Anleihen, Devisen oder Aktien.

Die Rohstoffpreise werden von verschiedenen, komplexen Faktoren beeinflusst. Die folgende Aufzählung typischer Einflussfaktoren auf Rohstoffpreise ist nicht abschließend zu verstehen.

- (a) *Angebot und Nachfrage.* Die Planung und Verwaltung des Rohstoffangebots ist äußerst zeitaufwendig. Daraus ergibt sich ein geringer Spielraum auf der Angebotsseite, und die Produktion kann nicht jederzeit schnell an Änderungen der Nachfrage angepasst werden. Die Nachfrage kann auch regional variieren. Die Kosten für den Transport der Rohstoffe an den Ort des Verbrauchs haben ebenfalls Auswirkungen auf die Preise. Aufgrund der zyklischen Natur

mancher Rohstoffe – beispielsweise können manche landwirtschaftlichen Erzeugnisse nur zu bestimmten Jahreszeiten geerntet oder hergestellt werden – können sich starke Preisschwankungen ergeben.

- (b) *Kosten der Direktanlage.* Bei der Direktanlage in Rohstoffe fallen Kosten für Lagerung und Versicherung sowie Steuern an. Zudem fallen auf Rohstoffe keine Zins- oder Dividendenausschüttungen an. Alle diese Faktoren haben einen Einfluss auf die Gesamrendite eines Rohstoffs.
- (c) *Liquidität.* Nicht alle Rohstoffmärkte sind liquide und können schnell und in ausreichendem Umfang auf Angebots- und Nachfrageveränderungen reagieren. Da der Handel an den Rohstoffmärkten von nur wenigen Marktteilnehmern betrieben wird, können sich umfangreiche Spekulationen nachteilig auswirken und zu Preisverzerrungen führen.
- (d) *Wetter und Naturkatastrophen.* Ungünstige Witterungsverhältnisse können das Angebot bestimmter Rohstoffe für das gesamte Jahr beeinflussen. Eine durch ungünstige Witterungsverhältnisse ausgelöste Verknappung auf der Angebotsseite kann starke und unvorhersehbare Preisschwankungen zur Folge haben. Die Verbreitung von Krankheiten und der Ausbruch von Epidemien können die Preise landwirtschaftlicher Erzeugnisse ebenfalls beeinflussen.
- (e) *Politische Risiken.* Häufig werden Rohstoffe in Schwellenländern produziert und in Industrieländern nachgefragt. Allerdings ist die politische und wirtschaftliche Lage in den Schwellenländern meist weitaus instabiler als in den Industrieländern. Schwellenländer sind zudem anfälliger für die mit politischen Umbrüchen und Wirtschaftskrisen verbundenen Risiken. Politische Krisen können das Vertrauen der Anleger erschüttern, was wiederum die Rohstoffpreise beeinflussen kann. Militärische und andere Auseinandersetzungen können die Angebots- und Nachfragestrukturen bestimmter Rohstoffe verändern. Zudem können Industrieländer die Ein- und Ausfuhr von Waren und Dienstleistungen mit einem Embargo belegen. Dadurch kann ein unmittelbarer oder mittelbarer Einfluss auf die Rohstoffpreise entstehen. Ferner bestehen Zusammenschlüsse oder Kartelle zwischen mehreren Rohstoffherzeugern, mittels derer das Angebot und dadurch die Preise gesteuert werden.
- (f) *Besteuerung.* Änderungen der Steuersätze und Tarife können die Renditen der Rohstoffherzeuger schmälern oder erhöhen. Werden entsprechende Kosten an die Anleger weitergegeben, wirken sich Änderungen der Steuersätze und Tarife auf den Preis des jeweiligen Rohstoffs aus.

Besondere Risiken im Zusammenhang mit Termingeschäften

- (a) *Allgemeines.* Bei Terminkontrakten auf Rohstoffe handelt es sich um standardisierte Termingeschäfte bezogen auf Rohstoffe, wie z.B. mineralische Rohstoffe, landwirtschaftliche Erzeugnisse und Edelmetalle, wohingegen es sich bei Finanzterminkontrakten um

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standardisierte Termingeschäfte bezogen auf Finanzinstrumente, wie z.B. Aktien, Anleihen, Indizes, Zinssätze oder Devisen, handelt.

Ein Terminkontrakt begründet die vertragliche Verpflichtung, einen bestimmten Betrag bzw. eine bestimmte Menge des jeweiligen Basiswerts zu einem festgelegten Termin in der Zukunft zu einem vereinbarten Preis zu kaufen oder zu verkaufen. Terminkontrakte werden an Terminbörsen gehandelt und sind daher standardisiert in Bezug auf die Kontraktgröße, die Art und Beschaffenheit des Basiswerts sowie gegebenenfalls den Lieferort und -zeitpunkt.

Grundsätzlich besteht eine enge Korrelation zwischen der Preisentwicklung für einen Basiswert an einem Kassamarkt und der korrespondierenden Terminbörse. Terminkontrakte werden jedoch meist mit einem Auf- oder Abschlag gegenüber dem Kassakurs des Basiswerts gehandelt. Der Unterschied zwischen dem Kassapreis und dem Preis des Terminkontrakts wird in der Terminbörsenterminologie als „Contango“ bzw. „Backwardation“ bezeichnet und resultiert einerseits aus der Miteinberechnung von bei Kassageschäften üblicherweise anfallenden Kosten (Lagerhaltung, Lieferung, Versicherungen etc.) beziehungsweise von mit Kassageschäften üblicherweise verbundenen Einnahmen (Zinsen, Dividenden etc.), andererseits aus der unterschiedlichen Bewertung allgemeiner Marktfaktoren am Kassamarkt bzw. an der Terminbörse und den entsprechenden Erwartungen der Marktteilnehmer. Ferner kann je nach Basiswert die Liquidität am Kassamarkt erheblich von derjenigen der entsprechenden Terminbörse abweichen.

Zudem kann für einen Anleger in Terminkontrakte auf Rohstoffe eine Situation entstehen, in der der Preis für Terminkontrakte auf Rohstoffe, deren Laufzeit zu einem späteren Zeitpunkt endet, höher (Contango) oder niedriger (Backwardation) ist als der aktuelle Kassapreis des entsprechenden Rohstoffs. Kurz vor dem Laufzeitende des jeweiligen Terminkontraktes nähern sich der Terminkurs und der Kassapreis des jeweiligen Rohstoffs an, so dass das auf den entsprechenden Terminkontrakt bezogene Wertpapier eine negative Wertentwicklung aufweisen kann, obwohl der Kassapreis des Rohstoffs ansteigt.

Beziehen sich die Wertpapiere auf den Börsenkurs der zugrunde liegenden Terminkontrakte, sind neben Kenntnissen über den Markt für den dem jeweiligen Terminkontrakt zugrunde liegenden Basiswert auch Kenntnisse über die Funktionsweise und Bewertungsfaktoren von Terminkontrakten für eine sachgerechte Bewertung der mit dem Kauf dieser Wertpapiere verbundenen Risiken notwendig. Handelt es sich bei dem dem Terminkontrakt zugrunde liegenden Basiswert um einen Rohstoff, so sollten neben den in diesem Abschnitt beschriebenen Risikofaktoren zudem die vorstehend unter „*Besondere Risiken im Zusammenhang mit Rohstoffen*“ dargestellten Risiken berücksichtigt werden.

- (b) *Rollover*. Da Terminkontrakte als Basiswert der Wertpapiere ein von der Laufzeit der Wertpapiere abweichendes Laufzeitende haben können, wird die Emittentin zu einem bestimmten Zeitpunkt den ursprünglich zugrunde liegenden Terminkontrakt sowie etwaige nachfolgende laufenden Terminkontrakte jeweils durch einen Terminkontrakt ersetzen, der einen späteren Fälligkeitstag hat, aber ansonsten dieselben Kontraktsspezifikationen aufweist wie der ursprünglich zugrunde liegende Terminkontrakt sowie etwaige nachfolgende laufenden Terminkontrakte (der „**Rollover**“). Ist die Berechnungsstelle an einem bestimmten Rollover-Tag der Ansicht, dass kein Terminkontrakt erhältlich ist, dessen Bedingungen oder maßgebliche Kontraktsspezifikationen denjenigen des zu ersetzenden Terminkontrakts entsprechen, ist die Emittentin berechtigt, die Wertpapiere zu kündigen oder den Terminkontrakt zu ersetzen. Der neue Terminkontrakt wird erforderlichenfalls mit einem Anpassungsfaktor multipliziert, um eine kontinuierliche Wertentwicklung der den Wertpapieren zugrunde liegenden Referenzwerte sicherzustellen.

Der Rollover wird an dem jeweils in den Endgültigen Bedingungen angegebenen Tag (der „**Rollover-Tag**“) innerhalb eines bestimmten Zeitfensters kurz vor dem Laufzeitende des laufenden Terminkontrakts ausgeführt. Hierfür löst die Emittentin an jedem Rollover-Tag ihre aufgrund der entsprechenden Absicherungsgeschäfte für den bestehenden Terminkontrakt, dessen Laufzeitende unmittelbar bevorsteht, eingegangenen Positionen auf und geht entsprechende Positionen in länger laufenden Terminkontrakten zu identischen Bedingungen ein. Neue Terminkontrakte werden in festgelegten Zeitabständen ausgewählt. So wird beispielsweise bei einem Zeitabstand von drei Monaten der im Januar ablaufende Terminkontrakt (der „**Alte Terminkontrakt**“) durch einen identischen Terminkontrakt (der „**Neue Terminkontrakt**“) ersetzt, der im April desselben Jahres abläuft.

Zur Deckung der durch den Rollover entstandenen Transaktionskosten wird eine Transaktionsgebühr in festgelegter Höhe (die „**Transaktionsgebühr**“) für jeden Terminkontrakt in der Handelswährung berechnet.

Da es der Emittentin nicht möglich sein wird, die Positionen in Bezug auf den Alten Terminkontrakt jeweils zu exakt demselben Preis des jeweiligen Basiswerts aufzulösen, zu dem sie die Positionen in Bezug auf den Neuen Terminkontrakt eingeht, wird auf Grundlage der Transaktionsgebühr sowie der Preise des Alten Terminkontrakts und des Neuen Terminkontrakts eine „**Rollover-Rate**“ ermittelt. Ist im Fall eines Terminkontrakts auf Rohstoffe am Rollover-Tag der Preis des Neuen Terminkontrakts höher als der Preis des Alten Terminkontrakts, kann dies zu Verlusten für die Anleger führen.

Besondere Risiken im Zusammenhang mit Basiswerten aus Schwellenländern

Eine Anlage in Wertpapieren, deren Basiswerte aus Schwellenländern stammen (siehe nachstehend), ist neben den Risiken, die üblicherweise mit Anlagen in anderen Ländern und anderen Anlageprodukten verbunden sind, mit erheblichen zusätzlichen (insbesondere rechtlichen, politischen und wirtschaftlichen) Risiken verbunden. Folglich ist eine Anlage in Wertpapiere, deren Basiswerte aus Schwellenländern stammen, nur für Anleger geeignet, die mit den besonderen Risiken einer Anlage in Vermögenswerte aus Schwellenländern vertraut sind und die über das erforderliche Wissen und die erforderlichen Sachkenntnisse in Finanzgeschäften verfügen, um die Risiken und die Vorteile einer Anlage in diese Wertpapiere beurteilen zu können.

Schwellenländer sind Länder, deren Wirtschaft an der Schwelle von der eines mäßig entwickelten Landes zu der eines Industrielandes steht. Basiswerte aus Schwellenländern umfassen beispielsweise Vermögenswerte, die an einer Börse in einem Schwellenland notiert oder gehandelt werden (wie z.B. bestimmte Terminkontrakte auf Rohstoffe oder Aktien), Devisen und Staatsanleihen von Schwellenländern, Aktien von Gesellschaften, deren Vermögenswerte sich in wesentlichem Umfang in Schwellenländern befinden oder die einen wesentlichen Teil ihrer Geschäftstätigkeit in Schwellenmärkten ausüben, sowie Indizes, zu denen Aktien oder andere Finanzinstrumente aus Schwellenländern gehören. Schwellenmärkte sind den Risiken politischer Umstürze und von Wirtschaftskrisen ausgesetzt. Bestimmte politische Risiken können in Schwellenländern größer sein als beispielsweise in EU-Mitgliedstaaten oder anderen Industrieländern.

So können beispielsweise ausländischen Anlegern Beschränkungen auferlegt werden, Vermögenswerte könnten einer Enteignung oder dieser gleichkommenden Steuern unterliegen, ausländische Bankguthaben oder sonstige Vermögenswerte können beschlagnahmt oder verstaatlicht werden, es kann zur Auferlegung von Devisenkontrollbeschränkungen kommen oder es können sonstige nachteilige politische und/oder gesellschaftliche Ereignisse eintreten. Zudem kann es an Schwellenmärkten zu nachteiligen Entwicklungen kommen, insbesondere in Bezug auf Inflationsraten, Wechselkursschwankungen oder die Zahlungsabwicklung. Jede der vorgenannten Beeinträchtigungen kann nachteilige Auswirkungen auf Anlagen in einem solchen Land haben und über einen längeren Zeitraum (Wochen oder sogar Monate) anhalten. Zudem kann jede der vorgenannten Beeinträchtigungen eine Marktstörung im Sinne der Bedingungen der unter diesem Basisprospekt begebenen Wertpapiere darstellen. Als Folge sind in dem entsprechenden Zeitraum für die von dieser Störung betroffenen Wertpapiere möglicherweise keine Kurse erhältlich. Stellt beispielsweise die Berechnungsstelle nach ihrem Ermessen fest, dass zu dem Zeitpunkt, zu dem ein Anleger an dem entsprechenden Bewertungstag ein Wertpapier ausübt, eine Marktstörung besteht oder andauert, kann der Bewertungstag um einen wesentlichen Zeitraum verschoben werden. Infolgedessen erhält der Anleger den Rückzahlungsbetrag möglicherweise erst mit erheblicher Verzögerung. Dauert die Marktstörung auch am letzten Tag des Zeitraums, um den die Bewertung verschoben wurde, noch an,

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wird der Referenzpreis des Basiswerts auf Grundlage der zu diesem Zeitpunkt vorherrschenden Marktbedingungen ermittelt und kann sogar null betragen.

Die Wertpapiermärkte in Schwellenländern sind in der Regel wesentlich weniger entwickelt sowie wesentlich kleiner und waren in der Vergangenheit zeitweilig volatiler und weniger liquide als die großen Wertpapiermärkte in stärker entwickelten Ländern. Es kann nicht gewährleistet werden, dass es künftig nicht zu einer solchen Volatilität oder Illiquidität kommen wird. Viele dieser Wertpapiermärkte verwenden darüber hinaus Clearing- und Abrechnungsverfahren, die weniger entwickelt, weniger zuverlässig und weniger effizient sind als diejenigen in stärker entwickelten Ländern. Ferner existiert möglicherweise in Schwellenländern eine allgemein geringere staatliche Aufsicht und Regulierung der Wertpapierbörsen und Wertpapierberater als in stärker entwickelten Ländern.

Offenlegungs- und Rechnungslegungsstandards sowie regulatorische Standards sind in Schwellenländern in vielerlei Hinsicht weniger streng als die Standards in stärker entwickelten Ländern; zudem stehen möglicherweise weniger öffentlich zugängliche Informationen über Unternehmen in diesen Ländern zur Verfügung als üblicherweise von oder über Unternehmen in stärker entwickelten Ländern veröffentlicht werden. Die Vermögenswerte und Verbindlichkeiten sowie Gewinne und Verluste, die in den Abschlüssen dieser Unternehmen ausgewiesen sind, spiegeln möglicherweise ihre Finanz- oder Ertragslage nicht in der Weise wider, wie dies der Fall wäre, wenn die betreffenden Abschlüsse in Übereinstimmung mit allgemein anerkannten internationalen Rechnungslegungsgrundsätzen in stärker entwickelten Ländern aufgestellt worden wären. Die Bewertung von Vermögenswerten, Abschreibungen, Währungsdifferenzen, latenten Steuern, Eventualverbindlichkeiten und Konsolidierungen werden möglicherweise ebenfalls anders als gemäß allgemein anerkannten internationalen Rechnungslegungsgrundsätzen behandelt, was die Bewertung des Basiswerts beeinflussen kann.

Sämtliche vorstehend genannten Faktoren können erhebliche nachteilige Auswirkungen auf den Wert der jeweiligen Wertpapiere haben.

ANGABEN ÜBER DIE EMITTENTIN, DIE GARANTIN UND DIE GARANTIE

Registrierungsformular

Die Pflichtangaben zur ABN AMRO Bank N.V., handelnd entweder über ihre Hauptniederlassung in den Niederlanden, ihre Niederlassung in London oder eine andere Niederlassung, wie jeweils in den Endgültigen Bedingungen spezifiziert, als Emittentin der Wertpapiere (die „**Emittentin**“) und zur ABN AMRO Holding N.V. als Garantin (die „**Garantin**“ oder die „ **Holding**“) sämtlicher Verbindlichkeiten der ABN AMRO Bank N.V., die dieser aus nach dem 15. Juni 1998 von der ABN AMRO Bank N.V. vorgenommenen Rechtshandlungen entstehen (die „**Garantie**“) sowie die Garantie sind in dem Registrierungsformular der ABN AMRO Holding N.V. und der ABN AMRO Bank N.V. vom 27. Juni 2008 enthalten, das von der zuständigen niederländischen Finanzmarktbehörde (*Autoriteit Financiële Markten*) gebilligt und gemäß § 11 Abs. 1 WpPG durch Verweis in diesen Basisprospekt einbezogen wurde (das „**Registrierungsformular**“).

Soweit nicht in diesem Basisprospekt oder in etwaigen Nachträgen hierzu etwas anderes angegeben ist, handelt es sich bei den in dem Registrierungsformular enthaltenen Angaben um die aktuellsten verfügbaren Angaben über die Emittentin und die Garantin.

Wesentliche Veränderungen

Seit dem 31. Dezember 2007 ist keine wesentliche Veränderung in der Finanzlage der Emittentin, der Holding oder der Gruppe eingetreten. Seit dem 31. Dezember 2007 hat es keine wesentlichen negativen Veränderungen in den Aussichten der Emittentin, der Holding oder der Gruppe gegeben mit Ausnahme solcher die aus der Übernahme der ABN AMRO Holding N.V. durch das Konsortium und der hieraus folgenden Übertragung von Geschäftseinheiten resultierenden. Eine aktuelle Darstellung der Restrukturierung findet sich auf Seite 6 des Registrierungsformulars.

Veröffentlichung von Informationen nach der Begebung von Wertpapieren

Die Emittentin beabsichtigt nicht, nach einer Begebung von Wertpapieren außer den gemäß § 16 WpPG anhand eines Nachtrags zu veröffentlichenden Angaben zusätzliche Informationen zur Verfügung zu stellen.

VERANTWORTLICHE PERSONEN

ABN AMRO Holding N.V. (hinsichtlich der sie selbst und die ABN AMRO Bank N.V. betreffenden Angaben) und ABN AMRO Bank N.V. (hinsichtlich der sie selbst betreffenden Angaben), deren jeweiliger Sitz und jeweilige Hauptverwaltung sich in Gustav Mahlerlaan 10, Postfach 283, 1000 EA Amsterdam, Niederlande, befinden, sind für die in diesem Basisprospekt gemachten Angaben verantwortlich und erklären ferner, dass ihres Wissens die in diesem Basisprospekt enthaltenen Angaben richtig und keine wesentlichen Umstände ausgelassen sind.

Die Emittentin versichert hiermit, dass sich die Abschnitte (i) „*Form of Final Terms*“ und „*Muster der Endgültigen Bedingungen*“, (ii) „*General Conditions*“ und „*Allgemeine Bedingungen*“ und (iii) „*Product Conditions*“ und „*Produktbedingungen*“ jeweils inhaltlich entsprechen.

WICHTIGER HINWEIS

Dieser Basisprospekt stellt weder für sich allein noch in Verbindung mit dem Registrierungsformular oder etwaigen Nachträgen ein Angebot zum Erwerb oder eine Aufforderung zur Abgabe eines Angebots bzw. zur Zeichnung von Wertpapieren dar und ist auch nicht als eine Empfehlung der Emittentin für die Zeichnung oder den Kauf von zukünftig durch die Emittentin zu begebenden Wertpapieren zu verstehen.

Die Verbreitung dieses Basisprospekts oder anderer Dokumente im Zusammenhang mit dem LaunchPAD-Programm sowie die Begebung, das Angebot, die Börsennotierung, der Verkauf oder die Lieferung der Wertpapiere durch die Emittentin sind unter keinen Umständen dahingehend auszulegen, dass die in diesem Basisprospekt beschriebene Finanzlage der Emittentin, der Garantin oder der ABN AMRO-Bankengruppe (die „**Gruppe**“) seit dem Datum dieses Basisprospekts unverändert geblieben sind. Nach § 16 Abs. 1 WpPG muss jeder wichtige neue Umstand oder jede wesentliche Unrichtigkeit in Bezug auf die in diesem Basisprospekt enthaltenen Angaben, die die Beurteilung der Wertpapiere beeinflussen könnten und die nach der Billigung dieses Basisprospekts und vor dem endgültigen Schluss des öffentlichen Angebots bzw. der Einführung oder Einbeziehung in den Handel an einem geregelten Markt auftreten oder festgestellt werden, in einem Nachtrag zu diesem Basisprospekt genannt werden.

Niemand ist befugt, im Zusammenhang mit der Emittentin, der Garantin oder der Gruppe andere als die in diesem Basisprospekt enthaltenen Angaben zu machen oder Zusicherungen abzugeben. Falls solche Angaben gemacht oder solche Zusicherungen abgegeben werden, sind sie nicht als von der Emittentin, der Garantin oder der Gruppe gebilligt anzusehen.

Die Verbreitung dieses Basisprospekts sowie das Angebot, der Verkauf oder die Lieferung der Wertpapiere können in einigen Ländern außerhalb der Bundesrepublik Deutschland aufgrund gesetzlicher Bestimmungen verboten sein. Die Emittentin fordert Personen, die in den Besitz dieses Basisprospekts gelangen, hiermit auf, sich selbst über solche Beschränkungen zu informieren und diese einzuhalten. Eine Beschreibung bestimmter Beschränkungen hinsichtlich der Verbreitung dieses Basisprospekts und der Angebotsunterlagen in Bezug auf die Wertpapiere sowie des Angebots, des Verkaufs und der Lieferung der Wertpapiere findet sich im Abschnitt „*Verkaufsbeschränkungen*“.

BESTEUERUNG

Potenzielle Erwerber der Wertpapiere, die sich über ihre steuerliche Situation hinsichtlich des Erwerbs, des Eigentums, der Übertragung oder der Einlösung bzw. Nichteinlösung der Wertpapiere nicht im Klaren sind, sollten den Rat ihres Steuerberaters einholen. Dabei umfasst der Begriff „Einlösung“ in der nachfolgenden Darstellung auch den Begriff der „Ausübung“ im Sinne der Produktbedingungen.

1. ALLGEMEINES

Unter Umständen haben Käufer der Wertpapiere nach Maßgabe des anwendbaren Rechts und der Gepflogenheiten des Landes, in dem die Wertpapiere erworben wurden, neben Ausgabe- oder Kaufpreis der Wertpapiere noch Stempelsteuern oder sonstige Abgaben zusätzlich zu entrichten.

Die Emittentin übernimmt weder die Haftung noch sonstige Verpflichtungen in Bezug auf die Entrichtung von Steuern, Abgaben oder ähnlichen Zahlungen, die im Zusammenhang mit dem Eigentum an den Wertpapieren, ihrer Übertragung oder Einlösung anfallen können. Die Anleger werden darauf hingewiesen, dass eine Erstattung etwa erhobener Steuern durch die Emittentin nach den Bedingungen der Wertpapiere nicht vorgesehen ist.

2. NIEDERLANDE

Der folgende Absatz, der lediglich als allgemeiner Hinweis zu verstehen ist, beruht auf der aktuellen Rechtslage und den Gepflogenheiten in den Niederlanden. Er fasst lediglich bestimmte Aspekte der Besteuerung in den Niederlanden zusammen, die unter Umständen in Bezug auf die Wertpapiere gelten, ist jedoch nicht als umfassende Darstellung sämtlicher steuerlichen Erwägungen zu verstehen, die gegebenenfalls von Bedeutung sein können.

Sämtliche Zahlungen der Emittentin in Bezug auf die Wertpapiere erfolgen ohne Einbehalt oder Abzug für oder aufgrund von Steuern gleich welcher Art, die von den Niederlanden oder einer Gebietskörperschaft oder einer mit der Befugnis zur Erhebung von Steuern ausgestatteten Behörde der Niederlande oder in den Niederlanden erhoben, auferlegt, einbehalten oder veranlagt werden, es sei denn, ein solcher Einbehalt wäre zukünftig gesetzlich vorgeschrieben.

3. BUNDESREPUBLIK DEUTSCHLAND

Die folgende Zusammenfassung der steuerlichen Auswirkungen einer Anlage in die Wertpapiere beruht auf den zum Zeitpunkt des Datums dieses Basisprospekts geltenden Steuergesetzen unter Berücksichtigung der zu diesem Zeitpunkt veröffentlichten Verwaltungs-

anweisungen und Rechtsprechung. **Die steuerlichen Auswirkungen können sich aufgrund künftiger Gesetzesänderungen – unter Umständen auch rückwirkend – ändern.**

Diese Zusammenfassung gibt die Auffassung der Emittentin in Bezug auf die steuerlichen Folgen einer Anlage in die Wertpapiere wieder und sollte nicht als Garantie für eine bestimmte Behandlung der Wertpapiere oder eine bestimmte Rechtsfolge missverstanden werden. Diese Darstellung ist zudem von vorneherein nicht geeignet, als alleinige Grundlage für die Einschätzung der steuerlichen Folgen einer Anlage in die Wertpapiere zu dienen, da stets die individuellen Verhältnisse des Anlegers zu berücksichtigen sind. Folglich beschränkt sich diese Darstellung auf eine allgemeine Erörterung bestimmter einkommensteuerlicher Folgen in Deutschland. **Anlageinteressenten wird dringend empfohlen, hinsichtlich der steuerlichen Auswirkungen einer Anlage in die Wertpapiere ihren eigenen steuerlichen Berater zu Rate zu ziehen.**

3.1 In Deutschland unbeschränkt steuerpflichtige natürliche Personen

Die Besteuerung von in Deutschland unbeschränkt steuerpflichtigen natürlichen **Personen** richtet sich einerseits nach der genauen Ausgestaltung und damit der steuerlichen Einordnung der Wertpapiere (Finanzinnovation oder keine Finanzinnovation im Sinne des § 20 Abs. 2 Satz 1 Nr. 4 Einkommensteuergesetz („**ESTG**“)) und andererseits nach dem Erwerbs- bzw. dem Veräußerungszeitpunkt der Wertpapiere. Ob ein Wertpapier eine **Finanzinnovation** darstellt oder nicht, bestimmt sich – vereinfacht gesagt – danach, ob nach den Bedingungen des Wertpapiers eine (auch teilweise) **Rückzahlung des überlassenen Kapitalvermögens** und/oder ein **Entgelt für die Überlassung des Kapitalvermögens** zugesagt ist (dann: **Finanzinnovation**) oder ob dies nicht der Fall ist (z.B. Wertpapiere ohne Kapitalgarantie und ohne zugesagte Verzinsung).

Da mit dem Unternehmensteuerreformgesetz 2008 die Besteuerung von Kapitalerträgen wesentlich geändert wurde (u.a. Einführung einer sog. Abgeltungssteuer), wird nachstehend sowohl die bisherige Rechtslage als auch die zukünftige Rechtslage unter Berücksichtigung der Übergangsregelungen und Anwendungszeitpunkte dargestellt.

(a) Besteuerung nach gegenwärtigem Recht

(aa) Besteuerung als Finanzinnovation

Unter der Voraussetzung, dass die Wertpapiere als Finanzinnovationen qualifiziert werden, gelten Gewinne aus dem Verkauf oder der Einlösung der Wertpapiere, die im **Privatvermögen** gehalten werden, als Einkünfte aus Kapitalvermögen und unterliegen damit grundsätzlich der Einkommensteuer zuzüglich des auf diese Steuer anfallenden Solidaritätszuschlags in Höhe

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von 5,5 % (ggf. zuzüglich Kirchensteuer). Umgekehrt sind Verluste als negative Einkünfte aus Kapitalvermögen grundsätzlich mit anderen positiven Einkünften verrechenbar.

Nach der Rechtsprechung des Bundesfinanzhofs („**BFH**“) kommt es jedoch sowohl hinsichtlich der Steuerpflicht als auch hinsichtlich der Verrechenbarkeit von Verlusten auf die konkreten Bedingungen der Wertpapiere im Einzelfall an. So hat z.B. der BFH in einem Urteil vom 4. Dezember 2007 (Az.: VIII R 53/05) entschieden, dass Gewinne aus dem Verkauf oder der Einlösung von Wertpapieren mit einer garantierten Rückzahlung eines Teils des hingegebenen Kapitals nur hinsichtlich des Teils steuerpflichtig sind, der der garantierten Mindestrückzahlung zuzuordnen ist. Beträgt also beispielsweise die garantierte Mindestrückzahlung 10 % des überlassenen Kapitalvermögens, sind auch nur 10 % der anlässlich der Veräußerung oder Einlösung entstandenen Gewinne steuerpflichtig. Die Entscheidung äußert sich nicht ausdrücklich zu ggf. entstandenen Verlusten. Sind solche entstanden, sollten hiervon aber bei einer vereinbarten Mindestrückzahlung von 10 % höchstens 10 % des Verlustes als negative Einkünfte aus Kapitalvermögen mit anderen Einkünften verrechnet werden können.

Für den Fall, dass Wertpapiere zum **Betriebsvermögen** einer in Deutschland ansässigen natürlichen Person gehören, unterliegen die Gewinne und Verluste aus ihrem Verkauf oder ihrer Einlösung in voller Höhe der Einkommensteuer. Die dargestellte neuere Rechtsprechung führt in diesem Fall zu keinem abweichenden Ergebnis, da sie nur für im Privatvermögen gehaltene Wertpapiere gilt. Handelt es sich um ein gewerbliches Betriebsvermögen, unterliegen die Gewinne und Verluste aus dem Verkauf oder der Einlösung der Wertpapiere auch der Gewerbesteuer.

Werden die Wertpapiere im Wertpapierdepot eines deutschen Kredit- oder Finanzdienstleistungsinstituts oder einer inländischen Zweigstelle eines ausländischen Kredit- oder Finanzdienstleistungsinstituts verwahrt (die „**auszahlende Stelle**“, die ab der Anwendung der Abgeltungssteuer auch deutsche Wertpapierhandelsunternehmen und deutsche Wertpapierhandelsbanken umfasst, vgl. unten), wird bei ihrem **Verkauf oder ihrer Einlösung** eine Kapitalertragsteuer (also ein Abzug von den Zahlungen an den Anleger durch die auszahlende Stelle) auf die Erträge aus dem Verkauf oder der Einlösung in Höhe von 30 % (zuzüglich 5,5 % Solidaritätszuschlag auf diese Steuer und ggf. zuzüglich Kirchensteuer) einbehalten. Die Kapitalertragsteuer auf die Erträge aus dem Verkauf oder der Einlösung wird auf den Überschuss der Einnahmen aus dem Verkauf oder der Einlösung über den für die Wertpapiere bezahlten Kaufpreis erhoben, soweit die Wertpapiere seit ihrem Erwerb ständig in einem Wertpapierdepot bei dem entsprechenden Institut verwahrt wurden. Haben sich die Verwahrungsverhältnisse seit dem Erwerb der Wertpapiere verändert, wird auf denjenigen Betrag eine Steuer erhoben, der 30 % (zuzüglich 5,5 % Solidaritätszuschlag auf diese Steuer und ggf. zuzüglich Kirchensteuer) der Erlöse aus dem Verkauf oder der Einlösung entspricht.

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Die Emittentin der Wertpapiere ist nach deutschem Steuerrecht – soweit sie nicht als auszahlende Stelle für den Anleger fungiert – nicht verpflichtet, bei Verkauf oder Einlösung der Wertpapiere Kapitalertragsteuern einzubehalten.

Die einbehaltene Kapitalertragsteuer wird in Deutschland auf die endgültige Einkommensteuerlast des Anlegers im Rahmen der Veranlagung, in der die Erträge zu erklären sind, angerechnet. In Deutschland ansässige natürliche Personen sind berechtigt, für Einkünfte aus Kapitalanlagen (einschließlich Zinserträgen) einen „*Sparerfreibetrag*“ von EUR 750 und Werbungskosten von pauschal EUR 51 (für zusammen veranlagte Ehepaare EUR 1.500 und EUR 102) geltend zu machen. Anleger, die natürliche Personen sind, können in den Genuss der Steuerfreistellung für die von ihnen erhaltenen Zahlungen kommen, sofern die Wertpapiere nicht ihrem Betriebsvermögen in Deutschland zuzurechnen sind und sie der auszahlenden Stelle einen Freistellungsauftrag erteilen. In diesem Fall wird die auszahlende Stelle bis zur Höhe des im Freistellungsauftrag ausgewiesenen Betrages (zu den Höchstbeträgen siehe oben) – unter Berücksichtigung von sonstigen Einkünften aus Kapitalanlagen – keine Steuern einbehalten. Zudem wird die auszahlende Stelle keine Steuern einbehalten, wenn der Anleger der auszahlenden Stelle eine vom örtlichen Finanzamt ausgestellte Nichtveranlagungsbescheinigung vorlegt.

(bb) Besteuerung als Nicht-Finanzinnovation

Sind die Wertpapiere nicht als Finanzinnovationen zu qualifizieren, gelten Gewinne aus dem Verkauf oder der Einlösung der Wertpapiere, die im **Privatvermögen** gehalten werden, nicht als Einkünfte aus Kapitalvermögen im Sinne des § 20 EStG. Solche Gewinne oder Verluste gelten im Rahmen des § 23 EStG als steuerpflichtige Gewinne oder Verluste aus privaten Veräußerungsgeschäften, wenn die Wertpapiere **innerhalb eines Jahres** nach ihrem Erwerb verkauft oder eingelöst werden. Hat der Anleger mehrere Wertpapiere zu verschiedenen Zeitpunkten erworben, gelten die zuerst erworbenen Wertpapiere als zuerst verkauft.

Gewinne aus privaten Veräußerungsgeschäften unterliegen der vollständigen Besteuerung, wenn sie – alleine oder zusammen mit anderen Gewinnen aus privaten Veräußerungsgeschäften – innerhalb eines Kalenderjahres mindestens EUR 600 betragen. Gewinne unterhalb der Freigrenze von EUR 600 sind steuerfrei. Die innerhalb des Kalenderjahres realisierten Verluste können ausschließlich mit anderen Gewinnen aus privaten Veräußerungsgeschäften ausgeglichen werden. Soweit ein solcher Ausgleich in dem Jahr, in dem der Verlust realisiert wurde, nicht möglich ist, kann der Verlust auf das vorangegangene Jahr zurückgetragen oder in künftige Jahre vorgetragen werden und – vorbehaltlich bestimmter Beschränkungen – mit in anderen Veranlagungszeiträumen erzielten Gewinnen aus privaten Veräußerungsgeschäften verrechnet werden.

Werden die Wertpapiere länger als ein Jahr gehalten, sind Gewinne aus ihrer Veräußerung oder Einlösung nicht steuerpflichtig, soweit sie im Privatvermögen gehalten werden. Realisierte Verluste können in diesem Fall steuerlich nicht geltend gemacht werden.

Gehören die Wertpapiere zum **Betriebsvermögen** einer in Deutschland ansässigen natürlichen Person, unterliegen die Gewinne und Verluste aus dem Verkauf oder der Einlösung der Wertpapiere in voller Höhe der Einkommensteuer. Handelt es sich um ein gewerbliches Betriebsvermögen, unterliegen die Gewinne und Verluste aus dem Verkauf oder der Einlösung der Wertpapiere auch der Gewerbesteuer.

Erlöse aus dem Verkauf oder der Einlösung von Wertpapieren, die nicht als Finanzinnovationen zu qualifizieren sind, unterliegen nicht der Kapitalertragsteuer. Etwaige steuerpflichtige Erträge sind im Rahmen der Steuerveranlagung vom Anleger zu erklären und zu versteuern.

(b) Besteuerung gemäß der Abgeltungssteuer

Mit dem Unternehmensteuerreformgesetz 2008 wurde für in Deutschland unbeschränkt steuerpflichtige Anleger eine sog. Abgeltungssteuer auf Kapitalerträge im **Privatvermögen** eingeführt. Unter die Abgeltungssteuer fallen neben Zinsen, Dividenden und Stillhalterprämien u.a. auch die Gewinne aus der Veräußerung oder Einlösung von Wertpapieren unabhängig von deren Haltedauer. Der Steuersatz beläuft sich grundsätzlich pauschal auf 25 % (zuzüglich 5,5 % Solidaritätszuschlag und ggf. Kirchensteuer, wobei sich in diesem Fall die Abgeltungssteuer um 25 % der auf die Kapitalerträge entfallenden Kirchensteuer reduziert). Für jeden Veranlagungszeitraum wird ein Sparer-Pauschbetrag von EUR 801 für einzelveranlagte Steuerpflichtige bzw. von EUR 1.602 für zusammenveranlagte Ehegatten als Werbungskosten berücksichtigt. Der Abzug der tatsächlichen Werbungskosten ist ausgeschlossen.

Ist die Abgeltungssteuer anwendbar, gilt hinsichtlich des Kapitalertragsteuereinkommels Folgendes:

Wenn die Wertpapiere in einem Depot einer auszahlenden Stelle (einschließlich Depots bei deutschen Wertpapierhandelsunternehmen oder deutschen Wertpapierhandelsbanken) seit dem Erwerb verwahrt werden, wird diese Stelle 25 % Kapitalertragsteuer (zuzüglich Solidaritätszuschlag und ggf. Kirchensteuer, vgl. oben) auf den Gewinn aus der Veräußerung oder Einlösung erheben. Soweit die Wertpapiere nicht seit dem Erwerb von derselben auszahlenden Stelle verwahrt worden sind, wird die auszahlende Stelle bei einer Veräußerung oder Einlösung der Wertpapiere die eben genannte Kapitalertragsteuer i.H.v. 25 % (zuzüglich Solidaritätszuschlag und ggf. Kirchensteuer, vgl. oben) auf 30 % des Erlöses aus der Veräußerung oder der Einlösung des Wertpapiers erheben, es sei denn, ihr gegenüber wurden die tatsächlichen Anschaffungskosten des Wertpapiers durch eine Bescheinigung der bisherigen auszahlenden

Stelle oder eines Kredit- oder Finanzdienstleistungsinstituts mit Sitz in einem der Mitgliedstaaten der Europäischen Gemeinschaft oder in einem anderen Vertragsstaat des EWR-Abkommens nachgewiesen.

Die Einbehaltung von Kapitalertragsteuer hat für Anleger, die ihre Wertpapiere im Privatvermögen halten, abgeltende Wirkung.

Sofern der persönliche Einkommensteuersatz des Anlegers niedriger als der Abgeltungssteuersatz ist, kann der Anleger eine Veranlagung zur Einkommensteuer nach den allgemeinen Regeln beantragen. Jedoch ist auch in diesem Fall kein Abzug der tatsächlich im Zusammenhang mit diesen Einkünften entstandenen Werbungskosten möglich.

Bei einer Verwahrung der Wertpapiere bei einem ausländischen Kredit- oder Finanzdienstleistungsinstitut ist, da in diesem Fall keine deutsche Kapitalertragsteuer einbehalten wird, der Ertrag aus einer Veräußerung oder Einlösung vom Anleger in seiner Einkommensteuererklärung anzugeben.

Gehören die Wertpapiere zum **Betriebsvermögen** eines Anlegers oder gehören die Einkünfte daraus zu den Einkünften aus Vermietung und Verpachtung so ist – wie schon nach gegenwärtigem Recht – jeder Gewinn einkommensteuerpflichtig und jeder Verlust abzugsfähig. Für die Einkommensteuer ist dabei der progressive Steuersatz des Anlegers und nicht die Abgeltungssteuer mit dem pauschalen Steuersatz in Höhe von 25 % (zuzüglich Solidaritätszuschlag und ggf. Kirchensteuer, vgl. oben) anwendbar. Ferner müssen Gewinne oder Verluste für Gewerbesteuerzwecke erfasst werden, wenn die Wertpapiere zum Betriebsvermögen eines in Deutschland belegenen Gewerbebetriebs gehören.

(c) Zeitpunkt der Anwendung der Abgeltungssteuer

(aa) Besteuerung als Finanzinnovation

Kapitalerträge aus Wertpapieren, die als Finanzinnovationen gelten und durch Veräußerung oder Einlösung erzielt werden, unterliegen mit Zufluss nach dem 31. Dezember 2008 der Abgeltungssteuer.

(bb) Besteuerung als Nicht-Finanzinnovation

Für Wertpapiere, die nicht als Finanzinnovationen zu qualifizieren sind, gelten hinsichtlich der Anwendung der Vorschriften zur Abgeltungssteuer die nachfolgenden Regelungen:

- Werden die Wertpapiere nach dem 31. Dezember 2008 erworben, unterliegen Gewinne oder Verluste aus der Veräußerung oder Einlösung unabhängig von der Haltedauer der Abgeltungssteuer.

- Werden die Wertpapiere vor dem 1. Januar 2009 erworben und **innerhalb eines Jahres** nach der Anschaffung veräußert oder eingelöst, gelten die Besteuerungsregeln des gegenwärtigen Rechts, d. h. ein entstehender Gewinn ist mit dem progressiven Steuersatz des Anlegers steuerpflichtig und Verluste sind mit Gewinnen aus anderen privaten Veräußerungsgeschäften verrechenbar; die Abgeltungssteuer kommt nicht zur Anwendung.
- Werden die Wertpapiere vor dem 1. Januar 2009 erworben und werden diese vor dem 1. Juli 2009 veräußert oder eingelöst, so ist ein daraus entstehender Gewinn oder Verlust steuerlich unbeachtlich, wenn die Wertpapiere **nach Ablauf eines Jahres** nach dem Erwerb veräußert oder eingelöst wird.
- Werden die Wertpapiere vor dem 1. Januar 2009 erworben und erst nach dem 30. Juni 2009 und **nach Ablauf eines Jahres** nach der Anschaffung veräußert oder eingelöst, unterliegt ein dabei entstehender Gewinn oder Verlust unabhängig von der Haltedauer stets der Abgeltungssteuer.

(d) Verluste

Verluste aus Wertpapieren können, wenn die Abgeltungssteuer anwendbar ist, nur mit anderen Einkünften aus Kapitalvermögen verrechnet werden; eine Verrechnung mit anderen Einkunftsarten ist ausgeschlossen. Ein Verlustrücktrag ist nicht, ein Verlustvortrag ist zeitlich unbegrenzt möglich. Verluste aus Wertpapieren, deren Rechtserwerb vor dem 1. Januar 2009 und deren Veräußerung oder Einlösung innerhalb der Jahresfrist erfolgt, können zeitlich begrenzt (bis 2013) mit Gewinnen aus Veräußerungstatbeständen des § 20 Abs. 2 EStG verrechnet werden, die bereits der Abgeltungssteuer unterliegen. Verluste, die aus der Veräußerung von Aktien resultieren, können jedoch nur mit Gewinnen aus der Veräußerung von Aktien verrechnet werden.

3.2 In Deutschland unbeschränkt steuerpflichtige Körperschaften

Werden die Wertpapiere im Betriebsvermögen einer in Deutschland unbeschränkt steuerpflichtigen Körperschaft gehalten, sind sämtliche Gewinne aus der Veräußerung oder Einlösung steuerpflichtig und sämtliche Verluste sollten steuerlich abziehbar sein. Dies gilt unabhängig davon, ob die Wertpapiere als Finanzinnovation ausgestaltet sind oder nicht.

Auf Gewinne aus der Veräußerung oder Einlösung der Wertpapiere ist durch die auszahlende Stelle grundsätzlich keine Kapitalertragsteuer einzubehalten, soweit die Erträge nach dem 31. Dezember 2008 zufließen.

3.3 In Deutschland nicht unbeschränkt steuerpflichtige Personen

Nicht in Deutschland ansässige Anleger sind mit ihren Einkünften aus den Wertpapieren generell nicht in Deutschland steuerpflichtig und es wird von ihnen keine Kapitalertragsteuer erhoben (selbst dann nicht, wenn die Wertpapiere als Finanzinnovationen zu qualifizieren sind und in einem Wertpapierdepot einer auszahlenden Stelle verwahrt werden). Ausnahmeregelungen können zur Anwendung kommen, wenn zum Beispiel die Wertpapiere im Betriebsvermögen einer ständigen Niederlassung des Anlegers in Deutschland (inländische Betriebsstätte oder inländischer ständiger Vertreter) gehalten werden, die Einkünfte sonstiges Einkommen aus deutschen Quellen (z.B. Einkünfte aus Vermietung und Verpachtung) sind oder Formvorschriften nicht erfüllt werden.

4. ÖSTERREICH

Die hier gegebenen Hinweise entbinden den Investor nicht davon, zur konkreten steuerlichen Behandlung des Wertpapiers einen Berater zu konsultieren, und sind auch nicht endgültig. Es besteht keine Garantie, dass die österreichischen Finanzbehörden zu den nachstehenden Punkten dieselbe Auffassung wie die Emittentin vertreten. Verwiesen wird insbesondere auch darauf, dass sich die steuerliche Beurteilung innovativer Finanzmarktprodukte durch Finanzverwaltung und Rechtsprechung (auch rückwirkend) ändern und zu anderen als den hier beschriebenen Ergebnissen führen kann. Eine konkrete Entscheidung oder verbindliche Auskunft über die steuerliche Behandlung der gegenständlichen Wertpapiere in Österreich liegt nicht vor.

4.1 Steuerliche Behandlung in Österreich steuerlich ansässiger Investoren

(a) *Private Investoren*

Gemäß § 124b Z 85 des österreichischen Einkommensteuergesetzes („**ESTG**“) gelten sämtliche Erträge aus ab einschließlich 1. März 2004 begebenen Indexanleihen und ähnlichen strukturierten Produkten als Einkünfte aus Kapitalvermögen (§ 27 EStG). Nach Auffassung der österreichischen Finanzverwaltung bestehen außerdem keine Bedenken, § 124b Z 85 EStG analog auch auf Wertpapiere anzuwenden, bei denen der Anleger einen Anspruch auf Rückzahlung des hingegebenen Kapitals hat und die Höhe der Rückzahlung sich nach der Wertentwicklung einzelner Aktien oder einzelner anderer Wirtschaftsgüter richtet, die in ihrer Gesamtheit nicht als Index anzusehen sind (Bundesministerium für Finanzen; „**BMF**“, EStR 2000 Rz 6198a).

Die vom Anleger erzielten Differenzen zwischen Erwerbspreis und Abrechnungsbetrag des Wertpapiers, die auf die Entwicklung des Referenzwertes zurückgehen, sind aus österreichischer steuerrechtlicher Sicht als Zinsen (§ 27 Abs. 2 Z 2 EStG) zu qualifizieren. Ebenso

sind nach der Verwaltungspraxis auch positive Differenzen, die aufgrund der Entwicklung des Referenzwertes bei der Veräußerung des Wertpapiers vor dem Abrechnungstermin entstehen, Einkünfte aus Kapitalvermögen.

Die Zinserträge unterliegen nach österreichischem Recht bei einem in Österreich unbeschränkt steuerpflichtigen Anleger der Steuerpflicht. In zeitlicher Hinsicht sind die Zinserträge bei Privatanlegern im Zeitpunkt ihres Zuflusses steuerlich zu erfassen, nach der Verwaltungspraxis somit grundsätzlich bei Abrechnung oder Veräußerung des Wertpapiers. Eine laufende steuerliche Erfassung von Wertsteigerungen aufgrund einer positiven Entwicklung des Referenzwertes oder des Börsenkurses des Wertpapiers findet bei Privatanlegern nicht statt.

Werden die Zinserträge aus einem Forderungswertpapier von einer inländischen kuponauszahlenden Stelle (üblicherweise die Depotbank) ausbezahlt, unterliegen die Erträge bei einem in Österreich unbeschränkt steuerpflichtigen Anleger, der das Forderungswertpapier im Privatvermögen hält, einem 25 %igen Kapitalertragsteuerabzug. Werden Forderungswertpapiere bei ihrer Begebung sowohl in rechtlicher als auch in tatsächlicher Hinsicht einem unbestimmten Personenkreis angeboten, hat dieser Steuerabzug für unbeschränkt steuerpflichtige natürliche Personen Endbesteuerungswirkung, so dass die Einkommensteuerpflicht damit abgegolten ist (BMF, EStR 2000 Rz 7799). Unterliegt der Anleger in Österreich einem unter 25 % liegenden durchschnittlichen Einkommensteuersatz, ist über Antrag eine Veranlagung der Zinserträge möglich. In Abwesenheit einer inländischen kuponauszahlenden Stelle sind die Erträge im Wege der Veranlagung zu erfassen und unterliegen der Einkommensteuer mit dem Sondersteuersatz in der Höhe von 25 % (§ 37 Abs. 8 EStG; BMF, EStR 2000 Rz. 7377a). Der Abzug von Werbungskosten, die mit den Wertpapieren, deren Erträge der Endbesteuerung oder dem Sondersteuersatz von 25 % unterliegen, in unmittelbarem wirtschaftlichem Zusammenhang stehen, ist nicht zulässig.

Werden die Zinserträge vor dem Abrechnungstermin durch Veräußerung des Forderungswertpapiers realisiert, erfolgt eine steuerliche Erfassung bis zu diesem Zeitpunkt angelaufener Zinserträge beim Veräußerer (Stückzinsen). Diese Zinserträge unterliegen der oben beschriebenen (abzug-)steuerlichen Behandlung.

(b) Betriebliche Investoren

Werden die Wertpapiere im Betriebsvermögen gehalten, liegen betriebliche Einkünfte vor.

Im Fall von Kapitalgesellschaften unterliegen diese Einkünfte der Körperschaftsteuer in der Höhe von 25 %.

Bei natürlichen Personen bleibt es bei der 25%igen Kapitalertragsteuer mit Endbesteuerungswirkung, wenn die Zinserträge aus dem Wertpapier von einer inländischen kuponauszahlenden

Stelle ausbezahlt werden, oder der Einkommensteuer mit dem Sondersteuersatz in der Höhe von 25 %, wenn keine inländische kuponauszahlende Stelle vorliegt. Der Abzug von Betriebsausgaben, die mit den Wertpapieren, deren Erträge der Endbesteuerung oder dem Sondersteuersatz von 25 % unterliegen, in unmittelbarem wirtschaftlichem Zusammenhang stehen, ist nicht zulässig.

(c) *Produkte mit einem Hebel von zumindest fünf*

Weist ein gehebeltes Produkt einen Hebel von zumindest fünf auf (beträgt der anfängliche Kapitaleinsatz also 20 % oder weniger des Wertes des zugrundeliegenden Basiswertes zum Zeitpunkt der Begebung des Hebelproduktes), gelten positive Erträge solcher Produkte als Veräußerungsgewinn und nicht als Einkünfte aus Kapitalvermögen.

Im Fall eines privaten Investors unterliegen Gewinne aus der Veräußerung von Wertpapieren nur dann der Einkommensteuerpflicht in Österreich, wenn das Wertpapier innerhalb eines Jahres nach dessen Erwerb veräußert wird (sogenanntes Spekulationsgeschäft). Einkünfte aus Spekulationsgeschäften unterliegen der Einkommensteuer zum Regeltarif von bis zu 50 %. Nach einer Haltedauer von einem Jahr sind die Veräußerungsgewinne in Österreich nicht mehr einkommensteuerpflichtig.

Veräußerungsgewinne aus zumindest fünffach gehebelten Produkten, die im Betriebsvermögen gehalten werden, unterliegen der Einkommensteuer zum Regeltarif von bis zu 50 % im Fall einer natürlichen Person oder der Körperschaftsteuer in der Höhe von 25 % unabhängig von einer bestimmten Haltedauer.

(d) *Risiko der Qualifikation als Anteilscheine an einem nicht-österreichischen Investmentfonds*

Als nicht-österreichischer Investmentfonds gilt, ungeachtet der Rechtsform, jedes einem ausländischen Recht unterstehende Vermögen, das nach dem Gesetz, der Satzung oder der tatsächlichen Übung nach den Grundsätzen der Risikostreuung angelegt ist und keine Veranlagungsgemeinschaft in Immobilien ist (§ 42 Abs. 1 des österreichischen Investmentfondsgesetzes; „**InvFG**“). Nach Auffassung der österreichischen Finanzverwaltung können die steuerlichen Sondervorschriften für nicht-österreichische Investmentfonds im Grundsatz auch anzuwenden sein, wenn eine Rückzahlung unter einem Wertpapier nur von der Wertentwicklung bestimmter Wertpapiere abhängig gemacht wird (Indexwertpapiere). Die Qualifikation eines Indexwertpapiers als Anteil an einem nicht-österreichischen Investmentfonds kann für den Investor andere als die beschriebenen steuerlichen Folgen haben.

Ein nicht-österreichischer Investmentfonds i.S.d. §§ 42 ff. InvFG ist jedoch dann nicht anzunehmen, wenn die Rückzahlung nur von der Wertentwicklung bestimmter Wertpapiere abhängig gemacht wird und weder für Zwecke der Emission ein überwiegender tatsächlicher

Erwerb der dem Index zugrundeliegenden Wertpapiere durch den Emittenten, einen gegebenenfalls von ihm beauftragten Treuhänder oder eine direkte oder indirekte Tochtergesellschaft erfolgt noch ein aktiv gemanagtes Vermögen vorliegt (BMF, InvFR 2003 Rz. 277 f.). Die InvFR 2003 werden gegenwärtig durch das BMF überarbeitet. Das Risiko einer Qualifikation als Anteilschein an einem nicht-österreichischen Investmentfonds ist für jedes Wertpapier gesondert zu beurteilen.

4.2 Steuerliche Behandlung nicht in Österreich steuerlich ansässiger Investoren

(a) Österreichische Einkommensteuerpflicht

Gemäß § 98 Abs. 1 Z 5 EStG sind Investoren, die für steuerliche Zwecke nicht in Österreich ansässig sind, mit den unter den Wertpapieren empfangenen Zinsen in Österreich grundsätzlich nicht einkommensteuerpflichtig. Werden die Zinsen von einer inländischen kuponanzahlenden Stelle gezahlt, darf im Fall natürlicher Personen, die die Wertpapiere im Privatvermögen halten, der Abzug von Kapitalertragsteuer in der Höhe von 25 % nur dann unterbleiben, wenn der Investor der kuponanzahlenden Stelle seine Ausländereigenschaft nachweist oder glaubhaft macht, indem er einen amtlichen Lichtbildausweis vorlegt, aus dem zweifelsfrei seine Identität hervorgeht. Österreichische Staatsbürger oder Staatsbürger der österreichischen Nachbarländer müssen zusätzlich schriftlich erklären, dass sie weder einen Wohnsitz noch ihren gewöhnlichen Aufenthalt in Österreich haben. Damit der Kapitalertragsteuerabzug unterbleiben kann, müssen sich die Wertpapiere außerdem auf dem Depot einer inländischen Bank befinden (BMF, EStR 2000 Rz. 7775 f.). Ist der Investor keine natürliche Person, kann der Kapitalertragsteuerabzug unterbleiben, wenn der Investor der kuponanzahlenden Stelle eine Befreiungserklärung vorlegt, eine Kopie der Befreiungserklärung unter Angabe der Steuernummer im Wege der kuponanzahlenden Stelle an das zuständige Finanzamt weitergeleitet wird und das Wertpapier auf dem Depot eines inländischen Kreditinstitutes hinterlegt ist.

Einkünfte aus Spekulationsgeschäften im Zusammenhang mit den Wertpapieren sollten für Investoren, die für steuerliche Zwecke nicht in Österreich ansässig sind, in Österreich nicht einkommensteuerpflichtig sein. Für Einkünfte aus Spekulationsgeschäften besteht eine beschränkte Steuerpflicht gemäß § 98 Abs. 1 Z 7 EStG nur insoweit, als es sich um Spekulationsgeschäfte mit inländischen Grundstücken oder mit inländischen Rechten handelt, die den Vorschriften des bürgerlichen Rechts über Grundstücke unterliegen. Davon wird bei den gegenständlichen Wertpapieren nicht ausgegangen.

(b) Österreichische EU-Quellensteuerpflicht

In Österreich wurde die Richtlinie 2003/48/EG vom 3. Juni 2003 durch das EU-Quellensteuergesetz („**EU-QuStG**“) in nationales Recht umgesetzt. Nach dem EU-QuStG

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unterliegen Zinsen, die eine inländische Zahlstelle an einen wirtschaftlichen Eigentümer, der eine in einem anderen EU-Mitgliedstaat ansässige natürliche Person ist, zahlt oder zu dessen Gunsten einzieht, der EU-Quellensteuer in der Höhe von gegenwärtig 15 % (ab 1. Juli 2008: 20 %; ab 1. Juli 2011: 35 %). Als Zinsen i.S.d. EU-QuStG gelten unter anderem gezahlte oder einem Konto gutgeschriebene Zinsen oder bezahlte Zinsen, die mit Forderungen jeglicher Art zusammenhängen, unabhängig davon, ob diese hypothekarisch gesichert sind und ob sie ein Recht auf Beteiligung am Gewinn des Schuldners beinhalten, insbesondere Erträge aus Staatspapieren, Anleihen und Schuldverschreibungen einschließlich der mit diesen Titeln verbundenen Prämien und Gewinne.

Keine EU-Quellensteuer wird unter anderem dann erhoben, wenn der wirtschaftliche Eigentümer der Zinsen der Zahlstelle eine vom Wohnsitzfinanzamt des Mitgliedstaates seines steuerlichen Wohnsitzes auf seinen Namen ausgestellte Bescheinigung vorlegt, in der (i) Name, Anschrift und Steuer- oder sonstige Identifizierungsnummer (in Ermangelung einer solchen Nummer Geburtsdatum und -ort) des wirtschaftlichen Eigentümers, (ii) Name und Anschrift der Zahlstelle, (iii) Kontonummer des wirtschaftlichen Eigentümers (in Ermangelung einer solchen das Kennzeichen des Wertpapiers) angegeben sind. Keine EU-Quellensteuer ist außerdem auf Zinsen zu erheben, die an eine Einrichtung gemäß § 4 Abs. 2 EU-QuStG gezahlt oder zu deren Gunsten eingezogen werden, wenn diese Einrichtung gegenüber der Zahlstelle schriftlich das Einverständnis zu einem vereinfachten Informationsaustausch erklärt.

Bei der Beurteilung von Erträgen aus Kapitalanlagen, deren Wert direkt vom Wert einer zugrunde liegenden Bezugsgröße (Basiswert) abhängt (Wertpapiere) und die über keinerlei Kapitalgarantie verfügen (auch zugesicherte Zinsen gelten in diesem Zusammenhang als Kapitalgarantie), ist grundsätzlich auf den dem Wertpapier zugrunde liegenden Basiswert abzustellen. Erträge auf Aktien oder Aktienindizes sind keine Zinsen i.S.d. EU-QuStG. Auch Erträge aus Wertpapieren auf Anleiheindizes gelten nicht als Zinsen i.S.d. EU-QuStG, wenn sich der Index aus mindestens fünf Anleihen unterschiedlicher Emittenten zusammensetzt und der Anteil einer Anleihe nicht mehr als 80 % des Index beträgt. Bei dynamischen Wertpapieren muss die 80 %-Grenze während der gesamten Laufzeit eingehalten werden. Bei statischen Wertpapieren sind Änderungen der Gewichtung, die sich nach der Emission ergeben, unschädlich. Gleiches gilt auch für Fondsindizes, wenn sich der Index aus mindestens fünf unterschiedlichen Fonds zusammensetzt und der Anteil eines einzelnen Fonds nicht mehr als 80 % beträgt. Bezieht sich das Wertpapier auf gemischte Indizes, die sowohl Fonds als auch Anleihen enthalten, sind die Erträge dann keine Zinsen, wenn sich der Index aus mindestens fünf Anleihen und fünf Fonds jeweils unterschiedlicher Emittentinnen zusammensetzt und der Anteil einer einzelnen Anleihe oder eines einzelnen Fonds nicht mehr als 80 % des jeweiligen

Index beträgt. Keine Zinsen i.S.d. EU-QuStG sind schließlich auch Erträge aus Wertpapieren auf Metalle, Währungen, Wechselkursen und dergleichen.

Bei Kapitalanlagen, deren Wert direkt vom Wert einer zugrunde liegenden Bezugsgröße (Basiswert) abhängt und die über eine Kapitalgarantie verfügen (als Kapitalgarantie gilt jede Zusicherung der Rückzahlung eines Mindestbetrages des eingesetzten Kapitals), gelten alle im Voraus garantierten Zinsen oder sonstige Vergütungen für die Kapitalüberlassung (Minimalkupon, Emissionsdisagio, Tilgungsagio etc.) als Zinsen im Sinne des EU-QuStG. Die nicht garantierten Erträge hängen von ihrer Bezugsgröße ab. Handelt es sich bei der Bezugsgröße um Anleihen, Zinssätze oder Inflationsraten, gelten die Erträge als Zinsen i.S.d. EU-QuStG. Besteht die Bezugsgröße hingegen aus Equities (Aktien, Aktienindizes oder -körbe), Metallen, Währungen, Wechselkursen etc., sind die Erträge keine Zinsen i.S.d. EU-QuStG. Bei Kapitalanlagefonds als Bezugsgröße liegen nur insoweit Zinsen i.S.d. EU-QuStG vor, als die Erträge der Fonds aus Zinszahlungen i.S.d. EU-QuStG resultieren. Liegen schließlich Wertpapiere, deren Erträge keine Zinsen i.S.d. EU-QuStG sind, als Bezugsgröße vor, so sind auch die Erträge aus der Bezug nehmenden Kapitalanlage keine Zinsen i.S.d. EU-Quellensteuergesetzes (Information des BMF vom 1. August 2005).

5. RICHTLINIE DER EUROPÄISCHEN UNION ÜBER DIE BESTEUERUNG VON ZINSETRÄGEN

Die Europäische Union hat eine Richtlinie über die Besteuerung von Zinserträgen (Richtlinie des Rates der Europäischen Union 2003/48/EG) verabschiedet. Die Richtlinie verpflichtet die Mitgliedstaaten, den Steuerbehörden anderer Mitgliedstaaten Auskünfte über die Zahlung von Zinsen oder gleichartigen Einnahmen zu erteilen, die von einer Person an eine in einem anderen Mitgliedstaat ansässige Privatperson geleistet werden, mit Ausnahme von Österreich, Belgien und Luxemburg, die stattdessen während eines Übergangszeitraums im Rahmen eines Quellensteuersystems eine Abzugsteuer auf solche Zahlungen erheben, die im Laufe des Übergangszeitraums auf 35 % anwächst, sofern sie während dieses Zeitraums keine andere Entscheidung treffen.

Die Richtlinie wurde in Deutschland durch die ab dem 1. Juli 2005 geltende Zinsinformationsverordnung umgesetzt.

VERKAUFBSCHRÄNKUNGEN

Die nachstehenden Angaben sind allgemeiner Natur. Potenzielle Anleger haben unter der jeweiligen Rechtsordnung sicherzustellen, dass sie die Lieferung der Wertpapiere sowie jeglicher Vermögenswerte, in die diese umgewandelt oder in denen diese abgerechnet werden können, rechtsgültig annehmen können. Möglicherweise verlangen die Emittentin und/oder eine Clearingstelle zum Zeitpunkt der Ausübung und/oder Abrechnung zusätzliche Bescheinigungen.

1. ALLGEMEINES

Die Emittentin hat keinerlei Maßnahmen ergriffen und wird keinerlei Maßnahmen ergreifen, die ein öffentliches Angebot der Wertpapiere oder den Besitz oder die Verteilung von Angebotsunterlagen für die Wertpapiere in einer Rechtsordnung ermöglichen, in der zu diesem Zweck entsprechende Maßnahmen erforderlich wären. Das Angebot, der Verkauf oder die Lieferung von Wertpapieren oder die Verteilung von Angebotsunterlagen für die Wertpapiere erfolgt innerhalb oder von einer Rechtsordnung aus nur nach Maßgabe der geltenden gesetzlichen Bestimmungen und Vorschriften und soweit der Emittentin hierdurch keine Verpflichtungen entstehen.

2. EUROPÄISCHER WIRTSCHAFTSRAUM

In Bezug auf jeden Mitgliedstaat des Europäischen Wirtschaftsraums, in dem die Prospektrichtlinie umgesetzt wurde (jeweils ein „**Maßgeblicher Mitgliedstaat**“), kann ab dem Tag (einschließlich), an dem die Prospektrichtlinie in diesem Maßgeblichen Mitgliedstaat umgesetzt wurde (der „**Maßgebliche Umsetzungstag**“), ein öffentliches Angebot der Wertpapiere in diesem Maßgeblichen Mitgliedstaat nur dann erfolgen, wenn die nachstehenden Bedingungen erfüllt sowie jegliche darüber hinaus in einem Maßgeblichen Mitgliedstaat anwendbaren Vorschriften eingehalten werden:

- (a) Das öffentliche Angebot der Wertpapiere beginnt oder erfolgt innerhalb eines Zeitraums von zwölf Monaten ab dem Tag der Veröffentlichung dieses durch die BaFin gebilligten Basisprospekts und, falls ein öffentliches Angebot der Wertpapiere in einem anderen Maßgeblichen Mitgliedstaat als Deutschland erfolgt, wird dieser Basisprospekt sowie alle etwaigen Nachträge gemäß Artikel 18 der Prospektrichtlinie zusätzlich an die zuständige Behörde dieses Maßgeblichen Mitgliedstaats notifiziert; oder

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- (b) die Wertpapiere werden juristischen Personen angeboten, die zur Ausübung ihrer Tätigkeit auf den Finanzmärkten zugelassen oder beaufsichtigt werden oder, falls diese Zulassung oder Aufsicht nicht besteht, deren einziger Gesellschaftszweck in der Anlage in Wertpapieren besteht; oder
- (c) die Wertpapiere werden weniger als 100 natürlichen oder juristischen Personen angeboten, bei denen es sich nicht um qualifizierte Anleger i.S.d. Prospektrichtlinie handelt; oder
- (d) die Wertpapiere werden juristischen Personen angeboten, die laut ihrem letzten Jahresabschluss bzw. Konzernabschluss mindestens zwei der nachfolgenden Kriterien erfüllen: (1) eine durchschnittliche Beschäftigtenzahl im letzten Geschäftsjahr von mindestens 250, (2) eine Gesamtbilanzsumme von über EUR 43.000.000 und (3) ein Nettojahresumsatz von über EUR 50.000.000; oder
- (e) die Wertpapiere werden unter anderen Umständen angeboten, unter denen eine Befreiung von der Veröffentlichung eines Prospekts gemäß Artikel 3 (2) der Prospektrichtlinie eintritt.

Dies gilt mit der Maßgabe, dass die Emittentin im Falle der unter (b) bis (e) genannten Angebote von Wertpapieren nicht zur Veröffentlichung eines Prospektes gemäß Artikel 16 der Prospektrichtlinie verpflichtet ist.

Für die Zwecke dieser Bestimmung bezeichnet „**öffentliches Angebot von Wertpapieren**“ in Bezug auf die Wertpapiere in einem maßgeblichen Mitgliedstaat eine Mitteilung in jedweder Form und auf jedwede Art und Weise, die ausreichende Informationen über die Angebotsbedingungen und die anzubietenden Wertpapiere enthält, um einen Anleger in die Lage zu versetzen, sich für den Kauf oder die Zeichnung der Wertpapiere zu entscheiden, wobei die diesbezüglichen Bestimmungen von dem betreffenden Mitgliedstaat gegebenenfalls durch eine Maßnahme zur Umsetzung der Prospektrichtlinie in diesem Mitgliedstaat geändert werden können, und „**Prospektrichtlinie**“ bezeichnet die Richtlinie 2003/71/EG und schließt alle einschlägigen Umsetzungsmaßnahmen in jedem Relevanten Mitgliedstaat ein.

3. NIEDERLANDE

Wertpapiere, die im Sinne der Begriffsbestimmung des niederländischen Gesetzes über Sparbriefe („*Wet inzake spaarbewijzen*“) als Sparbriefe eingestuft werden, können nur unter Vermittlung der Emittentin oder einer zugelassenen Einrichtung der Euronext Amsterdam N.V. unter ordnungsgemäßer Einhaltung der Bestimmungen des Gesetzes über Sparbriefe und seiner Durchführungsverordnungen (einschließlich der Registrierungsvorschriften) übertragen oder angenommen werden. Diese Vermittlung entfällt:

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- (a) bei der Erstbegebung dieser Wertpapiere an ihren ersten Inhaber;
- (b) bei Übertragungen und Lieferungen durch natürliche Personen, die dabei nicht in Ausübung eines Berufs handeln; und
- (c) für die Begebung und den Handel dieser Wertpapiere, wenn sie außerhalb der Niederlande in effektiver Form ausgegeben und nicht im Rahmen des Primärhandels oder unmittelbar danach in den Niederlanden vertrieben werden.

4. VEREINIGTE STAATEN VON AMERIKA

Die Wertpapiere wurden und werden nicht gemäß dem US-Wertpapiergesetz von 1933 (*United States Securities Act of 1933*) in seiner geltenden Fassung (das „**Wertpapiergesetz**“) registriert, und der Handel in den Wertpapieren wurde und wird nicht von der US-Aufsichtsbehörde für den Warenterminhandel (*United States Commodity Futures Trading Commission*) auf der Grundlage des US-Warenbörsengesetzes von 1922 (*United States Commodity Exchange Act of 1922*) genehmigt.

Die Wertpapiere dürfen zu keinem Zeitpunkt in den Vereinigten Staaten oder an, für Rechnung oder zugunsten von US-Personen (unmittelbar oder mittelbar) angeboten, verkauft, geliefert, gehandelt oder ausgeübt werden, und US-Personen dürfen zu keinem Zeitpunkt (unmittelbar oder mittelbar) Positionen in den Wertpapieren halten. Das Angebot, der Verkauf, der Handel oder die Lieferung der Wertpapiere in den Vereinigten Staaten oder an, für Rechnung oder zugunsten von US-Personen kann einen Verstoß gegen das US-Gesetz über den Handel mit Rohstoffen darstellen. Voraussetzung für eine Ausübung der Wertpapiere ist die Bescheinigung, dass es sich bei dem wirtschaftlichen Eigentümer nicht um eine US-Person handelt. Die in diesem Absatz verwendeten Begriffe haben die ihnen in Regulation S des Wertpapiergesetzes zugewiesene Bedeutung.

Die Emittentin wird die Wertpapiere zu keinem Zeitpunkt innerhalb der Vereinigten Staaten oder an, für Rechnung oder zugunsten von US-Personen anbieten, verkaufen oder liefern, und sie wird sämtliche Händler, die in den Vertrieb der Wertpapiere eingebunden sind, dazu verpflichten, zu keinem Zeitpunkt Wertpapiere (weder unmittelbar noch mittelbar) innerhalb der Vereinigten Staaten oder an, für Rechnung oder zugunsten von US-Personen anzubieten, zu verkaufen, zu liefern oder zu handeln. Ferner wird die Emittentin jedem Händler, an den sie zu irgendeinem Zeitpunkt Wertpapiere verkauft, eine Bestätigung oder sonstige Mitteilung zukommen lassen, in der die Beschränkungen des Angebots, des Verkaufs und der Lieferung der Wertpapiere innerhalb der Vereinigten Staaten oder an, für Rechnung oder zugunsten von US-Personen dargestellt sind. In seiner Verwendung in diesem sowie dem vorangehenden Abschnitt bezeichnet der Begriff „**Vereinigte Staaten**“ die Vereinigten Staaten von Amerika, ihre Territorien und Besitzungen, jeden Bundesstaat der Vereinigten Staaten, den District of

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Columbia sowie jede andere Enklave der Regierung der Vereinigten Staaten, ihre Behörden oder Institutionen, und der Begriff „**US-Person**“ bezeichnet:

- (a) Personen, bei denen es sich um US-Personen im Sinne der Regulation S des Wertpapiergesetzes handelt;
- (b) jede Person und jeden Rechtsträger mit Ausnahme
 - (1) einer natürlichen Person, die kein Einwohner der Vereinigten Staaten ist;
 - (2) einer Personen- oder Kapitalgesellschaft oder eines sonstigen Rechtsträgers (mit Ausnahme hauptsächlich für Zwecke der passiven Beteiligung errichteter Rechtsträger), der nicht nach dem Recht der Vereinigten Staaten errichtet wurde und der seinen Hauptgeschäftssitz nicht in den Vereinigten Staaten hat;
 - (3) von Sonder- oder Treuhandvermögen, deren Einkünfte unabhängig von ihrer Quelle nicht der US-Einkommensteuer unterliegen;
 - (4) von hauptsächlich für Zwecke der passiven Beteiligung errichteten Rechtsträgern wie einem Pool, einer Investmentgesellschaft oder einem vergleichbaren Rechtsträger, wenn dessen Anteile insgesamt zu weniger als 10 % im wirtschaftlichen Eigentum von US-Personen gehalten werden, und wenn der betreffende Rechtsträger nicht hauptsächlich zum Zweck der Vereinfachung von Anlagen durch US-Personen errichtet wurde;
 - (5) von Pensionsplänen für Mitarbeiter, leitende Angestellte oder Vorstandsorgane eines Rechtsträgers, der außerhalb der Vereinigten Staaten errichtet wurde und seinen Hauptgeschäftssitz außerhalb der Vereinigten Staaten hat.

5. VEREINIGTES KÖNIGREICH

Die Emittentin sichert zu, gewährleistet und verpflichtet sich, dass sie im Zusammenhang mit der Begebung oder dem Verkauf von Wertpapieren lediglich unter solchen Umständen Aufforderungen oder Anreize zur Vornahme von Anlagetätigkeiten (im Sinne der Section 21 des britischen *Financial Services and Markets Act*) (der „**FSMA**“) von 2000) mitgeteilt oder deren Mitteilung veranlasst hat bzw. mitteilen oder deren Mitteilung veranlassen wird, bei denen Section 21 (1) des FSMA nicht auf die Emittentin anwendbar wäre, wenn es sich bei ihr nicht um eine berechnigte Person (*authorised person*) handeln würde. Außerdem sichert die Emittentin zu, gewährleistet und verpflichtet sich, dass sie bei all ihren Handlungen in Bezug auf jegliche Wertpapiere, soweit sie im Vereinigten Königreich erfolgen, von diesem ausgehen oder dieses anderweitig betreffen, sämtliche anwendbaren Bestimmungen des FSMA erfüllt hat und erfüllen wird.

ALLGEMEINE ANGABEN

Ermächtigung

Der Vorstand der Emittentin ist in seiner Eigenschaft als Vertreter der Emittentin verantwortlich für die Begebung von Schuldtiteln. Der Vorstand der Emittentin hat die Begebung von Schuldtiteln einschließlich der Wertpapiere gemäß Beschluss vom 17. Dezember 2003 dem *Group Asset and Liability Committee* übertragen. Zudem wurde gemäß Beschluss vom 16. Januar 2008 sowie in Übereinstimmung mit der Satzung der Emittentin die Begebung von Wertpapieren durch den Aufsichtsrat der Emittentin genehmigt. Sämtliche Zustimmungen, Genehmigungen und Ermächtigungen oder anderen Vorgaben sämtlicher Regulierungsbehörden, derer die Emittentin nach niederländischem Recht bedarf, wurden für die Begebung der Wertpapiere erteilt bzw. erfüllt.

Börsennotierung

In den maßgeblichen Endgültigen Bedingungen ist jeweils angegeben, ob die Notierung einer Tranche von Wertpapieren an einer oder mehreren Börsen oder an einem oder mehreren nicht organisierten Märkten, beispielsweise im Freiverkehr einer deutschen Börse, beantragt wird oder nicht.

Nach Vorliegen der Bescheinigung über die Billigung dieses Basisprospekts nach § 18 Abs. 1 WpPG können die Wertpapiere zum Handel an den organisierten Märkten der Börsen verschiedener EWR-Staaten oder zur Aufnahme in den nicht organisierten Handel dieser Börsen und/oder zur Notierung an diesen Börsen zugelassen werden und/oder innerhalb der EWR-Staaten öffentlich angeboten werden, in die eine Notifizierung erfolgt ist.

Aufstockungen

Im Fall einer Aufstockung von MINI Future Zertifikaten, die auf der Grundlage des Basisprospekts für MINI Future Zertifikate vom 14. September 2007 in der Fassung der Nachträge vom 16. April 2008 und 7. Juli 2008 (der „**Frühere Basisprospekt**“) begeben wurden, werden die in diesem Basisprospekt enthaltenen Abschnitte (i) „*Form of Final Terms*“ und „*Muster der Endgültigen Bedingungen*“, (ii) „*General Conditions*“ und „*Allgemeine Bedingungen*“ und (iii) „*Product Conditions*“ und „*Produktbedingungen*“ durch die im Früheren Basisprospekt enthaltenen Abschnitte (i) „*Form of Final Terms*“ und „*Muster der Endgültigen Bedingungen*“, (ii) „*General Conditions*“ und „*Allgemeine Bedingungen*“ und (iii) „*Product Conditions*“ und „*Produktbedingungen*“ ersetzt. Zu diesem Zweck werden die im Früheren Basisprospekt enthaltenen Abschnitte (i) „*Form of Final Terms*“ und „*Muster der Endgültigen Bedingungen*“, (ii) „*General Conditions*“ und „*Allgemeine Bedingungen*“ und (iii) „*Product Conditions*“ und „*Produktbedingungen*“ durch Verweis gemäß § 11 Abs. 1 WpPG in diesen Basisprospekt einbezogen.

Einschbare Dokumente

Während der Gültigkeitsdauer dieses Basisprospekts sowie solange im Zusammenhang mit diesem Basisprospekt begebene Wertpapiere an einer Börse notiert sind oder öffentlich angeboten werden, werden Kopien der folgenden Dokumente (i) auf Anfrage zur kostenlosen Ausgabe am Haupt- und Verwaltungssitz der Emittentin (ABN AMRO Investor Relations Department, Gustav Mahlerlaan 10, 1082 PP Amsterdam, Niederlande) und den in den maßgeblichen Endgültigen Bedingungen benannten Geschäftsstellen der einzelnen Zahlstellen sowie (ii) auf der Internetseite der Emittentin (www.abnamromarkets.com oder einer Nachfolgersite) bereitgehalten:

- (a) das Registrierungsformular;
- (b) dieser Basisprospekt einschließlich jeglicher Nachträge;
- (c) der Basisprospekt für MINI Future Zertifikate vom 14. September 2007 in der Fassung der Nachträge vom 16. April 2008, 7. Juli 2008 und 8. August 2008; und
- (d) die jeweiligen Endgültigen Bedingungen, jedoch mit der Maßgabe, dass Endgültige Bedingungen in Bezug auf Wertpapiere, die weder an einem organisierten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen sind noch innerhalb des Europäischen Wirtschaftsraums unter Umständen angeboten werden, unter denen eine Verpflichtung zur Veröffentlichung eines Prospekts gemäß der Prospektrichtlinie besteht, ausschließlich Inhabern zur Verfügung gestellt werden, die der Emittentin oder der Hauptzahlstelle einen ausreichenden Nachweis ihres Wertpapierbesitzes und ihrer Identität vorgelegt haben.

Eine Abschrift der Garantie (Erklärung nach Artikel 403 des niederländischen Bürgerlichen Gesetzbuchs) ist bei dem Handelsregister der Handelskammer Amsterdam, De Ruyterkade 5, Postfach 2852, 1000 CW Amsterdam, Niederlande, erhältlich.

Anlegern wird empfohlen, die einschbaren Dokumente zu lesen, denen weitere Informationen, teilweise auch über die Finanz- und Geschäftslage der Emittentin, der Garantin und der Gruppe, zu entnehmen sind.

Mitteilungen hinsichtlich der Wertpapiere

Alle Mitteilungen gemäß den Allgemeinen Bedingungen und/oder den Produktbedingungen werden entweder (i) auf der Internetseite der Emittentin (oder einer Nachfolgersite) veröffentlicht und gelten mit dem Tag der Veröffentlichung als wirksam erfolgt oder werden (ii) an die Clearingstelle übermittelt und gelten mit der Übermittlung als wirksam erfolgt, es sei denn, die betreffende Mitteilung sieht ein anderes Datum für die Wirksamkeit vor. Auf welche Weise Mitteilungen erfolgen, ist in den maßgeblichen Endgültigen Bedingungen angegeben. Zusätzliche Veröffent-

lichungsvorschriften im Rahmen zwingender gesetzlicher Vorschriften oder im Rahmen der Regeln oder Vorschriften maßgeblicher Börsen bleiben hiervon unberührt.

Clearingstellen

Die Wertpapiere können zum Clearing durch die Clearstream Banking AG, Frankfurt („**CBF**“), Clearstream Banking, société anonyme, Luxemburg („**CBL**“) und Euroclear Bank S.A./N.V. als Betreiber des Euroclear-Systems („**Euroclear**“) und/oder etwaige andere oder weitere in den maßgeblichen Endgültigen Bedingungen angegebene Clearingstellen zugelassen werden. Des Weiteren werden in den maßgeblichen Endgültigen Bedingungen gegebenenfalls die Wertpapierkennnummer (WKN), die *International Securities Identification Number* (ISIN) sowie der Common Code, die bzw. der der jeweiligen Wertpapiertranche jeweils zugeteilt wurde, sowie andere relevante, einer Wertpapiertranche durch eine Maßgebliche Clearingstelle zugeteilte Kennnummern. Soll das Clearing für die Wertpapiere durch eine zusätzliche oder eine andere Clearingstelle erfolgen, so wird die erforderliche zusätzliche oder andere Information in den maßgeblichen Endgültigen Bedingungen angegeben. Die Abwicklung einer Transaktion erfolgt in der Regel frühestens drei Tage nach dem Tag der Transaktion.

Die Anschriften von CBF, CBL und Euroclear lauten wie folgt:

- Clearstream Banking AG, Frankfurt, Neue Börsenstraße 1, 60487 Frankfurt am Main, Deutschland;
- Clearstream Banking, société anonyme, Luxembourg, 42 Avenue J.F. Kennedy, L-1855 Luxemburg; und
- Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brüssel, Belgien.

MUSTER DER ENDGÜLTIGEN BEDINGUNGEN

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 111.)

BEDINGUNGEN: ALLGEMEINE BEDINGUNGEN

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 151.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF ROHSTOFFE**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 352.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG QUANTO ZERTIFIKATE AUF ROHSTOFFE**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 364.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF ROHSTOFFE**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 377.)

BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT QUANTO ZERTIFIKATE AUF ROHSTOFFE

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 389.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF WÄHRUNGEN**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 402.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF WÄHRUNGEN**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab 414.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF EINZELAKTIEN**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 426.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF EINZELAKTIEN**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab 442.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF INDIZES**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 458.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF INDIZES**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab 474.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF TERMINKONTRAKTE AUF STAATSANLEIHEN**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 490.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF TERMINKONTRAKTE AUF STAATSANLEIHEN**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 504.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG ZERTIFIKATE AUF TERMINKONTRAKTE AUF ROHSTOFFE**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 518.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE LONG QUANTO ZERTIFIKATE AUF TERMINKONTRAKTE AUF ROHSTOFFE**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 531.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT ZERTIFIKATE AUF TERMINKONTRAKTE AUF ROHSTOFFE**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 545.)

**BEDINGUNGEN: PRODUKTBEDINGUNGEN
FÜR MINI FUTURE SHORT QUANTO ZERTIFIKATE AUF TERMINKONTRAKTE AUF ROHSTOFFE**

(Siehe deutschsprachige Fassung im englischsprachigen Basisprospekt ab Seite 558.)

UNTERSCHRIFTENSEITE

London, 11. September 2008

**ABN AMRO Bank N.V.,
London Branch**

Durch:

gez.

ADRIAN MULRYAN
Zeichnungsberechtigter

gez.

RICHARD BRUCE
Zeichnungsberechtigter