

# Credit Suisse International

*(registered as an unlimited liability company in England and Wales under No. 2500199)*

## Principal Protected Securities and Non-Principal Protected Securities (Base Prospectus BPCSI-1) (Call Options and Put Options)

### Pursuant to the Structured Products Programme

Under this Base Prospectus, Credit Suisse International (the “**Issuer**”) may issue Securities (“**Securities**”) on the terms set out herein and in the relevant Final Terms.

This document constitutes a base prospectus (the “**Base Prospectus**”) prepared for the purposes of Article 5.4 of Directive 2003/71/EC (the “**Prospectus Directive**”). The Base Prospectus contains information relating to the Securities. The Base Prospectus shall be read in conjunction with the documents incorporated herein by reference (see the section entitled “Documents Incorporated by Reference”).

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

The Issuer has requested the UK Listing Authority to provide the competent authorities for the purposes of the Prospectus Directive in Austria, Belgium, Finland, France, Ireland, Italy, Luxembourg, The Netherlands, Norway and Sweden with a certificate of approval in accordance with Article 18 of the Prospectus Directive attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Directive.

The final terms relevant to an issue of Securities will be set out in a final terms document (the “**Final Terms**”) which will be provided to investors and, in the case of issues for which a prospectus is required under the Prospectus Directive, filed with the UK Listing Authority and made available, free of charge, to the public at the registered office of the Issuer and at the offices of the relevant Distributors and Paying Agents as specified in the relevant Final Terms.

The relevant Final Terms in respect of an issue of Securities will specify if an application will be made for such Securities to be listed on and admitted to trading on a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC. Otherwise no application will be made for the Securities to be admitted to trading on any such regulated or equivalent market.

Prospective investors should have regard to the factors described under the section headed “Risk Factors” in this Base Prospectus.

Any person (an “**Investor**”) intending to acquire or acquiring any Securities from any person (an “**Offeror**”) should be aware that, in the context of an offer to the public as defined in section 102B of the Financial Services and Markets Act 2000 (“**FSMA**”), the Issuer may only be responsible to the Investor for this Base Prospectus under section 90 of FSMA if the Issuer has authorised the Offeror to make the offer to the Investor. Each Investor should therefore enquire whether the Offeror is so authorised by the Issuer. If the Offeror is not so authorised by the Issuer, the Investor should check with the Offeror whether anyone is responsible for this Base Prospectus for the purposes of section 90 of FSMA in the context of the offer to the public, and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents, it should take legal advice. **Where information relating to the terms of the relevant offer required pursuant to the Prospectus Directive is not contained in this Base Prospectus or the relevant Final Terms, it will be the responsibility of the relevant Offeror at the time of such offer to provide the Investor with such information.** This does not affect any responsibility which the Issuer may otherwise have under applicable laws.



Base Prospectus dated 4 November 2009

This Base Prospectus constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive for the purpose of giving information with regard to the Issuer and the Securities which, according to the particular nature of the Issuer and the Securities, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and of the rights attached to the Securities.

The previous paragraph should be read in conjunction with paragraph 8 on the first page of this Base Prospectus.

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

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

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

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

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

The Securities have not been and will not be registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and may be subject to U.S. tax law requirements. Subject to certain exemptions, the Securities may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons. A further description of the restrictions on offers and sales of the Securities in the United States or to U.S. persons is set out under "Selling Restrictions" in the Principal Base Prospectus.

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## SUMMARY

This summary must be read as an introduction to this Base Prospectus and any decision to invest in the Securities should be based on a consideration of the Base Prospectus as a whole, including the documents incorporated by reference. No civil liability in respect of this summary will attach to the Issuer in any Member State of the European Economic Area in which the relevant provisions of the Prospectus Directive have been implemented unless this summary, including any translation thereof, 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 such a Member State, the plaintiff may, under the national legislation of that Member State, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

### Description of the Issuer

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

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

The Issuer commenced business on 16 July 1990. Its principal business is banking, including the trading of derivative products linked to interest rates, equities, foreign exchange, commodities and credit. The primary objective of the Issuer is to provide comprehensive treasury and risk management derivative product services worldwide. The Issuer has established a significant presence in global derivative markets through offering a full range of derivative products and continues to develop new products in response to the needs of its customers and changes in underlying markets.

### Description of the Securities

The Securities are either principal protected or non-principal protected securities (as specified in the Final Terms). Any principal protection will not be applicable if the Securities are redeemed before the maturity date or (in the case of Warrants) the settlement date. The Securities will be issued by the Issuer and mature or (in the case of Warrants) expire on the date specified in the Final Terms. They may be Notes, Certificates or Warrants. The nominal amount of each Security will be specified in the Final Terms. The amount which will be paid to the investor at maturity or (in the case of Warrants) following their exercise, in addition to the percentage of the nominal amount that is protected, is linked to the performance of one or more Underlying Assets specified in the Final Terms. If so specified in the Final Terms, interest and/or premium will be payable as specified therein. Otherwise no interest or premium will be payable.

Unless the Final Terms specify that the Issuer has a call option in respect of the Securities, the Securities may only be redeemed before the maturity date or settlement date, as applicable, for reasons of (in the case of Notes) default by the Issuer or (in any case) the illegality of the Issuer's payment obligations or its hedging arrangements or following certain events in relation to Underlying Assets. If such a call option is specified, the Issuer may redeem some or all of the Securities on the dates and at the amounts specified in the Final Terms.

Application will, if so specified in the Final Terms, be made to list the Securities on the stock exchange(s) specified in the Final Terms.

## **Return at Maturity**

When the Securities mature or (in the case of Warrants) are exercised, investors will receive a redemption amount or (in the case of Warrants) a settlement amount equal to (i) a percentage of the nominal amount that is protected as specified in the Final Terms (which, in the case of principal protected Securities will be at least 100 per cent. or, in the case of non-principal protected Securities, will be a lesser amount and may be zero) and (ii) an amount calculated as the nominal amount multiplied by the "**Return**" as defined below. Warrants will generally be non-principal protected. If so specified in the Final Terms the redemption amount or settlement amount will be subject to a maximum amount as specified therein.

If the Return is zero then, at maturity or (in the case of Warrants) following their exercise, investors will only receive the percentage of the nominal amount that is protected (which may, in the case of non-principal protected Securities, be zero).

The "**Return**" shall be a percentage equal to the greater of zero per cent. and the Performance plus the FP% (specified in the Final Terms).

The "**Performance**" is either the aggregate or the average of all the Option Return amounts or the Option Return of the best or worst performing Option (as specified in the Final Terms), multiplied by the OP% (as specified in the Final Terms). An "**Option**" is a potential payout with specified characteristics, as specified in the Final Terms and the Option Return for each Option is the relevant Participation (a percentage specified in the Final Terms) for that Option multiplied by the higher of the Floor (a percentage specified in the Final Terms) and the Underlying Performance for that Option.

The "**Underlying Performance**" for each Option is calculated as follows:

- 1 For each Option, the relevant "**Underlying Asset Return**" Type is specified in the Final Terms as either the Call return or the Put return:
  - (a) Where Call applies, the Underlying Asset Return for each Underlying Asset will be calculated as the Final Level of that Underlying Asset minus a specified percentage of its Initial Period Level; or
  - (b) Where Put applies, the Underlying Asset Return for each Underlying Asset will be calculated as a specified percentage of the Initial Period Level of that Underlying Asset minus its Final Level, in each case, expressed as a percentage of the Base Level.
- 2 The Underlying Asset Return for each Underlying Asset is then multiplied by the Weighting (a percentage specified in the Final Terms) for the relevant Underlying Asset. The resultant figures for all the Underlying Assets are added together to give the Underlying Performance.

The "**Initial Level**" for an Underlying Asset is either (i) as specified in the Final Terms or (ii) the prevailing level/price ("**Level**") for that Underlying Asset on the Initial Setting Date or, if more than one Initial Setting Date is specified in the Final Terms, the first Initial Setting Date.

The “**Initial Period Level**” for an Underlying Asset is either (i) as specified in the Final Terms or (ii) the Level for that Underlying Asset on the Initial Setting Date or, if more than one Initial Setting Date is specified in the Final Terms, the lowest or highest or average (as specified in the Final Terms) of the Levels for that Underlying Asset on the Initial Setting Dates.

The “**Base Level**” for an Underlying Asset is, as specified in the Final Terms, either the Initial Level of that Underlying Asset or the Initial Period Level for that Underlying Asset.

The “**Final Level**” for an Underlying Asset is the Level for that Underlying Asset on the Final Observation Date or, if more than one Final Observation Date is specified in the Final Terms, the lowest or highest or average (as specified in the Final Terms) of the Levels for that Underlying Asset on the Final Observation Dates.

“**Initial Setting Date(s)**” and “**Final Observation Date(s)**” mean the date(s) so specified in the Final Terms.

If “**Trigger Redemption**” is specified as applicable in the Final Terms the Securities will redeem following the occurrence of a Trigger Event in an amount equal to a specified percentage of the nominal amount as set out in the Final Terms.

A “**Trigger Event**” occurs if the Level of the Underlying Asset is at or above or at or below a specified percentage of the Initial Level measured on specified dates or during a specified period and by reference to the level at a specified time or continuously monitored levels, each as specified in the Final Terms. If there is more than one Underlying Asset, the Final Terms will specify whether the percentage of the Initial Level has to be reached by one, all or the average of the Levels of the Underlying Assets.

The calculation of each Option Return will, if so specified in the Final Terms, be subject to one or more of the following Return Feature(s):

- Each Underlying Asset Return is subject to a maximum and/or minimum percentage;
- The highest or lowest of one or more Underlying Asset Return(s) is/are replaced with a percentage;
- The highest or lowest of one or more Underlying Asset Return(s) will be subject to an addition or deduction of a percentage amount;
- If, during a time period/on a specified day, the Level (by reference to the level at a specified time or continuously monitored levels, as specified in the Final Terms) of an/each Underlying Asset is on any day during such time period/on such date equal to or higher than or lower than a percentage of its/the relevant Initial Level or Initial Period Level, then the Underlying Asset Return of that Underlying Asset will be equal to a percentage;
- If, during a time period/on a specified day, the Level (by reference to the level at a specified time or continuously monitored levels, as specified in the Final Terms) of an/each Underlying Asset is on any day during such time period/on such date equal to or higher than or lower than a percentage of its/the relevant Initial Level or Initial Period Level the Underlying Asset Return of that Underlying Asset will be subject to an addition or deduction of a percentage amount;
- If, during a time period/on a specified day, the Level (by reference to the level at a specified time or continuously monitored levels, as specified in the Final Terms) of an/each Underlying Asset is on any day during such time period/on such date equal to or higher than or lower than a percentage of its/the relevant Initial Level or Initial Period Level, then the Underlying Performance for the relevant Option will be equal to a percentage;

- The weighting of the Underlying Asset that performs best/worst during a time period/on a specified day (by comparing the Level (by reference to the level at a specified time or continuously monitored levels, as specified in the Final Terms) of each Underlying Asset during such time period/on such date with its Initial Level or Initial Period Level, shall be deemed to be 100 per cent. and the weighting of all other Underlying Assets shall be deemed to be zero per cent.;
- The Underlying Performance for the relevant Option is subject to a maximum percentage.

The percentages, time periods and thresholds (as applicable) for the relevant Return Feature(s) will be as specified in the Final Terms.

If the Underlying Asset is shares and physical settlement is specified as applicable in the Final Terms, either (a) if requested by Securityholders or (b) if the price of the Underlying Asset is below/at or below a specified percentage of the Strike Price specified in the Final Terms measured on a specified date by reference to closing price or continuously monitored prices, as specified in the Final Terms (and if more than one Underlying Asset, the Final Terms will specify whether such barrier has to be reached by one, each or the best/worst performing Underlying Asset), in lieu of paying the Redemption Amount or Settlement Amount (as applicable), the Issuer shall discharge its payment obligation by delivery of an amount of shares as specified in the Final Terms.

The terms and conditions of the Securities contain provisions dealing with non-business days, disruptions and adjustments that may affect each Underlying Asset and the Levels and the timing and calculations of payments under the Securities.

## **Risk Factors**

### **Risks Relating to the Securities**

Securities are obligations of the Issuer. Securityholders are exposed to the credit risk of the Issuer.

If the Return is zero then, at maturity or (in the case of Warrants) following their exercise, investors will only receive the percentage of the nominal amount that is protected which, in the case of principal protected Securities, will be at least 100 per cent. (which may be less than the issue price in which event investors will lose part of their investment) or, in the case of non-principal protected Securities, will be a lesser amount and may be zero (in which event investors will lose all or part of their investment, depending on such percentage).

Any principal protection will not be applicable if the Securities are redeemed before the maturity date or, in the case of Warrants, the settlement date.

A secondary market for the Securities may not develop and may not be liquid which may reduce the value of the Securities. Investors must be prepared to hold Securities until their redemption or expiry. The Issuer may, but is not obliged to, purchase Securities at any time at any price and may hold, resell or cancel them. The only way in which holders can realise value from a Security prior to its maturity or expiry (other than in the case of an American style Warrant) is to sell it at its then market price in the market which may result in the holder receiving less than the amount initially invested. The price in the market for a Security may be less than its issue price even though the value of any Underlying Asset may not have changed since the issue date. If Warrants are exercised, the number of Warrants remaining will decrease, resulting in diminished liquidity for the remaining Warrants.

Call options of the Issuer in respect of Securities may negatively impact their market value and, if the Issuer exercises its call option, investors may not be able to reinvest the redemption proceeds at an interest rate comparable to the expected rate of return on the Securities being redeemed.

Changes in market interest rates may adversely affect the value of fixed rate Securities and the rate of interest on floating rate Securities.

There will be a time lag between the exercise of Warrants by the Warrantholder and the determination of the Settlement Amount. The prices or levels of the relevant Underlying Assets could change significantly during such time and decrease the Settlement Amount or reduce it to zero.

In making calculations and determinations, each of the Issuer and the Calculation Agent is required to act in good faith and in a commercially reasonable manner but does not owe any obligations of agency or trust to any investors and has no fiduciary obligations towards them. In particular, the Issuer and its affiliated entities may have interests in other capacities (such as other business relationships and activities).

An investment in the Securities is not the same as an investment in the Underlying Assets or in the components of a relevant index. In particular, investors will not receive any dividends or other distributions in respect of the Underlying Assets.

The levels/prices of Underlying Assets (and of components of an index) may fluctuate and may not reflect their prior or future performance or evolution. There can be no assurance as to the future performance or evolution of any Underlying Asset.

The Securities may involve complex risks, including share price, credit, commodity, foreign exchange, inflation, interest rate, event, political, economic, issuer, market, liquidity, legal, regulatory and settlement risks (and these risks may be greater in the case of emerging market Underlying Assets).

Where Securities are linked to Underlying Assets, if certain events occur in relation to an Underlying Asset and it determines that it is unable to make an appropriate adjustment to the terms of the Securities, the Issuer may redeem the Securities at their fair market value.

The amount payable which is referable to an Underlying Asset to which "Jurisdictional Event" is specified to be applicable may be reduced if the value of the proceeds of the Issuer's hedging arrangements in relation to that Underlying Asset are reduced as a result of various matters (described as Jurisdictional Events) relating to risks connected with the relevant country or countries specified in the Final Terms.

Where an Underlying Asset is a "Proprietary Index", the rules of the index may be amended by the Index Creator which amendment may be prejudicial to Securityholders. None of the Issuer, the Index Creator or the relevant publisher is obliged to publish any information regarding a Proprietary Index other than as stipulated in its rules. The Issuer and the Index Creator are affiliated entities and may face a conflict of interest between their obligations as Issuer and Index Creator, respectively, and their interests in another capacity.

The level and basis of taxation on the Securities and on the Securityholders and any reliefs from such taxation can change. Potential Securityholders should consult their own tax advisers to determine the specific tax consequences of the purchase, ownership, transfer and redemption or enforcement of the Securities.

### **Risks Relating to the Issuer**

The general risk management policy of the Issuer is consistent with equivalent functions of other Credit Suisse Group entities. The Issuer believes that it has effective procedures for assessing and managing risks associated with its business activities.

The Issuer cannot completely predict all market and other developments and the Issuer's risk management cannot fully protect against all types of risk.



## **RISK FACTORS**

The risk factors set out below should be read in addition to the risk factors set out on page 5 of the Registration Document and on pages 9 to 12 (inclusive) of the Principal Base Prospectus and on page 13 of the Registration Document. Such risk factors are risk factors that are material to the Securities in order to assess the market risk associated with them or which may affect the Issuer's ability to fulfil its obligations under them.

### **Credit Risk**

Securities are obligations of the Issuer. Securityholders are exposed to the credit risk of the Issuer.

### **Return at Maturity**

If the Return is zero then, at maturity or (in the case of Warrants) following their exercise, investors will only receive the percentage of the nominal amount that is protected which, in the case of principal protected Securities, will be at least 100 per cent. (which may be less than the issue price in which event investors will lose part of their investment) or, in the case of non-principal protected Securities, will be a lesser amount and may be zero (in which event investors will lose all or part of their investment, depending on such percentage).

Any principal protection will not be applicable if the Securities are redeemed before the maturity date or, in the case of Warrants, the settlement date.

### **Limited Liquidity**

A secondary market for the Securities may not develop and may not be liquid. A decrease in liquidity may increase volatility which may reduce the value of Securities. Investors must be prepared to hold Securities until their redemption or expiry. The Issuer may, but is not obliged to, purchase Securities at any time at any price and may hold, resell or cancel them. The only way in which holders can realise value from a Security prior to its maturity or expiry (other than in the case of an American style Warrant) is to sell it at its then market price in the market which may result in the holder receiving less than the amount initially invested. The price in the market for a Security may be less than its issue price even though the value of any Underlying Asset may not have changed since the issue date. If Warrants are exercised, the number of Warrants remaining will decrease, resulting in diminished liquidity for the remaining Warrants.

### **Optional Redemptions by the Issuer**

Call options of the Issuer in respect of Securities may negatively impact their market value and, if the Issuer exercises its call option, investors may not be able to reinvest the redemption proceeds at an interest rate comparable to the expected rate of return on the Securities being redeemed.

### **Interest Rate Risks**

Changes in market interest rates may adversely affect the value of fixed rate Securities and the rate of interest on floating rate Securities.

### **Warrants**

There will be a time lag between the exercise of Warrants by the Warrantholder and the determination of the Settlement Amount. The prices or levels of the relevant Underlying Assets could change significantly during such time and decrease the Settlement Amount or reduce it to zero.

## **Conflicts of Interest**

In making calculations and determinations, each of the Issuer and the Calculation Agent is required to act in good faith and in a commercially reasonable manner but does not owe any obligations of agency or trust to any investors and has no fiduciary obligations towards them. In particular, the Issuer and its affiliated entities may have interests in other capacities (such as other business relationships and activities).

## **General Risks relating to Securities linked to other Assets**

Where the amounts of payments under the Securities are linked to the performance or evolution of equity indices, inflation indices, shares, depository receipts, commodities, commodity indices, exchange rates, exchange rate indices, interest rates and/or other variables ("**Underlying Assets**") an investment in the Securities is not the same as an investment in any or all of the Underlying Assets or in the components of a relevant index or an investment which is directly linked to any of them. In particular, investors will not receive any dividends or other distributions in respect of the Underlying Assets.

The levels or prices of Underlying Assets (and of components of an index) may go down as well as up throughout the term of the Securities. Such fluctuations may affect the value of the Securities. Furthermore, the levels or prices at any specific date may not reflect their prior or future performance or evolution. There can be no assurance as to the future performance or evolution of any Underlying Asset. Accordingly, before investing in the Securities, investors should carefully consider whether any investment linked to the relevant Underlying Assets is suitable for them.

Where Securities are linked to Underlying Assets, if certain events occur in relation to an Underlying Asset and it determines that it is unable to make an appropriate adjustment to the terms of the Securities, the Issuer may redeem the Securities at their fair market value.

Such Securities may involve complex risks, which include, among other things, share price risks, credit risks, commodity risks, foreign exchange risks, inflation risks, interest rate risks, event risks, political risks, economic risks, issuer risks, market risks, liquidity risks, legal risks, regulatory risks and/or settlement risks. If the Securities are linked to an Underlying Asset which involves emerging market countries the risk of occurrence and the severity of the consequences of the matters described herein may be greater than they would otherwise be in relation to more developed countries.

The amount payable which is referable to an Underlying Asset to which "Jurisdictional Event" is specified to be applicable may be reduced if the value of the proceeds of the Issuer's hedging arrangements in relation to that Underlying Asset are reduced as a result of various matters (described as Jurisdictional Events) relating to risks connected with the relevant country or countries specified in the relevant Final Terms.

The Securities may be linked to the performance of specific commodity indices. As a result of rollover gains/costs that have to be taken into account within the calculation of such indices and under certain market conditions, such indices may outperform or underperform the underlying commodities contained in such indices. Furthermore, the prices of the underlying commodities may be referenced by the price of the current futures contract or active front contract and rolled into the following futures contract before expiry. The price of the Securities during their lifetime and at maturity is, therefore, sensitive to fluctuations in the expected futures prices and can substantially differ from the spot price of the commodities. Commodities strongly depend on supply and demand and are subject to increased price fluctuations. Such price fluctuations may be based (among others) on the following factors: perceived shortage of the relevant commodity, weather damage, loss of harvest, governmental intervention or political upheavals.

### **Securities linked to Basket of Shares**

Where the Underlying Asset is a basket of shares which includes depositary receipts, investors should consult the relevant deposit agreement for the rights attaching to those depositary receipts, which may be different from the rights attaching to the shares themselves. In particular, depositary receipts may not get the benefit of any dividend paid on the shares.

### **Securities linked to Proprietary Indices**

Where an Underlying Asset is an index (a “**Proprietary Index**”) composed by the Issuer or one of its affiliates (the “**Index Creator**”), the rules of the index may be amended by the Index Creator. No assurance can be given that any such amendment would not be prejudicial to Securityholders.

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

The Issuer and the Index Creator are affiliated entities and may face a conflict of interest between their obligations as Issuer and Index Creator, respectively, and their interests in another capacity. No assurance can be given that the resolution of such potential conflicts of interest may not be prejudicial to the interests of Securityholders.

### **Tax**

The level and basis of taxation on the Securities and on the Securityholders and any reliefs from such taxation depend on the Securityholder’s individual circumstances and could change at any time. The tax and regulatory characterisation of the Securities may change over the life of the Securities. This could have adverse consequences for Securityholders. Potential Securityholders will therefore need to consult their own tax advisers to determine the specific tax consequences of the purchase, ownership, transfer and redemption or enforcement of the Securities.

### **Risks Relating to the Issuer**

The general risk management policy of the Issuer is consistent with equivalent functions of other Credit Suisse Group entities. The Issuer believes that it has effective procedures for assessing and managing risks associated with its business activities.

The Issuer cannot completely predict all market and other developments and the Issuer’s risk management cannot fully protect against all types of risk.

## DOCUMENTS INCORPORATED BY REFERENCE

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

1. Registration document dated 1 September 2009 relating to the Issuer that has been approved by the UK Listing Authority (the “**Registration Document**”) (except the documents incorporated therein by reference).
2. Base Prospectus dated 22 July 2009 relating to the Issuer’s Structured Products Programme that has been approved by the UK Listing Authority (the “**Principal Base Prospectus**”) except for the documents incorporated therein by reference, the Summary (pages 6 to 9 inclusive) and the Forms of Final Terms (pages 208 to 263 inclusive).
3. The Annual Report of the Issuer for the years ended 31 December 2006, 31 December 2007 and 31 December 2008.
4. The Interim Report (unaudited) of the Issuer for the six months ended 30 June 2009.
5. U.S. Securities and Exchange Commission (“**SEC**”) filings of Credit Suisse Group:
  - (i) Form 20-F Annual Report for the year ended 31 December 2008 available on the website of SEC and Credit Suisse Group’s website ([www.credit-suisse.com](http://www.credit-suisse.com));
  - (ii) Form 6-K Quarterly Report for the quarter ended 31 March 2008 available on the website of the SEC ([www.sec.gov](http://www.sec.gov));
  - (iii) Form 6-K Quarterly Financial Release for the quarter ended 30 June 2009 available on the website of the SEC ([www.sec.gov](http://www.sec.gov));
  - (iv) Form 6-K Quarterly Financial Report for the quarter ended 30 June 2009 available on the website of the SEC ([www.sec.gov](http://www.sec.gov)); and
  - (v) Form 6-K six Month Financial Report for the six months ended 30 June 2009 available on the website of the SEC ([www.sec.gov](http://www.sec.gov)).
6. Audited Annual Accounts for the years ended 31 December 2007 and 31 December 2008 of Credit Suisse (International) Holding AG, available on Credit Suisse Group’s website ([www.credit-suisse.com](http://www.credit-suisse.com)).

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

## TERMS AND CONDITIONS

The Securities will be subject to the General Terms and Conditions and Asset Terms set out in the Principal Base Prospectus as specified in the relevant Final Terms and also to the following provisions which shall be governed by and construed in accordance with the law that is applicable to the relevant General Terms and Conditions specified in the relevant Final Terms. In the case of a discrepancy or conflict with such General Terms and Conditions or Asset Terms, the following provisions shall prevail:

### 1 Definitions

“**A**” is equal to the number of Underlying Assets specified in the relevant Final Terms.

“**Asset<sub>i</sub>Base**” means Asset<sub>i</sub>Initial or Asset<sub>i</sub>Initial Period Level, as specified in the Final Terms.

“**Asset<sub>i</sub>Final**” means, in respect of Option<sub>N</sub>, the Level of Underlying Asset<sub>i</sub> on the Final Observation Date for that Option or, if more than one Final Observation Date is specified in the relevant Final Terms for that Option, the lowest or highest or average (as specified in the relevant Final Terms) of the Levels of Underlying Asset<sub>i</sub> on the Final Observation Dates for that Option.

“**Asset<sub>i</sub>Initial**” means, in respect of Option<sub>N</sub>, either (i) as specified in the relevant Final Terms or (ii) the Level of Underlying Asset<sub>i</sub> on the Initial Setting Date for that Option or, if more than one Initial Setting Date is specified in the relevant Final Terms for that Option, the first Initial Setting Date for that Option.

“**Asset<sub>i</sub>Initial Period Level**” means, in respect of Option<sub>N</sub>, either (i) as specified in the relevant Final Terms or (ii) the Level of Underlying Asset<sub>i</sub> on the Initial Setting Date for that Option or, if more than one Initial Setting Date is specified in the relevant Final Terms for that Option, the lowest or highest or average (as specified in the relevant Final Terms) of the Levels of Underlying Asset<sub>i</sub> on the Initial Setting Dates for that Option.

“**Best Performing Underlying Asset**” means the Underlying Asset with the highest Underlying Asset Return, provided that if two or more Underlying Assets have the same highest Underlying Asset Return, then the Issuer and/or the Calculation Agent shall determine, in its/their absolute discretion, which Underlying Asset shall be the Best Performing Underlying Asset and such Underlying Asset shall be deemed to be the Best Performing Underlying Asset.

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

“**Delivery Notice**” means a notice as referred to in paragraph 4 below.

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

“**Final Price**” means the Share Price of the Underlying Asset on the Final Observation Date or, if more than one Final Observation Date, the last Final Observation Date.

“**Fractional Amount**” means any fractional interest in one Share forming part of the Ratio.

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

Final Price x Fractional Amount x Spot Rate

“**Level**” means the Index Level, Commodity Index Level, FX Index level, the level of the Inflation Index, Interest Rate Index level, Share Price, Commodity Reference Price or FX Rate (as the case may be).

“**Observation Period**” means the period, if any, specified in the relevant Final Terms.

“**Physical Settlement**” means, if so specified in the relevant Final Terms, the delivery of the relevant Underlying Asset pursuant to the Physical Settlement Trigger or Physical Settlement Option, as applicable.

“**Physical Settlement Trigger Event**” means, in respect of the Physical Settlement Trigger Observation Date and either with regard to the Valuation Time or without regard to the valuation Time (as specified in the relevant Final Terms), the Share Price of any Underlying Asset or the Share Price of each Underlying Asset or the Share Price of the Best Performing Underlying Asset or the Share Price of the Worst Performing Underlying Asset, as specified in the relevant Final Terms, is below or at or below the Physical Settlement Trigger Event Barrier.

“**Physical Settlement Trigger Event Barrier**” means, in respect of an Underlying Asset and the Physical Settlement Trigger Observation Date, the Share Price equal to a percentage of the Strike Price of such Underlying Asset, as specified in the relevant Final Terms.

“**Physical Settlement Trigger Observation Date**” means the date so specified in the relevant Final Terms.

“**Presentation Date**” means the latest date prior to the Maturity Date or Expiration Date (as applicable) by which the Issuer determines that a Delivery Notice must have been delivered by the Securityholder in order for the Issuer, in accordance with its administrative practices, to deliver the relevant Share Amounts on the Share Delivery Date.

“**Ratio**” means, in respect of a Share, subject to the Asset Terms, the number of Shares specified as such in the relevant Final Terms, or if the number of Shares is not so specified, the number of Shares calculated by the Issuer in accordance with the following formula:

Nominal Amount x [Spot Rate or Strike Price (as specified in the Final Terms)]

“**Redemption Amount**” or “**Settlement Amount**” means, in respect of each Security (subject, where the Underlying Asset(s) is/are Shares and Physical Settlement is specified as applicable in the relevant Final Terms, as provided in paragraph 4 below), an amount determined by the Issuer in accordance with the following formula and, if so specified in the relevant Final Terms, subject to the maximum amount of the percentage of the Nominal Amount as specified in the relevant Final Terms:

$$(PP\% \times NA) + (NA \times \text{Max } [0\%, \text{Performance} + FP\%])$$

rounded up to the nearest transferable unit of the Settlement Currency

where:

“**FP%**” means the percentage so specified in the relevant Final Terms.

“**NA**” means the Nominal Amount of each Security specified in the relevant Final Terms.

“**PP%**” means the percentage specified in the relevant Final Terms.

“**Performance**” means an amount rounded up to four places of decimals determined by the Issuer as either (i) the aggregate of all Option Return<sub>N</sub> amounts or (ii) the average of all Option Return<sub>N</sub> amounts or (iii) the Option Return<sub>N</sub> of the best or worst performing Option Return<sub>N</sub> (as specified in the Final Terms), multiplied by the OP%.

where:

“**OP%**” means the percentage specified in the relevant Final Terms.

“**Option Return<sub>N</sub>**” means, subject to the Return Features set out in paragraph 3 below, in respect of each Option<sub>N</sub>, an amount rounded up to four places of decimals determined by the Issuer in accordance with the following formula:

$$\text{Max (Floor}_N; \text{Underlying Performance}_N) \times \text{Participation}_N$$

“**Floor<sub>N</sub>**” means in respect of Option<sub>N</sub>, the percentage specified in the relevant Final Terms.

“**Option<sub>N</sub>**” means a potential payoff with a specified Strike<sub>N</sub>, Participation<sub>N</sub>, Floor<sub>N</sub>, Type<sub>N</sub>, Final Observation Date(s)<sub>N</sub> and Initial Setting Date(s)<sub>N</sub> all as set out in the relevant Final Terms. Each Option<sub>N</sub>, and its defining properties, are separately identifiable through the unique number N assigned to it in the relevant Final Terms.

“**Participation<sub>N</sub>**” means, in respect of the relevant Option<sub>N</sub>, the percentage specified in the relevant Final Terms (which may be positive or negative).

“**Underlying Performance<sub>N</sub>**” means, in respect of the relevant Option<sub>N</sub>, an amount rounded up to four places of decimals determined by the Issuer in accordance with the following formula:

$$\sum_{i=1}^A \text{UAR}_i^N \times \text{Weighting}_i$$

Where

“**UAR<sub>i</sub><sup>N</sup>**” is the “**Underlying Asset Return**” calculated for Underlying Asset<sub>i</sub> in respect of Option<sub>N</sub>, determined by the Issuer as an amount rounded up to four places of decimals in accordance with the following formula:

(a) if Type<sub>N</sub> for the relevant Option<sub>N</sub> is specified as “Call” in the relevant Final Terms then:

$$\frac{\text{Asset}_i^{\text{Final}} - (\text{Strike}_N \times \text{Asset}_i^{\text{Initial Period Level}})}{\text{Asset}_i^{\text{Base}}}; \text{ or}$$

(b) if Type<sub>N</sub> for the relevant Option<sub>N</sub> is specified as “Put” in the relevant Final Terms then:

$$\frac{(\text{Strike}_N \times \text{Asset}_i^{\text{Initial Period Level}}) - \text{Asset}_i^{\text{Final}}}{\text{Asset}_i^{\text{Base}}}$$

“**Weighting<sub>i</sub>**” means the weighting for the relevant Underlying Asset as specified in the relevant Final Terms.

“**Settlement Currency**” means the currency specified in the relevant Final Terms.

**“Settlement Disruption Event”** means an event determined by the Issuer to be beyond the control of the Issuer as a result of which the Issuer cannot transfer (or it would be contrary to applicable laws and regulations for the Issuer to transfer) Shares comprised in the Share Amount(s) in accordance with paragraph 4(c)(ii).

**“Share Amount”** means, subject as provided in paragraph 4(c)(iii), in respect of each Security, the number of Shares equal to the Ratio rounded down to the nearest integral number of Shares.

**“Share Delivery Date”** means, in respect of a Share, subject as provided in paragraph 4(c)(ii), the Maturity Date or Expiration Date (as applicable) or, if such day is not a Delivery Day, the first succeeding Delivery Day.

**“Spot Rate”** means, in respect of a Share, the prevailing spot rate determined by the Issuer in its discretion on the Final Observation Date (or if more than one Final Observation Date, the last Final Observation Date) or, at the discretion of the Issuer, on the Banking Day in the city of the Principal Paying Agent or Fiscal Agent following the Final Observation Date (or if more than one Final Observation Date, the last Final Observation Date) expressed as the number of units of the Settlement Currency that could be bought with one unit of the currency in which the relevant Share is quoted on the relevant Exchange (or, if no direct exchange rates are published, the effective rate resulting from the application of rates into and out of one or more intermediate currencies).

**“Strike<sub>N</sub>”** means, in respect of Option<sub>N</sub>, the percentage so specified in the relevant Final Terms.

**“Strike Price”** means the Share Price of the Underlying Asset on the Initial Setting Date or, if more than one Initial Setting Date, the last Initial Setting Date.

**“Trigger Barrier”** means, in respect of Underlying Asset<sub>i</sub> and any Option<sub>N</sub>, the level or price of such Underlying Asset<sub>i</sub> equal to a percentage of Asset<sub>i</sub>Initial, as specified in the relevant Final Terms.

**“Trigger Barrier Observation Date”** means, as specified in the relevant Final Terms, either (a) any day in the Observation Period or (b) any of the dates so specified in the relevant Final Terms.

**“Trigger Barrier Redemption Amount”** means, in respect of each Security in respect of which a Trigger Event has occurred, an amount equal to a percentage of the Nominal Amount, as specified in the relevant Final Terms.

**“Trigger Barrier Redemption Date”** means, either (i) any of the dates specified in the relevant Final Terms following the occurrence of the Trigger Event, or (ii) if specified in the relevant Final Terms, a date selected by the Issuer falling not later than ten Currency Business Days immediately following the occurrence of the Trigger Event.

**“Trigger Event”** means, subject to the relevant Asset Terms, and in respect of any Trigger Barrier Observation Date, one of the following, as specified in the relevant Final Terms:

- (a) the Level of the Underlying Asset:
  - (i) is at or above the Trigger Barrier; or
  - (ii) is at or below the Trigger Barrier; or
- (b) the Level of any Underlying Asset:
  - (i) is at or above the Trigger Barrier; or
  - (ii) is at or below the Trigger Barrier; or
- (c) the Level of each of the Underlying Assets:
  - (i) is at or above the Trigger Barrier; or



- (ii) is at or below the Trigger Barrier; or
- (d) the average of either the highest Levels, lowest Levels or all Levels of each of the Underlying Assets (as specified in the relevant Final Terms):
  - (i) is at or above the Trigger Barrier; or
  - (ii) is at or below the Trigger Barrier; or

provided that, for the purposes of the definition of “Trigger Event” above and the definition of Level used therein, (i) if “Valuation Time Applicable” is specified in the relevant Final Terms, “Level” shall mean the Level as at the Valuation Time or (ii) if “Continuously Monitored Applicable” is specified in the relevant Final Terms, “Level” shall mean the Level at any time on the relevant day.

For the purposes of (ii) above if Continuously Monitored Applicable is specified in the relevant Final Terms, the reference to “as at the Valuation Time” in the definition of Index Level, Share Price and FX Rate (as applicable) shall be deemed replaced with “at any time”.

“**Type<sub>N</sub>**” means, in respect of the relevant Option<sub>N</sub>, either Call or Put, as specified in the relevant Final Terms.

“**Underlying Asset<sub>i</sub>**” means the relevant Underlying Asset specified in the relevant Final Terms.

“**Worst Performing Underlying Asset**” means the Underlying Asset with the lowest Underlying Asset Return, provided that if two or more Underlying Assets have the same lowest Underlying Asset Return, then the Issuer and/or the Calculation Agent shall determine, in its/their absolute discretion, which Underlying Asset shall be the Worst Performing Underlying Asset and such Underlying Asset shall be deemed to be the Worst Performing Underlying Asset.

## 2 Redemption

- (a) All Types of Securities

Unless they have previously been redeemed or purchased and cancelled, and subject to (b) below, the Issuer shall redeem the Securities on the Maturity Date at their Redemption Amount or, in the case of Warrants, on the Expiration Date at their Settlement Amount.

- (b) *Trigger Redemption*

If “Trigger Redemption” is specified as applicable in the relevant Final Terms and a Trigger Event occurs, the Issuer shall redeem the Securities (unless previously redeemed or purchased and cancelled) on the relevant Trigger Barrier Redemption Date at the Trigger Barrier Redemption Amount. Following such redemption, no further payments of interest or premium will be made.

## 3 Return Features

If one or more of the following features is specified in the relevant Final Terms in respect of an Option, the calculation of the relevant Option Return will be subject to such features:

- (i) Each Underlying Asset Return is subject to a maximum and/or a minimum percentage as specified in the relevant Final Terms.
- (ii) The highest or lowest of one or more (as specified in the relevant Final Terms) Underlying Asset Return(s) is/are replaced with a percentage as specified in the relevant Final Terms.

- (iii) The highest or lowest of one or more (as specified in the relevant Final Terms) Underlying Asset Return(s) will be subject to an addition or deduction of a percentage amount as specified in the relevant Final Terms.
- (iv) If, during a time period or on a specified date (as specified in the relevant Final Terms), the Level of an Underlying Asset or each Underlying Asset (as specified in the relevant Final Terms) is at any time during such time period or on such date equal to or higher than or lower than (as specified in the relevant Final Terms) a percentage (as specified in the relevant Final Terms) of its or the relevant Underlying Asset's Asset<sub>t</sub>Initial or Asset<sub>t</sub>Initial Period Level (as specified in the relevant Final Terms), then the Underlying Asset Return of that Underlying Asset or each Underlying Asset (as specified in the relevant Final Terms) will be equal to a percentage as specified in the relevant Final Terms;
- (v) If, during a time period or on a specified date (as specified in the relevant Final Terms), the Level of an Underlying Asset or each Underlying Asset (as specified in the relevant Final Terms) is on any day during such time period or on such date equal to or higher than or lower than (as specified in the relevant Final Terms) a percentage (as specified in the relevant Final Terms) of its or the relevant Underlying Asset's Asset<sub>t</sub>Initial or Asset<sub>t</sub>Initial Period Level (as specified in the relevant Final Terms), then the Underlying Asset Return of that Underlying Asset or each Underlying Asset (as specified in the relevant Final Terms) will be subject to an addition or deduction of a percentage amount as specified in the relevant Final Terms;
- (vi) If, during a time period or on a specified date (as specified in the relevant Final Terms), the Level of an Underlying Asset or each Underlying Asset (as specified in the relevant Final Terms) is on any day during such time period or on such date equal to or higher than or lower than (as specified in the relevant Final Terms) a percentage (as specified in the relevant Final Terms) of its or the relevant Underlying Asset's Asset<sub>t</sub>Initial or Asset<sub>t</sub>Initial Period Level (as specified in the relevant Final Terms), then the Underlying Performance for Option<sub>N</sub> (as specified in the relevant Final Terms) will be equal to a percentage as specified in the relevant Final Terms;
- (vii) The Weighting of the Underlying Asset that performs best or worst (as specified in the relevant Final Terms) during a time period or on a specified date (as specified in the relevant Final Terms) (by comparing the Level of each Underlying Asset during such time period or on such date with its Asset<sub>t</sub>Initial or Asset<sub>t</sub>Initial Period Level (as specified in the relevant Final Terms), shall be deemed to be 100 per cent. and the Weighting of all other Underlying Assets shall be deemed to be zero per cent.;
- (viii) The Underlying Performance for Option<sub>N</sub> (as specified in the relevant Final Terms) is subject to a maximum percentage as specified in the relevant Final Terms.

Provided that, for the purposes of the Return Features above, "Determined Level" means: (a) if "Valuation Time Applicable" is specified in the relevant Final Terms, the Level as at the Valuation Time or (b) if "Continuously Monitored Applicable" is specified in the relevant Final Terms, the Level at any time on the relevant day.

For the purposes of (b) above, if Continuously Monitored Applicable is specified in the relevant Final Terms, reference to "as at the Valuation Time" in the definition of Index Level, Share Price and FX Rate (as applicable) shall be deemed replaced with "at any time".

#### **4 Delivery of Shares (Physical Settlement)**

- (a) *Redemption by delivery of Shares*
  - (A) Physical Settlement Trigger

Where the Underlying Asset is Shares and the relevant Final Terms specify that Physical Settlement Trigger is applicable, if the Physical Settlement Trigger Event occurs, in lieu of paying the Redemption Amount or Settlement Amount (as applicable), the Issuer shall discharge its payment obligation by (i) delivery of the Share Amount (or if there is more than one Underlying Asset, the Share Amount of the Worst Performing Underlying Asset or the Best Performing Underlying Asset, as specified in the relevant Final Terms) on the Share Delivery Date and (ii) payment on the Maturity Date or Expiration Date (as applicable) of any Fractional Cash Amount.

If the Physical Settlement Trigger Event occurs and Physical Settlement Trigger is specified as applicable in the relevant Final Terms, the Issuer shall, as soon as practicable, and on or prior to the Banking Day that is at least a number of Banking Days prior to the Presentation Date equal to the Presentation Date Notice Period set out in the relevant Final Terms, give notice to the Securityholders in accordance with the General Conditions that the Physical Settlement Trigger Event has occurred and provide details of the Presentation Date.

(B) Physical Settlement Option

Where the Underlying Asset is Shares and the relevant Final Terms specify that Physical Settlement Option is applicable, if the Physical Settlement Option Notice has been delivered, in lieu of paying the Redemption Amount or Settlement Amount (as applicable), the Issuer shall discharge its payment obligation by (i) delivery of the Share Amount (or if there is more than one Underlying Asset, the Share Amount of the Worst Performing Underlying Asset or the Best Performing Underlying Asset, as specified in the relevant Final Terms) on the Share Delivery Date and (ii) payment on the Maturity Date or Expiration Date (as applicable) of any Fractional Cash Amount.

**“Physical Settlement Option Notice”** means a notice from the relevant Securityholder to the Issuer and the Paying Agent confirming that the Physical Settlement Option is exercised. Such notice must be delivered to the Issuer and the Paying Agent on or prior to the Banking Day that is at least a number of Banking Days prior to the Maturity Date or Settlement Date (as applicable) equal to the Physical Settlement Option Notice Period set out in the relevant Final Terms. Any Physical Settlement Option Notice delivered after such date will not be valid.

If Physical Settlement Option is specified as applicable in the relevant Final Terms and a valid Physical Settlement Option Notice has been delivered, the Issuer shall, as soon as practicable, and on or prior to the Banking Day that is at least a number of Banking Days prior to the Presentation Date equal to the Presentation Date Notice Period set out in the relevant Final Terms, provide details of the Presentation Date.

For both (A) and (B) above, if the Securities are to be redeemed by Physical Settlement, the Share Amounts in respect of the Securities shall be delivered subject to and in accordance with the following provisions and, where applicable, the rules and operating procedures of the relevant Clearing System.

(b) *Delivery Notices*

In order to obtain delivery of the Share Amount(s), the relevant Securityholder must deliver to any Paying Agent, on or before the Presentation Date, the relevant Security(ies) (if individually certificated) and a duly completed Delivery Notice.

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

The Delivery Notice must:

- (i) specify the name and address of the relevant Securityholder, the securities account in the Clearing System where the relevant Securities are to be debited and the securities account in the Clearing System to be credited with the relevant Share Amounts;
- (ii) certify that the beneficial owner of the relevant Securities is not a U.S. person; and
- (iii) authorise the production of such notice in any applicable administrative or legal proceedings.

No Delivery Notice may be withdrawn after receipt thereof by a Paying Agent. Upon the delivery of the Delivery Notice, the Securityholder may not transfer the Securities which are the subject of such Delivery Notice.

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

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

The Issuer shall have no obligation to make delivery of the Share Amount in respect of such Security unless and until a duly completed Delivery Notice (together with the relevant Security if individually certificated) are each delivered as provided above. If the duly completed Delivery Notice (together with the relevant Security if individually certificated) are each delivered after the Presentation Date, delivery of such Share Amount shall be made as soon as possible thereafter but not earlier than the Share Delivery Date.

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

Securityholders should note that, since the Presentation Date may fall before the date on which the Issuer notifies them of the method of redemption, they may not know by then whether the Securities will be redeemed by payment or by delivery of the Share Amount. However, if the Delivery Notice and the relevant Securities are not delivered by the Presentation Date in accordance with this Condition and the Securities are to be redeemed by delivery of the Share Amount, the Securityholder will receive the Share Amount later than if the Delivery Notice and the relevant Securities had been so delivered by the Presentation Date.

(c) *Share Amounts*

(i) *Delivery of Share Amounts*

Without prejudice to paragraph 4(c)(ii) below, the Issuer shall on the Share Delivery Date, deliver or procure the delivery of the Share Amount in respect of each Security to the relevant Clearing System (or, in the case of any Share Amount which is not eligible for delivery within the relevant Clearing System, using such other commercially reasonable manner as the Issuer may select) at the risk and expense of the relevant Securityholder. The Securityholder is required to pay all taxes and fees in connection with the delivery of the Share Amount, if any and no delivery shall take place until all such taxes and fees have been paid by the Securityholder to the absolute satisfaction of the Issuer. As used herein, "delivery" in relation to any Share Amount means the carrying out of the steps required of

the Issuer (or such person as it may procure to make the relevant delivery) in order to effect the transfer of the relevant Share Amount and “deliver” shall be construed accordingly. The Issuer shall not be responsible for any delay or failure in the transfer of such Share Amount once such steps have been carried out, whether resulting from settlement periods of clearing systems, acts or omissions of registrars, incompatible or incorrect information being contained in any Delivery Notice or otherwise and shall have no responsibility for the lawfulness of the acquisition of the Shares comprising the Share Amount or any interest therein by any Securityholder or any other person.

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

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

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

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

(ii) Settlement Disruption

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

Where a Settlement Disruption Event affects some but not all of the Shares comprising the Share Amount, the Share Delivery Date for the Shares comprising such Share Amount but

not affected by the Settlement Disruption Event will be the originally designated Share Delivery Date.

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

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

## TAXATION

The following summary of the withholding tax position in certain countries (and, in the case of Switzerland, other tax issues) that may arise as a result of holding the Securities is based on current tax legislation and is intended only as general information for holders of the Securities. It does not relate to any other tax consequences unless otherwise specified. It is recommended that prospective investors consult their own tax advisers for information with respect to the special tax consequences that may arise as a result of holding the Securities, including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable. See also the Section titled "UK, EU and Swiss Taxation" in the Principal Base Prospectus (pages 206 to 211 inclusive).

### Finland

There is no Finnish withholding tax (*lähdevero*) applicable on payments made by the Issuer in respect of the Securities. Payment of the redemption gain (if any) or interest on the Securities through a Finnish paying agent to individuals resident in Finland will be subject to an advance tax withheld by the Finnish paying agent at the rate of 28 per cent. Such advance tax withheld (*ennakonpidätys*) will be used for the payment of the individual's final taxes.

Payment of the redemption gain (if any) or interest on the Securities through a Finnish paying agent to corporate entities resident in Finland will not be subject to any Finnish advance or withholding taxes.

### France

Payments of interest and other revenues in respect of the Securities will not be subject to French withholding tax.

French resident individuals holders of Securities as private assets may, under certain conditions and pursuant to Article 125 A I of the French tax code, elect to be subject to the fixed prepayment levy (*prélèvement libératoire*) on the income received under the Securities which is assimilated to interest income for French tax purposes.

### Sweden

There is no Swedish withholding tax (*källskatt*) applicable on payments made by the Issuer in respect of the Securities. Sweden operates a system of preliminary tax (*preliminärskatt*) to secure payment of taxes. In the context of the Securities a preliminary tax of 30 per cent. will be deducted from all payments of interest in respect of the Securities made to any individuals or estates that are resident in Sweden for tax purposes. Depending on the relevant holder's overall tax liability for the relevant fiscal year the preliminary tax may contribute towards, equal or exceed the holder's overall tax liability with any balance subsequently to be paid by or to the relevant holder, as applicable.

## ADDITIONAL SELLING RESTRICTIONS

### AUSTRIA

The Securities have not and will not be offered to the public in Austria, except that an offer of the Securities may be made to the public in Austria:

- (a) if the following conditions have been satisfied:
  - (i) the Prospectus, including any supplements but excluding any Final Terms, in relation to those Securities issued by the Issuer, which has been approved by Finanzmarktaufsichtsbehörde in Austria (the “**FMA**”) or, where appropriate, approved in another Member State and notified to the FMA, all in accordance with the Prospectus Directive, has been published at least one Austrian banking business day prior to the commencement of the relevant offer;
  - (ii) the applicable Final Terms for the Securities have been published on or prior to the date of commencement of the relevant offer; and
  - (iii) a notification with Oesterreichische Kontrollbank, all as prescribed by the Capital Market Act 1991 (Kapitalmarktgesetz 1991), as amended (the “**CMA**”), has been filed at least one Austrian banking business day prior to the commencement of the relevant offer; or
- (b) otherwise in compliance with the CMA.

For the purposes of this provision, the expression “an offer of the Securities to the public” means the communication to the public 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 for the Securities.

### FRANCE

An offer of Securities to the public in France may only be made in the period beginning on the date of notification to the *Autorité des marchés financiers* (“**AMF**”) of the approval of this Base Prospectus by the competent authority of a member state of the European Economic Area, other than the AMF, which has implemented the Prospectus Directive, all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF, and ending at the latest on the date which is 12 months after the date of the approval of this Base Prospectus and, to the extent still required by law or regulation, subject to certain notices having been published. The relevant Final Terms will specify whether a public offer of Securities is intended to take place. Otherwise, in the absence of any such public offer being intended, Securities may only be offered or sold, directly or indirectly, and this Base Prospectus, the relevant Final Terms and any other offering material relating to the Securities may not be distributed or caused to be distributed, directly or indirectly, to the public in France other than to (a) persons providing investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*) acting for their own account, as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier*.



## FORM OF FINAL TERMS

Final Terms dated [●]

### Credit Suisse International

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

**Zero Coupon [●]-linked [Non-]Principal Protected [Notes/Certificates/Warrants] due [●]**  
linked to [●]  
[Series SPCSI [●]-[●]]  
(the “**Securities**”)

issued pursuant to the Principal Protected Securities and Non-Principal Protected Securities Base Prospectus (BPCSI-1) (Call Options and Put Options) as part of the Structured Products Programme

### PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Base Prospectus (BPCSI-1) dated [●] 2009 [as supplemented on [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. Copies of the Base Prospectus [and each supplemental Prospectus] may be obtained from the registered office of the Issuer and the offices of the Distributors and Agents specified herein.

These Final Terms comprise the final terms for the issue [and public offer in [●]] [and admission to trading on [*specify regulated market*]] of the Securities.

*[Include the next four paragraphs (which do not form part of the Base Prospectus for the purposes of Article 5.4 of the Prospectus Directive) and delete the previous two paragraphs if the Final Terms are drafted for Securities that are not to be listed on an EEA regulated market and are not to be offered to the public in the EEA.]*

[Terms used herein shall be deemed to be defined as such for the purposes of the Base Prospectus (BPCSI-1) dated [●] 2009 [as supplemented on [●]]. This document constitutes the Final Terms of the Securities described herein. Copies of the Base Prospectus [and each supplemental Prospectus] may be obtained from the registered office of the Issuer and the offices of the Agents specified herein.

These Final Terms comprise the final terms for the issuance of the Securities. The documents stated to be “DOCUMENTS INCORPORATED BY REFERENCE” in the Base Prospectus shall not be so incorporated for the purposes of the issue of the Securities.

Paragraphs [1], [2] and [3] of [Page 2] of the Base Prospectus shall be deleted in their entirety.

These Final Terms do not constitute final terms for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC). The Issuer is not offering the Securities in any jurisdiction in circumstances which would require a prospectus pursuant to the Prospectus Directive. Nor is any person authorised to

make such an offer of the Securities on behalf of the Issuer in any jurisdiction. In addition, no application has been made (nor is it proposed that any application will be made) for listing of the Securities on any stock exchange.]

The terms and conditions applicable to the Securities are (1) the General Terms and Conditions of [Notes/Certificates/Warrants]-[English/German/Swiss] law and the Asset Terms for [Equity-linked Securities/ Equity Index-linked Securities/Commodity-linked Securities/Commodity Index-linked Securities/FX-linked Securities/FX Index-linked Securities/Inflation Index-linked Securities/Interest Rate Index-linked Securities] set out in the Base Prospectus dated 22 July 2009 relating to the Issuer's Structured Products Programme and (2) the Terms and Conditions set out in the Base Prospectus dated [●] 2009 (BPCSI-1) relating to Call Options and Put Options (which incorporates by reference the provisions referred to in (1) above), as completed by these Final Terms. References to such Base Prospectuses are to them as supplemented at the date of these Final Terms.

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Italics denote guidance for completing the Final Terms.]*

*[When completing final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]*

- |   |   |   |
|---|---|---|
| 1 | Series Number:  | [●]/[Not Applicable]  |
| 2 | Tranche Number:   | [●]/[Not Applicable]  |
|   | <i>(If fungible with an existing Series, give details of that series, including the date on which the Securities become fungible)</i> |   |
| 3 | Applicable General Terms and Conditions:  | <p>[Notes – [English/German/Swiss] law]</p> <p>[Warrants – [English/Swiss] law]</p> <p>[Certificates – [English/German] law]</p> <p><i>(N.B. In certain countries, Certificates should be documented using the "Notes" General Terms and Conditions)</i></p> <p><i>[General Condition 4 of the General Terms and Conditions of Notes (English/Swiss law) shall also apply] (Only use if the Certificates General Terms and Conditions (English or Swiss law) apply and the Securities bear interest or premium)</i></p> |
| 4 | Specified Currency or Currencies:   | [●]   |
|   | <b>PROVISIONS RELATING TO NOTES AND CERTIFICATES</b>  | <p>[Applicable]/[Not Applicable]</p> <p><i>(If not applicable, delete the remaining paragraphs of this section)</i></p>   |
| 5 | Aggregate Nominal Amount/Number of Securities:  | [Up to] [●]   |
|   | (i) Series:   | [●]   |
|   | (ii) Tranche:   | [●]/[Not Applicable]  |
| 6 | Issue Price:  | [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert</i>  |

		<i>date] (in the case of fungible issues only, if applicable)</i>
		[•] per Security
<b>7</b>	Specified Denomination/Nominal Amount:	[•]
<b>8</b>	Issue Date/Payment Date:	[•]
<b>9</b>	Maturity Date/(Final) Redemption Date:	The later of [•] and the [•] after the last day which is a Final Observation Date <i>(specify the number and type of days by reference to which the Maturity Date is fixed)</i>
<b>10</b>	Interest Basis:	[Fixed Rate] [Floating Rate] [Zero Coupon] [Not Applicable]
<b>11</b>	Premium Basis:	[Not Applicable] [Applicable (further particulars below)]
<b>12</b>	Redemption/Payment Basis:	[Equity-linked] [Equity Index-linked] [Commodity-linked] [Commodity Index-linked] [FX-linked] [FX Index-linked] [Inflation Index-linked] [Interest Rate Index-linked] [Applicable]/[Not Applicable] <i>(If not applicable, delete the remaining paragraphs of this section)</i>
<b>PROVISIONS RELATING TO WARRANTS</b>		
<b>13</b>	Type of Warrants:	[Equity-linked] [Equity Index-linked] [Commodity-linked] [Commodity Index-linked] [FX-linked] [FX Index-linked] [Inflation Index-linked] [Interest Rate Index-linked]
<b>14</b>	Exercise Style:	[European Style] [American Style] [Bermudan Style]
<b>15</b>	Expiration Date/Exercise Date:	[•]
<b>16</b>	Minimum Exercise Number:	[•] [, or integral multiples thereof] <i>(Only for</i>

- (Minimum number of Warrants which can be exercised at any time)
- 17 Maximum Exercise Number: *American Style Warrants. This must not be more than the Transferable Number*  
 [●] (Only for American Style Warrants)  
 (Maximum number of Warrants which can be exercised at any time, subject as otherwise specified in the Conditions)
- 18 Number of Securities: [Up to] [●]  
 (i) Series: [●]  
 (ii) Tranche: [●]/[Not Applicable]
- 19 Issue Price: [●]
- 20 Issue Date/Payment Date: [●]
- 21 Settlement Date: [●] Currency Business Days after the Expiration Date/relevant Exercise Date, provided that, if that day is not a Currency Business Day, it shall be the next Currency Business Day.

#### PROVISIONS RELATING TO INTEREST AND PREMIUM

- 22 **Fixed Rate Provisions** [Applicable]/[Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [●] per cent. per annum
- (ii) Interest Commencement Date: [●]  
*(Specify if different from the Issue Date)*
- (iii) Interest Payment Date(s): [[●] in each year/[●]]
- (iv) Fixed Interest Amount [(s)]: [●] per [Specified Denomination]/[●] in nominal amount
- (v) Broken Amount: *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Interest Amount(s) and the Interest Payment Date(s) to which they relate]*
- (vi) Day Count Fraction: [Actual/Actual]  
 [Actual/Actual – ISDA]  
 [Actual/365 (fixed)]  
 [Actual/360]  
 [30/360]  
 [360/360]  
 [Bond Basis]  
 [30E/360]  
 [Eurobond Basis]  
 [30E/360 (ISDA)]  
 [Actual/Actual – ICMA]

(vii) Determination Date(s):	[Not Applicable] [[●] in each year ( <i>insert regular interest payment dates, ignoring the maturity date in the case of a long or short last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual - ICMA</i> )]
(viii) Other terms relating to the method of calculating interest for Fixed Rate Securities:	[Not Applicable]/[give details]
<b>23 Floating Rate Provisions</b>	[Applicable]/[Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Specified Period(s)/Specified Interest Payment Dates:	[●]
(ii) Interest Commencement Date: <i>(Specify if different from the Issue Date)</i>	[●]
(iii) Business Day Convention:	[Floating Rate Business Day Convention] [Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [other ( <i>give details</i> )]
(iv) Business Centre(s):	[●]
(v) Interest Period Date(s):	[Each Interest Payment Date]/[●]
(vi) ISDA Determination:	[●]
– Floating Rate Option:	[●]
– Designated Maturity:	[●]
– Reset Date:	[●]
– ISDA Definitions: (if different from those set out in the Conditions)	[●]
(vii) Margin(s):	[+/-] [●] per cent. per annum
(viii) Minimum Rate of Interest:	[●] per cent. per annum
(ix) Maximum Rate of Interest:	[●] per cent. per annum
(x) Day Count Fraction:	[Actual/Actual] [Actual/Actual – ISDA] [Actual/365 (fixed)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360]

		[Eurobond Basis]
		[30E/360 (ISDA)]
		[Actual/Actual – ICMA]
	(xi) Determination Date(s):	[Not Applicable]
		[[●] in each year ( <i>insert regular interest payment dates, ignoring the maturity date in the case of a long or short last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual - ICMA</i> )]
	(xii) Rate Multiplier:	[●]
	(xiii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Securities, if different from those set out in the Conditions:	[●]
<b>24</b>	Premium Provisions:	[Applicable]/[Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Rate(s) of Premium:	[●] per cent. per annum
	(ii) Day Count Fraction:	[Actual/Actual] [Actual/Actual – ISDA] [Actual/365 (fixed)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)] [Actual/Actual – ICMA]
	(iii) Determination Date(s):	[Not Applicable]
		[[●] in each year ( <i>insert regular premium payment dates, ignoring the maturity date in the case of a long or short last period. N.B. only relevant where Day Count Fraction is Actual/Actual - ICMA</i> )]
	(iv) Premium Commencement Date: <i>(Specify if different from the Issue Date)</i>	[●]
	(v) Premium Amount(s):	[●] per [Specified Denomination]/[[●] of the Nominal Amount]
	(vi) Premium Payment Date(s):	[[●] in each year] [Each Interest Payment Date]

		[●]
	<b>PROVISIONS RELATING TO REDEMPTION</b>	
<b>25</b>	Redemption Amount or Settlement Amount:	[Principal Protected] [Non-Principal Protected] <i>(The following sub-paragraphs should be completed or deleted as appropriate)</i>
	(i) Performance:	The [aggregate of all Option Return <sub>N</sub> amounts]/[average of all Option Return <sub>N</sub> amounts]/[the Option Return <sub>N</sub> of the [best/ worst] performing Option <sub>N</sub> . OP%: [●] per cent.
	(ii) Asset <sub>t</sub> Base:	[Asset <sub>t</sub> Initial]/[Asset <sub>t</sub> Initial Period Level]/ [Not Applicable]
	Asset <sub>t</sub> Initial:	[●]/[As determined in accordance with the Conditions]
	Asset <sub>t</sub> Initial Period Level:	[●]/[As determined in accordance with the Conditions]
	(iii) Initial Setting Date(s):	(i) [●]/[●], [●] and [●] (“ISD-A”) (ii) [●]/[●], [●] and [●] (“ISD-B”) (ii) [●]/[●], [●] and [●] (“ISD-C”) <i>(delete or add further lines as required)</i> as specified for the relevant Option <sub>N</sub> in the table below.
	(iv) Final Observation Date(s):	(i) [●]/[●], [●] and [●] (“FOD-A”) (ii) [●]/[●], [●] and [●] (“FOD-B”) (ii) [●]/[●], [●] and [●] (“FOD-C”) <i>(delete or add further lines as required)</i> as specified for the relevant Option <sub>N</sub> in the table below.
	(v) Observation Period:	[From and including [●] to and including [●]]/[Not Applicable] <i>(may be required pursuant to Trigger Redemption provisions)</i>
	(vi) Valuation Time:	[As determined in accordance with the Conditions]/[●]
	(vii) FP%:	[[●] per cent.]/[Not Applicable] <i>(For Certificates FP% should be “Not Applicable” not 0 per cent.)</i>
	(viii) PP%:	[●] per cent.
	(ix) Maximum Redemption Amount or Settlement Amount:	[[●] per cent. of the Nominal Amount] [Not Applicable]
	(x) Option <sub>N</sub> :	

N	Strike <sub>N</sub>	Participation <sub>N</sub>	Floor <sub>N</sub>	Type <sub>N</sub>	Initial Setting Date(s) <sub>N</sub>	Final Observation Date(s) <sub>N</sub>
1	[●]%	[+/-] [●]%	[●]%	[Put]/[Call]	ISD-[●] [: lowest/highest/ average value]	FOD-[●] [: lowest/highest/ average value]
2	[●]%	[+/-] [●]%	[●]%	[Put]/[Call]	ISD-[●] [: lowest/highest/ average value]	FOD-[●] [: lowest/highest/ average value]
3	[●]%	[+/-] [●]%	[●]%	[Put]/[Call]	ISD-[●] [: lowest/highest/ average value]	FOD-[●] [: lowest/highest/ average value]
					<i>[only include lowest/ highest/average value if more than one Initial Setting Date]</i>	<i>[only include lowest/ highest/average value if more than one Final Observation Date]</i>

*(Add further lines where necessary)*

(xi) Nominal Amount: [●]

*(Only include for Warrants – Nominal Amount is needed for determination of Settlement Amount)*

(xii) Return Features: In respect of Option<sub>[●]</sub>:

[Each Underlying Asset Return is subject to:

- a maximum percentage of [●] per cent.;
- a minimum percentage of [●] per cent.]

[The [highest/lowest] *[specify number if more than one]* Underlying Asset Return[s] [is/are] replaced with [●] per cent.]

[The [highest/lowest] *[specify number if more than one]* Underlying Asset Return[s] will be [reduced/increased] by [●] per cent.]

[If, on any day during the period from, and including [●] to, and including [●], the Determined Level of [one or more/each] Underlying Asset is [equal to/[equal to or] [higher than/lower than]] [●] per cent. of [its/the relevant Underlying Asset's] [Asset,Initial/Asset,Initial Period Level], then the Underlying Asset Return of [that/each] Underlying Asset will be equal to [●] per cent.]

[If, on [●], the Determined Level of [one or more/each] Underlying Asset is [equal



to/[equal to or] [higher than/lower than]]  
[●] per cent. of [its/the relevant  
Underlying Asset's]  
[Asset,Initial/Asset,Initial Period Level],  
then the Underlying Asset Return of  
[that/each] Underlying Asset will be equal  
to [●] per cent.]

[If, on any day during the period from,  
and including [●] to, and including [●], the  
Determined Level of [one or more/each]  
Underlying Asset is [equal to/[equal to or]  
[higher than/lower than]] [●] per cent. of  
[its/the relevant Underlying Asset's]  
[Asset,Initial/Asset,Initial Period Level],  
then the Underlying Asset Return of  
[that/each] Underlying Asset will be  
[reduced/increased] by [●] per cent.]

[If, on [●], the Determined Level of [one or  
more/each] Underlying Asset is [equal  
to/[equal to or] [higher than/lower than]]  
[●] per cent. of [its/the relevant  
Underlying Asset's]  
[Asset,Initial/Asset,Initial Period Level],  
then the Underlying Asset Return of  
[that/each] Underlying Asset will be  
[reduced/increased] by [●] per cent.]

[If, on any day during the period from,  
and including [●] to, and including [●], the  
Determined Level of [one or more/each]  
Underlying Asset is [equal to/[equal to or]  
[higher than/lower than]] [●] per cent. of  
[its/the relevant Underlying Asset's]  
[Asset,Initial/Asset,Initial Period Level],  
then the Underlying Performance will be  
equal to [●] per cent.]

[If, on [●], the Determined Level of [one or  
more/each] Underlying Asset is [equal  
to/[equal to or] [higher than/lower than]]  
[●] per cent. of [its/the relevant  
Underlying Asset's]  
[Asset,Initial/Asset,Initial Period Level],  
then the Underlying Performance will be  
equal to [●] per cent.]

[The Weighting of the Underlying Asset  
that performs [best/worst] on any day  
during the period from, and including [●]  
to, and including [●] (by comparing the  
Determined Level of each Underlying  
Asset during such time period with its

[Asset<sub>i</sub>/Initial/Asset<sub>i</sub>/Initial Period Level]) shall be deemed to be 100 per cent. and the Weighting of all other Underlying Assets shall be deemed to be zero per cent.]

[The Weighting of the Underlying Asset that performs [best/worst] on [●] (by comparing the Determined Level of each Underlying Asset on such day with its [Asset<sub>i</sub>/Initial/Asset<sub>i</sub>/Initial Period Level]) shall be deemed to be 100 per cent. and the Weighting of all other Underlying Assets shall be deemed to be zero per cent.]

[For the purposes of the determination of the Determined Level relating to the above Return Feature: [Valuation Time Applicable]/[Continuously Monitored Applicable].]

[The Underlying Performance is subject to a maximum percentage of [●] per cent.]

*[Repeat the above for each Option<sub>N</sub> as required]*

**26 Trigger Redemption:**

[Applicable]/[Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Trigger Barrier:

[●] per cent. of Asset<sub>i</sub>/Initial

*(Specify separately for each Underlying Asset if different)*

(ii) Trigger Barrier Observation Date(s):

[Any day in the Observation Period.]

[Any of [●]. [●] and [●].]

(iii) Trigger Barrier Redemption Amount:

[[●] per cent. of the Nominal Amount.

(iv) Trigger Event:

[The Level of [the/any] Underlying Asset in respect of any Trigger Barrier Observation Date is at or [above/below] the Trigger Barrier.]

[The Level of each of the Underlying Assets in respect of any Trigger Barrier Observation Date is at or [above/below] the Trigger Barrier.]

[The average of [all] the [highest/lowest] Levels of each of the Underlying Assets in respect of any Trigger Barrier Observation Date is at or [above/below] the Trigger Barrier.]

		For the purposes of the determination of the Level relating to a Trigger Event: [Valuation Time Applicable]/[Continuously Monitored Applicable].
	(v) Trigger Barrier Redemption Date:	[Any of [●], [●] and [●]]. [A date selected by the Issuer falling not later than ten Currency Business Days after the occurrence of the Trigger Event.]
<b>27</b>	<b>Physical Settlement Provisions:</b>	[Applicable]/[Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(a) Physical Settlement Trigger:	[Applicable]/[Not Applicable]
	Physical Settlement Trigger Event:	[With/Without] regard to the valuation Time, the Share Price of [the] [any/each/Best Performing/Worst Performing] Underlying Asset is [at or] below the Physical Settlement Trigger Event Barrier.
	Physical Settlement Trigger Event Barrier:	[●] per cent.
	Physical Settlement Trigger Observation Date:	[●]
	(b) Physical Settlement Option:	[Applicable]/[Not Applicable]
	Physical Settlement Option Notice Period:	[●] Banking Days prior to the [Maturity Date/Settlement Date]
	Presentation Date Notice Period:	[●] Banking Days prior to the Presentation Date
	Ratio:	[[●] ( <i>Specify separately for each Share</i> )] / [Nominal Amount x [Spot Rate/Strike Price]]
	Underlying Asset to be Delivered:	[Best Performing Underlying Asset] [Worst Performing Underlying Asset]
<b>28</b>	Early Termination Amount and Extraordinary Termination Amount:	[As provided in the General Conditions] [The outstanding nominal amount]
	<i>(German law Securities only)</i>	[Not Applicable]
<b>29</b>	Call Option:	[Applicable]/[Not Applicable]
	<i>(Not applicable to Warrants)</i>	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[●] [together with any interest accrued to the date fixed for redemption]
	(iii) If redeemable in part:	[●]
	(a) Minimum nominal amount to be redeemed:	[●]
	(b) Maximum nominal amount to be	[●]

	redeemed:	
	(iv) Description of any other Issuer's option:	[•]
	(v) Notice period (if other than as set out in the Conditions):	[•]
<b>30</b>	Settlement Currency <i>(The currency in which payment will be made)</i>	[The Specified Currency]/[•]
	<b>UNDERLYING ASSETS</b>	
<b>31</b>	<b>List of Underlying Assets</b>	
	i Underlying Asset <sub>i</sub>	Weighting <sub>i</sub>
[•]	[•]	[•]
[•]	[•]	[•]
	<i>(Add further lines where necessary)</i>	
<b>32</b>	<b>Equity Index-linked Securities</b>	[Applicable]/[Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	Index:	[•]
	Bloomberg code:	[•]
	Information Source:	[•]
	Required Exchanges:	[As per the Asset Terms]/[•]/[Not Applicable]
	Jurisdictional Events:	[Applicable]/[Not Applicable]
	Jurisdictional Event Jurisdiction(s):	[•]/[Not Applicable]
	Additional Disruption Events:	
	Change in Law:	[Applicable]/[Not Applicable]
	Hedging Disruption:	[Applicable]/[Not Applicable]
	Increased Cost of Hedging:	[Applicable]/[Not Applicable]
	<i>(Repeat as necessary where there are more Equity Indices)</i>	
<b>33</b>	<b>Equity-linked Securities</b>	[Applicable]/[Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	Share Issuer:	[•]
	Share:	[•]
	ISIN:	[•]
	Bloomberg Code:	[•]
	Information Source:	[•]
	Exchange:	[•]
	Jurisdictional Events:	[Applicable]/[Not Applicable]
	Jurisdictional Event Jurisdiction(s):	[•]/[Not Applicable]
	Additional Disruption Events:	

Extraordinary Dividend:	[•]/[To be determined by the Issuer]
Change in Law:	[Applicable]/[Not Applicable]
Insolvency Filing:	[Applicable]/[Not Applicable]
Hedging Disruption:	[Applicable]/[Not Applicable]
Increased Cost of Hedging:	[Applicable]/[Not Applicable]
<i>(Repeat as necessary where there are more Shares)</i>	
<b>34 Commodity-linked Securities</b>	[Applicable]/[Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
Commodity:	[•]
Bloomberg Code:	[•]
Information Source:	[•]
Jurisdictional Event:	[Applicable]/[Not Applicable]
Jurisdictional Event Jurisdiction(s):	[•]/[Not Applicable]
Commodity Reference Price:	[•]/[The Specified Price as published by the Price Source]/[Commodity Reference Dealers]
Price Materiality Percentage:	[[•] per cent.]/[Not Applicable]
Exchange:	[•]
Futures Contract:	[•]
Delivery Date:	[•]/[[•] Nearby Month]/[Not Applicable]
Price Source:	[•]
Specified Price:	[(A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the asked price; (I) the settlement price; (J) the official settlement price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing; (N) the fixing; (O) the spot price; or (P) <i>[Other – specify]</i> ]  [provided that, the Specified Price for the purposes of the determination of the Level relating to a Trigger Event shall be [(A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the asked price; (I) the settlement price; (J) the official settlement

price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing; (N) the fixing; (O) the spot price; or (P) [Other – specify]]

[provided that, in respect of Option<sub>[•]</sub>, the Specified Price for the purposes of the determination of the Determined Level relating to a Return Feature shall be: [(A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the asked price; (I) the settlement price; (J) the official settlement price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing; (N) the fixing; (O) the spot price; or (P) [Other – specify]]

*[Repeat the above for each Option<sub>N</sub> as required]*

Market Disruption Event:

[Price Source Disruption]

[Trading Disruption]

[Disappearance of Commodity Reference Price]

[Material Change in Formula]

[Material Change in Content]

[Tax Disruption]

[Not Applicable]

Jurisdictional Event:

[Applicable]/[Not Applicable]

Jurisdictional Event Jurisdiction(s):

[•]/[Not Applicable]

Additional Disruption Events:

Change in Law:

[Applicable]/[Not Applicable]

Hedging Disruption:

[Applicable]/[Not Applicable]

Increased Cost of Hedging:

[Applicable]/[Not Applicable]

Bullion Reference Dealers:

[•]/[The Calculation Agent]/[Not Applicable]

Reference Dealers:

[•]/[The Calculation Agent]

*(Repeat as necessary where there are more Commodities)*

**35 Commodity Index-linked Securities**

[Applicable]/[Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

Commodity Index:

[•]

Bloomberg Code:	[•]
Information Source:	[•]
Jurisdictional Event:	[Applicable]/[Not Applicable]
Jurisdictional Event Jurisdiction(s):	[•]/[Not Applicable]
Commodity Reference Price:	[•]/[The price as published by the Price Source]
Exchange:	[•]
Price Source:	[•]
Market Disruption Event:	[Price Source Disruption] [Trading Disruption] [Disappearance of Commodity Reference Price] [Early Closure] [Material Change in Formula] [Material Change in Content]] [Tax Disruption] [Not Applicable]
Jurisdictional Event:	[Applicable]/[Not Applicable]
Jurisdictional Event Jurisdiction(s):	[•]/[Not Applicable]
Additional Disruption Events:	
Change in Law:	[Applicable]/[Not Applicable]
Hedging Disruption:	[Applicable]/[Not Applicable]
Increased Cost of Hedging:	[Applicable]/[Not Applicable]
<i>(Repeat as necessary where there are more Commodities Indices)</i>	
<b>36 FX-linked Securities</b>	[Applicable]/[Not Applicable] <i>(if not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
FX Rate:	[•]/[Determined in accordance with Settlement Rate Option]
FX Page:	[•]
Information Source:	[•]
Jurisdictional Event:	[Applicable]/[Not Applicable]
Jurisdictional Event Jurisdiction(s):	[•]/[Not Applicable]
Event Currency:	[•]
Non-Event Currency:	[•]
Reference Currency:	[•]/[Settlement Currency]
Valuation Date:	[•]
Market Disruption Events:	
Benchmark Obligation Default:	[Applicable]/[Not Applicable]

	[If applicable: Benchmark Obligations: Primary Obligor:[●] Type of Instrument:[●] Currency of Denomination:[●] Coupon:[●] Maturity Date:[●] BB Number:[●] Face Value:[●]]
Dual Exchange Rate:	[Applicable]/[Not Applicable]
General Inconvertibility:	[Applicable]/[Not Applicable]
General Non-Transferability:	[Applicable]/[Not Applicable]
Governmental Authority Default:	[Applicable]/[Not Applicable]
Illiquidity:	[Applicable]/[Not Applicable] [If applicable: Minimum Amount: [●]]
Material Change in Circumstances:	[Applicable]/[Not Applicable]
Nationalisation:	[Applicable]/[Not Applicable] [If applicable: Relevant Affiliates: [ <i>Specify</i> ]/[Not Applicable]]
Price Materiality:	[Applicable]/[Not Applicable] [If applicable: Primary Rate: [●] / Secondary Rate: [●] / Price Materiality Percentage:[●]]%
Price Source Disruption:	[Applicable]/[Not Applicable]
Specific Inconvertibility:	[Applicable]/[Not Applicable]
Specific Non-Transferability:	[Applicable]/[Not Applicable]
Additional Disruption Events:	
Change in Law:	[Applicable]/[Not Applicable]
Hedging Disruption:	[Applicable]/[Not Applicable]
Increased Cost of Hedging:	[Applicable]/[Not Applicable]
<i>(Repeat as necessary where there are more FX Rates)</i>	
<b>37 FX Index-linked Securities</b>	[Applicable]/[Not Applicable] <i>(If not applicable, delete the following sub-paragraphs of this paragraph)</i>
FX Index:	[●]
FX Page:	[●]
Information Source:	[●]
Jurisdictional Event:	[Applicable]/[Not Applicable]
Jurisdictional Event Jurisdiction(s):	[●]/[Not Applicable]
Event Currency:	[●]
Non-Event Currency:	[●]



Reference Currency:	[●]/[Settlement Currency]
Disruption Events:	
Benchmark Obligation Default:	[Applicable]/[Not Applicable] [If applicable: Benchmark Obligations: Primary Obligor:[●] Type of Instrument:[●] Currency of Denomination:[●] Coupon:[●] Maturity Date:[●] BB Number:[●] Face Value:[●]]
Dual Exchange Rate:	[Applicable]/[Not Applicable]
General Inconvertibility:	[Applicable]/[Not Applicable]
General Non-Transferability:	[Applicable]/[Not Applicable]
Governmental Authority Default:	[Applicable]/[Not Applicable]
Illiquidity:	[Applicable]/[Not Applicable] [If applicable: Minimum Amount: [●]]
Material Change in Circumstances:	[Applicable]/[Not Applicable]
Nationalisation:	[Applicable]/[Not Applicable] [If applicable: Relevant Affiliates: [ <i>Specify</i> ]/[Not Applicable]]
Price Materiality:	[Applicable]/[Not Applicable] [If applicable: Primary Rate: [●] / Secondary Rate: [●] / Price Materiality Percentage:[●]]%
Price Source Disruption:	[Applicable]/[Not Applicable]
Specific Inconvertibility:	[Applicable]/[Not Applicable]
Specific Non-Transferability:	[Applicable]/[Not Applicable]
Additional Disruption Events:	
Change in Law:	[Applicable]/[Not Applicable]
Hedging Disruption:	[Applicable]/[Not Applicable]
Increased Cost of Hedging:	[Applicable]/[Not Applicable]
<i>(Repeat as necessary where there are more FX Indices)</i>	
<b>38 Inflation Index-linked Securities</b>	[Applicable]/[Not Applicable] <i>(if not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
Inflation Index:	[●]
Inflation Fixing Months:	[●]
<i>(Repeat as necessary where there are more Inflation Indices)</i>	
<b>39 Interest Rate Index-linked Securities</b>	[Applicable]/[Not Applicable]

		<i>s(If not applicable, delete the following sub-paragraphs of this paragraph)</i>
	Interest Rate Index:	[•]
	Information Source:	[•]
	Jurisdictional Event:	[Applicable]/[Not Applicable]
	Jurisdictional Event Jurisdiction(s):	[•]/[Not Applicable]
	Additional Disruption Events:	
	Change in Law:	[Applicable]/[Not Applicable]
	Hedging Disruption:	[Applicable]/[Not Applicable]
	Increased Cost of Hedging:	[Applicable]/[Not Applicable]
	<i>(Repeat as necessary where there are more Interest Rate Indices)</i>	
40	Adjustments Convention: <i>(for the purposes of Asset Term 2)</i>	[As per Asset Term 2]/[•]
	<b>GENERAL PROVISIONS</b>	
41	Form of Securities: <i>(Not Applicable if Certificates General Terms and Conditions (English law) or Warrants General Terms and Conditions (English law) apply)</i>	[Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Type:	[Bearer Securities] [Registered Securities] [Uncertificated Securities (Swiss law only)] <i>[Delete as appropriate]</i>
	(ii) Global Security: <i>(English or German law only)</i>	[Permanent Global Security] [Not Applicable]
	(iii) Applicable TEFRA exemption:	[Not Applicable] [[C Rules]/[D Rules] (Swiss law only)]
42	Financial Centre(s):	[Not Applicable]/[•] <i>(Note that this item relates to the place of payment, and not interest period end dates)</i>
43	Vouchers to be attached to Definitive Securities: <i>(Swiss law only)</i>	[Not Applicable] [No] [Yes]
44	Transferable Number of Securities: <i>(Only include if Certificates or Warrants General Terms and Conditions apply)</i>	[•]/[Not Applicable]
45	Listing and Admission to Trading:	
	(i) Stock Exchange(s) to which application	[Irish Stock Exchange]

will initially be made to list the Securities: <i>(Application may subsequently be made to other stock exchange(s))</i>	[Luxembourg Stock Exchange] [NASDAQ OMX Helsinki] [NASDAQ OMX Stockholm] [Oslo Børs] [Official List of the SIX Swiss Exchange AG] [Other - <i>specify</i> ] [None]
(ii) Admission to trading:	[Application has been made for the Securities to be admitted to trading on the Regulated Market of the [●] with effect from [●] provided, however, no assurance can be given that the Securities will be admitted to trading or listed on the Regulated Market of the [●] on the Issue Date or any specific date thereafter.] [Application will be made for the Securities to be listed on the SIX Swiss Exchange provided, however, no assurance can be given that the Securities will be admitted to trading on Scoach Schweiz or listed on the SIX Swiss Exchange on the Issue Date or any specific date thereafter.] [●]/[Not Applicable]
<b>46</b> Entities (other than stock exchanges) to which application for listing and/or approval of the Securities will be made:	[●]/[Not Applicable]
<b>47</b> Securities Codes and Ticker Symbols:	
ISIN Code:	[●]/[Not Applicable]
Common Code:	[●]/[Not Applicable]
Swiss Securities Number:	[●]/[Not Applicable]
Telekurs Ticker:	[●]/[Not Applicable]
WKN Number:	[●]/[Not Applicable]
<b>48</b> Clearing and Trading:	
Clearing System(s) and any relevant identification number(s):	[Euroclear Bank S.A./N.V. and Clearstream Banking, S.A., Luxembourg] [Clearstream Banking AG, Frankfurt] [Monte Titoli] [Euroclear Finland Ltd] [Euroclear Sweden AB] [VPS] [SIX SIS AG, Olten] [Other]
Clearing Agent:	[Clearstream Banking AG, Frankfurt]/[●]/[Not Applicable]

	<i>(German law Securities only)</i>	
	Delivery of Securities:	Delivery [against/free of] payment
	Last Trading Date:	[●] [until the official close of trading on the SIX Swiss Exchange]
	<i>(Swiss law only)</i>	[Not Applicable]
	Trading Basis:	["Clean price" (30/360) in per cent. of the Nominal Amount.]
	<i>(Swiss law only)</i>	["Dirty price" or "full price" in per cent. of the Nominal Amount.]
		[Not Applicable]
	Minimum Trading Lot:	[●]/[Not Applicable]
<b>49</b>	Agents:	
	Calculation Agent:	[Credit Suisse International One Cabot Square London E14 4QJ]
		[Credit Suisse Paradeplatz 8 CH-8001 Zurich]
	Fiscal Agent/Principal Certificate Agent/Principal Warrant Agent:	[The Bank of New York Mellon, acting through its London Branch One Canada Square London E14 5AL]
		[Credit Suisse Paradeplatz 8 CH-8001 Zurich]
		[Not Applicable]
	Paying Agent:	[Not Applicable]
	<i>(Swiss law only)</i>	[Credit Suisse Paradeplatz 8 CH-8001 Zurich]
	Paying Agents/Certificate Agents:	[Not Applicable]
		[The Bank of New York Mellon, acting through its London Branch One Canada Square London E14 5AL]
		[Nordea Bank Finland Plc Aleksanterinkatu 36B Helsinki]
		[Credit Suisse Paradeplatz 8 CH-8001 Zurich]
		[Credit Suisse Securities (Europe) Limited Niederlassung Frankfurt am Main Junghofplaza]

		Junghofstrasse 16 60311 Frankfurt am Main]
	Additional Agents:	[Applicable]/[Not Applicable] <i>(If Not Applicable, delete remaining sub-paragraphs of this paragraph)</i>
	Transfer Agents:	[Not Applicable]
	<i>(Registered Securities only)</i>	[The Bank of New York Mellon, acting through its London Branch One Canada Square London E14 5AL]
	Registrar:	[Not Applicable]
	<i>(Registered Securities only)</i>	[The Bank of New York Mellon, acting through its London Branch One Canada Square London E14 5AL]  [Euroclear Finland Ltd Urho Kekkosen katu 5C 00101 Helsinki]  [Nordea Bank Norge ASA Custody Services Essendrops gate 7 P.O. Box 1166 Sentrum 0107 Oslo]  [Euroclear Sweden AB Box 7822 SE-10397 Stockholm]
	Issuing Agent ( <i>Emissionsinstitut</i> ) ( <i>Swedish issues only</i> ):	[Not Applicable] [SEB Merchant Banking Securities Services Kungsträdgårdsgatan 8 SE-10640 Stockholm]  [Nordea Bank Sweden Smålandsgatan 17 SE-10571 Stockholm Sweden]
	Issuer Agent ( <i>Finnish issues only</i> ):	[Not Applicable] [Nordea Bank Finland Plc 2590 Issuer Services Aleksis Kiven Katu 3-5, Helsinki FI-00020 NORDEA Finland]  <i>(Delete or add additional Agents as appropriate)</i>
<b>50</b>	Co-Structurer:	[Not Applicable]/[●]
<b>51</b>	Dealer(s):	[Credit Suisse International]/[Credit Suisse]

		Securities (Europe) Limited]/[ <i>other</i> ]
<b>52</b>	Additional steps that may only be taken following approval by Extraordinary Resolution: <i>(Delete if Certificate General Terms and Conditions apply)</i>	[Not Applicable]/[ <i>give details</i> ]
<b>53</b>	Specified newspaper for the purposes of notices to Securityholders:	[Not Applicable]/[●]
<b>54</b>	Additional Provisions:	[Not Applicable]/[ <i>give details</i> ]

## PART B – OTHER INFORMATION

**[Index Trademark/Disclaimer] [Licensor] (delete if not applicable)**

[Add if applicable]

**[Interests of Natural and Legal Persons involved in the Issue]**

[Save for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer.] *(Amend as appropriate if there are other interests)*

**[Explanation of effect on value of investment and associated risks]**

[Include a clear and comprehensive explanation of how the value of the investments is affected by the underlying and the circumstances when the risks are most evident]

*[(N.B. The above applies if the Securities are derivative securities to which Annex XII of the Prospectus Directive Regulation applies with a denomination of less than EUR 50,000.*

*When completing this paragraph consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]*

**[Additional Selling Restrictions (delete if not applicable)]**

[Add if applicable]]

**[Additional Taxation Provisions (delete if not applicable)]**

[Add if applicable]]

**[Additional Provisions for Securities listed on SIX Swiss Exchange (delete if not applicable)]**

### 1 Equity Index-linked Securities

Index: [•]

Development of the Index over the last 3 years: [•]

Index Description: [•]

*(Repeat as necessary where there are more Equity Indices)*

### 2 Inflation Index-linked Securities

Inflation Index: [•]

Development of the Inflation Index over the last 3 years: [•]

Inflation Index Description: [•]  
*(Repeat as necessary where there are more Inflation Indices)*

### **3 Equity-linked Securities**

Share Issuer: [NAME]  
Domicile: [•]  
ISIN and Swiss Securities Number of Share: [•]  
Share Price Development over the last 3 years: [•]  
Availability of Annual Reports of Share Issuer: [•]  
Par Value: [•]  
*(Repeat as necessary where there are more Share Issuers)*

### **4 Commodity-linked Securities**

Commodity: [•]  
Price Development over the last 3 years: [•]  
*(Repeat as necessary where there are more Commodities)*

### **5 Commodity Index-linked Securities**

Commodity Index: [•]  
Development of the Commodity Index over the last 3 years: [•]  
Commodity Index Description: [•]  
*(Repeat as necessary where there are more Commodity Indices)*

### **6 FX-linked Securities**

FX Rate: [•]  
Price Development over the last 3 years: [•]  
*(Repeat as necessary where there are more FX Rates)*

### **7 FX Index-linked Securities**

FX Index: [•]  
Development of the FX Index over the last 3 years: [•]  
FX Index Description: [•]  
*(Repeat as necessary where there are more FX Indices)*



## 8 Interest Rate Index-linked Securities

Index Rate Index: [●]

Development of the Interest Rate Index over the last 3 years: [●]

Interest Rate Index Description: [●]

*(Repeat as necessary where there are more Interest Rate Indices)*

### Terms and Conditions of the Offer

- |          |  |  |
|----------|--|--|
| <b>1</b> | Offer Price:   | [Not Applicable]<br>[[●] per cent. of the nominal amount/[●] per Security]<br>[To be determined on the basis of the prevailing market conditions on or around the Price Determination Date subject to the Maximum Price specified below. Maximum Price: [●] per cent. of the nominal amount/[●] per Security]<br>Price Determination Date: [●]]  |
| <b>2</b> | Total amount of the offer. If the amount is not fixed, description of arrangements and time for announcing to the public the definitive amount of the offer: | [Not Applicable]/[●]<br>[To be determined on the basis of the demand for the Securities and prevailing market conditions and published in accordance with Article 8 of the Prospectus Directive.]  |
| <b>3</b> | Conditions (in addition to those specified in the Base Prospectus) to which the offer is subject:  | [●]<br>[Right to cancel: The offer may be cancelled if the nominal amount or aggregate number of Securities of purchased is less than the Minimum Amount specified below or if the offer price is greater than the Maximum Price referred to above, or if the Issuer or the relevant Distributor assesses, at its absolute discretion, that any applicable laws, court rulings, decisions by governmental or other authorities or other similar factors render it illegal, impossible or impractical, in whole or part, to complete the offer or that there has been a material adverse change in the market conditions. In case of cancellation, unless otherwise specified by the relevant Distributor, the relevant Distributor will repay the purchase price and any commission paid by any purchaser without interest.<br>Minimum Amount: [●]/[Not Applicable]] |
| <b>4</b> | The time period during which the offer will be open:   | [●]  |

5	Description of the application process	<p>[Not Applicable]</p> <p>[•]</p> <p>[Purchases from the relevant Distributors can be made by submitting to the relevant Distributor, a form provided by the relevant Distributor, or otherwise as instructed by the relevant Distributor.]</p>
6	Details of the minimum and/or maximum amount of application:	<p>[Not Applicable]</p> <p>[•]</p>
7	Details of the method and time limits for paying up and delivering the Securities:	<p>[Not Applicable]</p> <p>[Payments for the Securities shall be made to the relevant Distributor on [[•]/such date as the relevant Distributor may specify] as instructed by the relevant Distributor.]</p> <p>[The Securities are expected to be delivered to the purchasers' respective accounts on or around [[•]/the date as notified by the relevant Distributor].]</p>
8	Manner in and date on which results of the offer are to be made public:	<p>[Not Applicable]</p> <p>[•]</p>
9	Categories of potential investors to which the Securities are offered and whether tranche(s) have been reserved for certain countries:	<p>[Not Applicable]</p> <p>[•]</p>
10	Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	<p>[Not Applicable]</p> <p>[•]</p> <p>[Applicants will be notified by the relevant Distributor of the success of their application. Dealings in the Securities may begin before such notification is made.]</p>
11	Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	<p>[Not Applicable]</p> <p>[•]</p> <p>[The Distributor will charge purchasers a commission of [•]/[up to [•] per cent. of the Specified Denomination] per Security.]</p> <p>[The Issuer will pay a fee to the Distributor in connection with the Offer of [•]/[up to [•] per cent. of the Specified Denomination] per Security.]</p> <p>[The Securities have been sold at a discount.]</p>
12	Name(s) and address(es), to the extent known to the Issuer, of the placers (“ <b>Distributors</b> ”) in the various countries where the offer takes place.	<p>[None]</p> <p>[•]</p>

13 Market-Maker: /[Not Applicable]

14 Market-making agreement with the Issuer: [Yes]/[No]

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

**[Notice for investors in Finland:** Complaints relating to the offer may be submitted to the Securities Complaints Board.]

### **[Scenario Analysis**

[Include if desired]]

### **[Retrospective Simulation**

[Include if desired]

[Source of information: [ ]]

The values used for the simulations are historic and past performance is not a reliable indicator of future performance. The simulations are only examples and should not be considered as implying that the same levels of return could be obtained.

The figures used for the simulations are denominated in [SPECIFY CURRENCY]. Where investors are resident in a country other than the country or countries of such currency, the return for such investors in the currency of their country of residence may be increased or decreased as a result of currency fluctuations.]

### **[Redemption Amount**

[Include Formula and related provisions if desired]]

### **Statements**

#### **[Representation (SIX listing only – if not applicable, delete this section)**

In accordance with article 50 of the Listing Rules of the SIX Swiss Exchange the Issuer has appointed Credit Suisse, located at Paradeplatz 8, CH-8001 Zurich, as recognised representative to lodge the listing application with the Admission Board of the SIX Swiss Exchange.]

#### **[Significant or Material Adverse Change Statement (SIX listing only – if not applicable, delete this section)**

[[Save as disclosed in Base Prospectus BPCSI-1 referred to above (including the documents incorporated by reference therein) as supplemented at the date of these Final Terms.] [T][t]here has been no significant change in the financial or trading position of the Issuer since [[•] (date of Base Prospectus BPCSI-1 or later supplement)] and there has been no material adverse change in the

financial position or the prospects of the Issuer since [●] *[(date of Base Prospectus BPCSI-1 or later supplement)]*].

**Responsibility**

The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in these Final Terms is in accordance with the facts and does not omit anything likely to affect the import of such information. [[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to as certain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: \_\_\_\_\_  
Duly authorised

By: \_\_\_\_\_  
Duly authorised