



Íslandsbanki hf. Base Prospectus

April 2019

Íslandsbanki hf.
Hagasmára 3
201 Kópavogur

Íslandsbanki hf.

(Incorporated in Iceland as a limited liability company)

ISK 100,000,000,000

Bond Programme

*Under this ISK 100,000,000,000 Bond Programme, Íslandsbanki hf. (the “**Issuer**”) may issue in a continuous and repeated manner bonds (the “**Bonds**”) denominated in any Specified Currency.*

*The Bonds may be issued in bearer form (“**Bearer Bonds**”), registered form (“**Registered Bonds**”), uncertificated book entry form cleared through the Icelandic Securities Depository (the “**ISD**”) or any other clearing system as decided by the Issuer.*

The maximum aggregate nominal amount outstanding of all Bonds issued under the Programme will not exceed ISK 100,000,000,000 (or its equivalent in other currencies calculated as described herein). The Bonds may be issued on a continuing basis.

*This Base Prospectus has been approved by the Financial Supervisory Authority Iceland (the “**FME**”), in its capacity as competent authority under the Act on Securities Transactions, as a base prospectus for the purposes of Article 5(4) of Directive 2003/71/EC (the “**Prospectus Directive**”) and Article 45 of the Act on Securities Transactions No. 108/2007 for the purpose of giving information with regard to the issue of Bonds under the Programme during a period of at least twelve months from the date of its publication. An application will be submitted to NASDAQ Iceland for Bonds issued under the Programme to be admitted to trading on NASDAQ Iceland’s Main Market, the regulated market of the NASDAQ Iceland. References in this Base Prospectus to Bonds being listed (and all related references) shall mean that such Bonds have been admitted to trading on the regulated market of the NASDAQ Iceland. The regulated market of the NASDAQ Iceland is a regulated market for the purposes of Directive 2004/39/EC (the “**MiFID**”) which has been implemented in Iceland through the Act on Securities Transactions and Act on Stock Exchanges No. 110/2007. The Issuer may list the Bonds on additional regulated markets.*

Notice of the aggregate nominal amount of Bonds, interest (if any) payable in respect of Bonds, the issue price of Bonds and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under Terms and Conditions of the Bonds) of Bonds will be set out in the Final Terms which, with respect to Bonds to be listed on NASDAQ Iceland, will be delivered to the NASDAQ Iceland and can be found on the Issuer’s website <https://www.islandsbanki.is/en/landing/about/investor-relations>

Prospective investors should refer to the factors described in the section entitled “Risk Factors” in this Base Prospectus for a discussion of risk factors to be considered in connection with an investment in the Bonds.

*The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**US Securities Act**”) and are subject to U.S. tax law requirements. Subject to certain exceptions, Bonds may not be offered, sold or delivered within the United States or to U.S. persons.*

The Issuer may decide that Bonds may be issued in a form not contemplated by the Terms and Conditions of the Bonds described herein, in which event, a supplement to the Base Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Bonds.

Íslandsbanki hf.

The date of this Base Prospectus is 2 April 2019

The Issuer hereby declares that having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

Copies of Final Terms relating to Bonds which are admitted to trading on NASDAQ Iceland's regulated market will be available on the website of the Issuer <https://www.islandsbanki.is/en/landing/about/investor-relations> and at the registered office of the Issuer.

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

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

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Bonds shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Bonds in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Bonds may be restricted by law in certain jurisdictions. The Issuer does not represent that this Base Prospectus may be lawfully distributed, or that any Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer which would permit a public offering of any Bonds or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Bonds may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Bonds may come must inform themselves about, and observe any such restrictions, on the distribution of this Base Prospectus and the offering and sale of Bonds. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Bonds in the United States, the European Economic Area and Japan.

The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under the applicable law. Capitalised terms used in this Base Prospectus have been defined in the section of the Terms and Conditions entitled "Definitions" or throughout this Base Prospectus. Accordingly, references to the Terms and Conditions shall be construed as references to the definitions found therein unless the context specifically states otherwise.

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RISK FACTORS

Prospective investors should read the entire Base Prospectus, including relevant Final Terms and any additional supplements, and reach their own views prior to making any investment decision.

The Issuer believes that the following factors may affect its ability to fulfil its obligations to investors under Bonds issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Bonds issued under the Programme are also described below.

To the best of the Issuer's knowledge the factors described below represent the principal risks inherent in investing in Bonds issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Bonds may occur for other reasons, such as reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.

This section of the Base Prospectus is divided into three main sections: Risk Factors relating to the Issuer, Risk Factors relating to the Bonds and General Risk Factors.

The following is a general discussion of risks typically associated with the Issuer and the acquisition and ownership of Bonds. In particular, it does not consider an investor's specific knowledge and/or understanding about risks typically associated with the Issuer and the acquisition and ownership of Bonds, whether obtained through experience, training or otherwise, or the lack of such specific knowledge and/or understanding, or circumstances that may apply to a particular investor.

RISK FACTORS RELATING TO THE ISSUER, INCLUDING THE ABILITY OF THE ISSUER TO FULFIL ITS OBLIGATIONS UNDER THE BONDS

THE ISSUER'S RESULTS MAY BE ADVERSELY AFFECTED BY GENERAL ECONOMIC CONDITIONS AND OTHER BUSINESS CONDITIONS

The Issuer's results are affected by general economic and other business conditions. These conditions include changing economic cycles that affect demand for investment and banking products. These cycles are also influenced by global political events, such as terrorist acts, war and other hostilities as well as by market specific events, such as shifts in consumer confidence and consumer spending, the rate of unemployment, industrial output, labour or social unrest and political uncertainty.

In particular, the Issuer's business, financial condition and results of operations are affected directly by economic and political conditions in Iceland.

There is great uncertainty concerning economic development in Iceland's main trading partner countries and concerning downturn in consumption occurring throughout the world. Expected loss rates are, among other factors, dependent upon unemployment, inflation and exchange rates as well as possible changes in legislation and compliance. The recovery rates also depend on asset price evolution and legislation changes concerning liquidation of assets.

CHANGES IN INTEREST RATES MAY IMPACT THE ISSUER'S RESULTS

The results of the Issuer's operations are affected by its management of interest rate sensitivity. Interest rate sensitivity refers to the relationship between changes in market interest rates and changes in net interest income and investment income. The composition of the Issuer's assets and liabilities, and any gap position resulting from the composition, causes the interest income to vary as interest rates change. In addition, variations in interest rate sensitivity may exist within the re-pricing periods or between the different currencies in which the Issuer holds interest rate positions. A mismatch of interest earning assets and interest-bearing liabilities in any given period may, in the event of changes in interest rates, have a material effect on the financial condition or result

from operations of the Issuer's business. The Issuer might in some cases have limited ability to raise interest rates and margins on loans, without it resulting in increased impairments at the same time.

THE ISSUER'S PERFORMANCE IS SUBJECT TO SUBSTANTIAL COMPETITIVE PRESSURES THAT COULD ADVERSELY AFFECT ITS RESULTS OF OPERATIONS

There is substantial competition for the types of banking and other products and services that the Issuer provides in the regions in which it conducts its business. Such competition is affected by consumer demand, technological changes, and impact of consolidation, regulatory actions and other factors. If the Issuer is unable to provide attractive products and services that are profitable, it may lose market share or incur losses on some or all activities.

THE ISSUER'S LOAN PORTFOLIO IS CONCENTRATED IN CERTAIN INDUSTRIES AND BORROWERS

At year end 2018, the Issuer's loan portfolio was exposed to concentration in certain industry sectors, namely households, real estate commerce and service, the seafood industry and through various industry sectors the tourism industry. The Issuer's financial condition is sensitive to downturn in these industries and the consequent inability of the Issuer's customers to meet their obligations towards the Issuer. Declines in the financial condition of the Issuer's largest borrowers could also materially affect the Issuer's business, financial condition and results of operations.

THE ISSUER IS SUBJECT TO CREDIT RISK AND MAY BE UNABLE TO SUFFICIENTLY ASSESS CREDIT RISK OF POTENTIAL BORROWERS AND MAY PROVIDE ADVANCES TO CUSTOMERS THAT INCREASE CREDIT RISK EXPOSURE

Third parties that owe the Issuer money, securities or other assets may be unable to meet their obligations towards the Issuer. Accurate and comprehensive financial information and other credit information may be limited for certain types of borrowers, for example small enterprises or individuals. In spite of any credit risk determination procedures the Issuer has in place, the Issuer may be unable to evaluate correctly the current financial condition of each prospective borrower to determine their long-term financial viability. Failure to address any risks associated with any borrower may lead to higher risk and could materially affect the Issuer's business.

PRICE FLUCTUATIONS OF FINANCIAL INVESTMENTS IN THE ISSUER'S PORTFOLIO COULD MATERIALLY AFFECT THE ISSUER'S RESULTS OF OPERATIONS AND FINANCIAL CONDITION

The Issuer has an investment portfolio that includes mainly debt securities. A fall in the price of these securities could substantially reduce the value of the Issuer's securities portfolio and the amount of income attributable to trading gains. These securities are measured at their fair value at the end of each financial period and declines in the market value of the portfolio could accordingly materially affect the Issuer's profitability, even if those declines have not been realised through the sale of the relevant securities. Price fluctuations could also materially affect the Issuer's regulatory capital and the capital ratios that the Issuer is required to maintain under applicable law, as unrealised gains or losses for specific types of securities are recognised as equity.

REGULATORY CHANGES OR ENFORCEMENT INITIATIVES COULD MATERIALLY AFFECT THE ISSUER'S BUSINESS

The Issuer is subject to banking and financial services laws and government regulation. Regulatory agencies have broad administrative power over many aspects of the financial services business, which may include liquidity, capital adequacy and permitted investments, ethical issues, money laundering, privacy, record keeping, and marketing and selling practices. Banking and financial services laws, regulations and policies currently governing the Issuer and its subsidiaries may change at any time in ways which may have a material effect on the Issuer's business. Furthermore, the Issuer cannot predict the timing or form of any future regulatory initiatives. Changes in existing banking and financial services laws and regulations may materially affect the way in which the Issuer conducts its business, the products or services it may offer and the value of its assets. If it fails to address, or appears to fail to address, appropriately these changes or initiatives, its reputation could be harmed and it could be subject to additional legal risk, which could, in turn, increase the size and number of claims and damages asserted against it or subject it to enforcement actions, fines and penalties. Regulatory agencies have the power

to bring administrative or judicial proceedings against the Issuer, which could result, among other things, in suspension or revocation of its licenses, cease and desist orders, fines, civil penalties, criminal penalties or other disciplinary action which could materially harm its results of operations and financial condition.

THERE IS OPERATIONAL RISK ASSOCIATED WITH THE ISSUER'S INDUSTRY WHICH, WHEN REALISED, MAY HAVE A MATERIAL IMPACT ON ITS RESULTS

The Issuer, like all financial institutions, is exposed to many types of operational risk, including the risk of fraud or other misconduct by employees or outsiders, unauthorised transactions by employees or operational errors, including clerical or record keeping errors or errors resulting from faulty computer or telecommunications systems. Given the Issuer's high volume of transactions, certain errors may be repeated or compounded before they are discovered and successfully rectified. In addition, its dependence upon automated systems to record and process its transactions may further increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect. The Issuer may also be subject to disruptions of its operating systems, arising from events that are wholly or partially beyond its control (including, for example, computer viruses or electrical or telecommunication outages), which may cause suspension of services to customers and loss to or liability to the Issuer. The Issuer is further exposed to the risk that external vendors may be unable to fulfil their contractual obligations to the Issuer (or will be subject to the same risk of fraud or operational errors by their respective employees as the Issuer), and to the risk that its (or its vendors') business continuity and data security systems prove not to be sufficiently adequate. The Issuer also faces the risk that the design of its controls and procedures prove inadequate, or are circumvented, thereby causing delays in detection of errors in information. The Issuer has implemented an operational risk management framework in accordance with the Operational Risk Policy, approved by the Issuer's Board of Directors. Nevertheless, the Issuer has suffered losses from operational risk in the past and may in the future suffer further losses from operational risk which may be material in amount.

THE ISSUER'S RISK MANAGEMENT METHODS MAY LEAVE THE ISSUER EXPOSED TO UNIDENTIFIED, UNANTICIPATED, OR INCORRECTLY QUANTIFIED RISKS, WHICH WOULD LEAD TO MATERIAL LOSSES OR MATERIAL INCREASES IN LIABILITIES

The Issuer will at all times attempt to properly manage risks. The Issuer's risk management may, however, not at all times be able to protect the Issuer against certain risks, especially risks that have not been identified or anticipated. The risk management methods may not take all risks into account, and it is possible that the methods are incorrect or based on wrong information. Unanticipated or incorrectly quantified risk exposures could materially affect the Issuer's business, financial condition and results of operations.

THE ISSUER IS SUBJECT TO CREDIT AND MARKET RISK

To the extent that any of the instruments and strategies the Issuer uses to hedge or otherwise manage its exposure to market or credit risk are not effective, it may not be able to mitigate effectively its risk exposures in particular market environments or against particular types of risk. The Issuer's trading revenues and interest rate risk depend upon its ability to identify properly, and mark to market, changes in the value of its financial instruments caused by changes in market prices or rates. Its earnings will also depend upon how effectively its critical accounting estimates prove accurate and upon how effectively it determines and assesses the cost of credit and manages its risk concentrations. To the extent its assessments of migrations in credit quality and of risk concentrations, or its assumptions or estimates used in establishing its valuation models for the fair value of its assets and liabilities or for its loan loss reserves, prove inaccurate or not predictive of actual results, it could suffer higher-than anticipated losses.

SYSTEMIC RISK COULD MATERIALLY AFFECT THE ISSUER'S BUSINESS

Concerns about, or a default by, one financial institution could lead to significant liquidity problems, losses or defaults by other financial institutions because the commercial soundness of many financial institutions may be closely related as a result of credit, trading, clearing or other relationships between these institutions. This risk is sometimes referred to as "systemic risk" and may materially affect financial intermediaries, such as clearing

agencies, clearing houses, banks, securities firms and exchanges with which the Issuer interacts on a daily basis, and could materially affect the Issuer.

INCREASES IN THE ISSUER'S LOAN LOSSES OR ALLOWANCES FOR LOAN LOSSES MAY HAVE A MATERIAL EFFECT ON ITS RESULTS

The Issuer's banking businesses establish provisions for loan losses, which are reflected in the provision for credit losses on its income statement, in order to maintain its allowance for loan losses at a level which is deemed to be appropriate by management based upon an assessment of prior loss experience, the volume and type of lending being conducted by each entity, industry standards, past due loans, economic conditions and other factors related to the collectability of the loan portfolio. Although management uses its best efforts to establish the provision for loan losses, that determination is subject to significant judgement, and the Issuer's banking businesses may have to increase or decrease their provisions for loan losses in the future as a result of increases or decreases in non-performing assets or for other reasons. Any increase in the provision for loan losses, any loan losses in excess of the previously determined provisions with respect thereto or changes in the estimate of the risk of loss inherent in the portfolio of non-impaired loans could have a material effect on the Issuer's results of operations and financial condition.

THE ISSUER DEPENDS ON THE ACCURACY AND COMPLETENESS OF INFORMATION ABOUT CUSTOMERS AND COUNTERPARTIES

In deciding whether to extend credit or enter into other transactions with customers and counterparties, the Issuer may rely on information furnished to it by or on behalf of customers and counterparties, including financial statements and other financial information. It may also rely on representations of customers and counterparties as to the accuracy and completeness of that information and, with respect to financial statements, on reports of independent auditors. For example, in deciding whether to extend credit, it may assume that a customer's audited financial statements conform with generally accepted accounting principles and present fairly, in all material respects, the financial condition, results of operations and cash flows of the customer. It may also rely on the audit report covering those financial statements. The Issuer's financial condition and results of operations could be negatively affected by relying on financial statements that do not comply with generally accepted accounting principles or that are materially misleading.

THE ISSUER IS VULNERABLE TO THE FAILURE OF IT SYSTEMS AND BREACHES OF SECURITY SYSTEMS

Any significant interruption, degradation, failure or lack of capacity of the Issuer's IT systems could cause it to fail to complete transactions on a timely basis or at all and materially affect the Issuer.

The secure transmission of confidential information is a critical element of the Issuer's operations. The Issuer cannot guarantee that existing security measures will prevent security breaches, including break-ins, viruses or disruptions. Persons that circumvent the security measures could use the Issuer's or its customers' confidential information wrongfully, which would expose the Issuer to loss, adverse regulatory consequences or litigation.

CATASTROPHIC EVENTS, TERRORIST ATTACKS AND OTHER ACTS OF WAR COULD HAVE A NEGATIVE IMPACT ON THE ISSUER'S BUSINESS AND RESULTS

Catastrophic events, terrorist attacks, other acts of war or hostility, and responses to those acts may create economic and political uncertainties, which could have a negative impact on economic conditions in the regions in which the Issuer operates and, more specifically, on the Issuer's business and results in ways that cannot be predicted.

THE ISSUER'S INSURANCE COVERAGE MAY NOT ADEQUATELY COVER LOSSES RESULTING FROM THE RISKS FOR WHICH IT IS INSURED

The Issuer maintains customary insurance policies for the Issuer's operations, including insurance for liquid assets, money transport and directors' and officers' liability. Due to the nature of the Issuer's operations and the nature of the risks that the Issuer faces, there can be no assurance that the coverage that the Issuer maintains is adequate.

THE ISSUER IS SUBJECT TO LEGAL RISK WHICH MAY HAVE A MATERIAL IMPACT ON ITS RESULTS

It is inherently difficult to predict the outcome of possible litigation, regulatory proceedings and other adversarial proceedings involving the Issuer's businesses, particularly cases in which the matters may be brought on behalf of various classes of claimants, seeking damages of unspecified or indeterminate amounts or involving novel legal claims. In presenting the Issuer's consolidated financial statements, its management makes estimates regarding the outcome of legal, regulatory and arbitration matters and takes a charge to income when losses with respect to such matters are deemed probable and can be reasonably estimated. Estimates, by their nature, are based on judgement and currently available information and involve a variety of factors, including but not limited to the type and nature of the litigation, claim or proceeding, the progress of the matter, the advice of legal counsel and other advisers, possible defences and previous experience in similar cases or proceedings. Changes in these estimates may have a material effect on the Issuer's results.

FOLLOWING IS A LIST OF PENDING OR THREATENED PROCEEDINGS AGAINST THE ISSUER WHICH MIGHT HAVE SIGNIFICANT EFFECTS ON THE ISSUER'S FINANCIAL POSITION OR PROFITABILITY IF NOT RULED IN FAVOUR OF THE ISSUER.

CONTINGENT LIABILITY BORGUN COURT CASE

In late 2014, Landsbankinn hf. (Landsbankinn) sold its 31.2 per cent. stake in Borgun hf. (Borgun), a payment acquirer and issuing processor and a subsidiary of the Issuer. Since early 2016 Landsbankinn has been criticised (among others by the Icelandic National Audit Office) for not having foreseen in the process of the sale that Borgun was entitled to proceeds from the Visa Inc. takeover of Visa Europe Ltd. Landsbankinn's response to the criticism was that Borgun's management had not released information on all factors that could affect the value of Borgun during the sale process. Landsbankinn filed a lawsuit on 12 January 2017, claiming damages for having been deprived of the true value of Borgun's stake in Visa Europe Ltd. Landsbankinn asked the Supreme Court to affirm the joint liability of Borgun, BPS ehf., Eignarhaldsfélagið Borgun slf. and Mr. Haukur Oddsson, former CEO of Borgun. The defendants have denied liability. Landsbankinn's estimate of the lost profit is approximately ISK 1,930 million. The Issuer has not recognised a provision against a possible loss in relation to this matter.

RISK FACTORS RELATING TO THE BONDS

THE BONDS MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS

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

- i. have sufficient knowledge and experience to make a meaningful evaluation of the relevant Bonds, the merits and risks of investing in the relevant Bonds and as may be amended by any applicable supplements to this Base Prospectus;
- ii. have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Bonds and the impact such investment will have on its overall investment portfolio;
- iii. have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including Bonds with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the currency in which such potential investor's financial activities are principally denominated;
- iv. understand thoroughly the terms of the relevant Bonds and be familiar with the behaviour of any relevant indices and financial markets; and
- v. be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic development, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Bonds are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to the investor's overall portfolio. A potential investor should not invest in Bonds which are complex financial instruments unless he has the expertise (either alone or with the assistance of a financial adviser) to evaluate how the Bonds will perform under changing conditions, the resulting effects on the value of such Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

THE ISSUER IS LIABLE TO MAKE PAYMENTS WHEN DUE ON THE BONDS

The Issuer is liable to make payments when due on the Bonds. The obligations of the Issuer under the Bonds are direct, unsecured, unconditional and unsubordinated obligations, ranking *pari passu* without any preference amongst themselves and equally with its other obligations of the Issuer that have been provided the same priority as debt instruments.

BONDS ISSUED UNDER THE PROGRAMME

Bonds issued under the Programme will either be fungible with an existing Series of Bonds or have different terms to an existing Series of Bonds (in which case they will constitute a new Series). All Bonds issued from time to time will rank *pari passu* with each other.

BONDS SUBJECT TO OPTIONAL REDEMPTION BY THE ISSUER

An optional redemption feature is likely to limit the market value of Bonds. During any period when the Issuer may elect to redeem Bonds, the market value of such Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem Bonds when its cost of borrowing is lower than the interest rate on the Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

OBLIGATIONS UNDER THE BONDS

The Bonds will constitute obligations of the Issuer. An investment in the Bonds involves a reliance on the creditworthiness of the Issuer. The Bonds are not guaranteed by any third party. In addition, an investment in the Bonds involves the risk that subsequent changes in the actual or perceived creditworthiness of the Issuer may adversely affect the market value of the Bonds.

The Bonds will not represent an obligation or be the responsibility of any other party to the Programme, their officers, members, directors, employees, security holders or incorporators, other than the Issuer. The Issuer will be liable solely in its corporate capacity for its obligations in respect of the Bonds and such obligations will not be the obligations of their respective officers, members, directors, employees, security holders or incorporators.

ABSENCE OF SECONDARY MARKET

While the bonds have been traded to some extent on the secondary market, there can be no assurance that an active and liquid secondary market for the Bonds will continue for the life of the Bonds or it may not provide Bond holders with liquidity of investment with the result that a Bondholder may not be able to find a buyer to buy its Bonds readily or at prices that will enable the Bond holder to realise a desired yield.

GENERAL RISK FACTORS

EU SAVINGS DIRECTIVE

Under the European Council Directive 2003/48/EC on the taxation of savings income, Member States are required, from 1 July 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland) with effect from the same date. Iceland is neither a Member State nor has it agreed to adopt similar measures.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of tax were to be withheld from that payment, the Issuer or any other person would be obliged to pay additional amounts with respect to any Bond as a result of the imposition of such withholding tax.

CHANGES OF LAW

The terms and conditions of the Bonds, in case of CSD System Bonds, are based on Icelandic law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to Icelandic law or administrative practice after the date of this Base Prospectus.

EXCHANGE RATE RISKS

The Issuer will pay principal and interest on the Bonds in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency). An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease

- i. the Investor's Currency-equivalent yield on the Bonds;
- ii. the Investor's Currency-equivalent value of the principal payable on the Bonds; and
- iii. the Investor's Currency-equivalent market value of the Bonds.

INTEREST RATE RISKS

Investment in Fixed Rate Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Bonds.

INFLATION RISK

The payments and the principal of Bonds issued under the programme may or may not be indexed to the Consumer Price Index ("CPI"). Investment in indexed linked Bonds involves the risk that subsequent changes in the CPI may adversely affect the value of the index linked Bonds.

LIQUIDITY RISK

The Issuer faces liquidity risk. This includes the risk of not having liquidity to meet coupon payments of the Bonds as well as the risk of not being able to refinance the principal of the Bonds at maturity.

GENERAL LEGAL INVESTMENT CONSIDERATIONS

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

STATEMENTS

ISSUER'S AND ARRANGER'S STATEMENT

The Chief Executive Officer and the Board of Directors of Íslandsbanki hf. ID number 491008-0160, registered office being Hagasmári 3, 201 Kópavogur, Iceland, on behalf of the Issuer, hereby declare that having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. Furthermore, The Chief Executive Officer and the Board of Directors of the Issuer hereby declare that Íslandsbanki has managed the Bonds admission to trading on a regulated market cf. Article 52 of the Act on Securities Transactions.

Reykjavík, Iceland, 2 April 2019

Birna Einarsdóttir
Chief Executive Officer
Icelandic ID No. 130761-3729



On behalf of Íslandsbanki hf. Board of Directors



Friðrik Sophusson
Chairman of the Board of Directors
Icelandic ID No. 181043-4669

INDEPENDENT ASSURANCE REPORT ON THE SELECTED CONSOLIDATED FINANCIAL INFORMATION FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2017 AND 31 DECEMBER 2018

The auditor of the Issuer for the years 2017 and 2018 was Ernst & Young ehf. registration number 520902-2010. The registered office of the auditor is at Borgartún 30, 105 Reykjavík.

Management's and the Board of Directors responsibilities for the consolidated financial information

Management and the Board of Directors are responsible for the correct extraction of the consolidated financial information on pages 68-70 from the consolidated financial statements for the financial years 2017 and 2018.

To the Board of Directors of Íslandsbanki hf.

We have audited the consolidated financial statements for the financial years 2017 and 2018 presented and published by Management and the Board of Directors of Íslandsbanki hf. from which the consolidated financial information on pages 68-70 have been extracted. We conducted our audit of the consolidated financial statements in accordance with International Standards on Auditing. Our independent audit opinion on the consolidated financial statements 2017 and 2018 for Íslandsbanki hf. can be found on the website: <https://www.islandsbanki.is/en/landing/about/investor-relations>.

The firm applies International Standard on Quality Control 1 and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

We have complied with the independence and other ethical requirements of the Icelandic Law on Auditors and other ethical requirements from the Code of Ethics for Professional Accountants issued by the International

Ethics Standards Board for Accountants, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

Our responsibility is based on our work to express a conclusion on the extraction of the financial information from the published consolidated financial statements.

We did not carry out any additional audit procedures after sign-off of the consolidated financial statements for 2018 on 13 February 2019.

Basis of conclusion

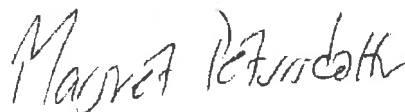
We have planned and performed our work in accordance with the ISAE 3000 "Assurance Engagements Other Than Audits or Reviews of Historical Financial Information" to obtain reasonable assurance that the financial information on pages 68-70 are, in all material respects, in accordance with the published consolidated financial statements from which they have been extracted.

Our work primarily consisted of comparing the financial information presented on pages 68-70 to financial information in the consolidated financial statements for 2017 and 2018.

Conclusion

Our conclusion is that the consolidated financial information presented on pages 68-70, in all material respects, in accordance with the published consolidated financial statements for the financial years 2017 and 2018 from which they have been extracted.

Reykjavík, Iceland, 2 April 2019
On behalf of Ernst & Young ehf



THIRD PARTY INFORMATION

This Base Prospectus is not based on the statements of external specialists or another third party other than publicly available information published by governmental entities. In such instances the information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain no facts have been omitted which would render the reproduced information inaccurate or misleading.

NOTICE TO INVESTORS

This document constitutes a base prospectus for the purposes of Article 5 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (“the Prospectus Directive”) and Article 45 of the Act on Securities Transactions No. 108/2007 and relevant regulations thereto.

The Base Prospectus is not being distributed in, and must not be mailed or otherwise distributed or sent in or into, any country in which distribution would require any additional registration measures or other measures to be taken, other than as applicable under Icelandic law and regulations, or would be in conflict with any law or regulation in such country. The Base Prospectus may be passported in accordance with the provisions of the Prospectus Directive into other jurisdictions within the European Economic Area.

The admission to trading will proceed pursuant to Icelandic law and regulations. Financial Supervisory Authority, Iceland has scrutinised and approved this Base Prospectus, which is published in English only.

This Base Prospectus has been prepared to provide clear and thorough information on the consolidated company Íslandsbanki hf. Investors are encouraged to acquaint themselves thoroughly with this Base Prospectus. They are advised to pay particular attention to the Risk Factors. This Base Prospectus should by no means be viewed or construed as a promise by the Issuer or other parties of future success either in operations or return on investments. Investors are reminded that investing in securities entails risk, as the decision to invest is based on expectations and not promises. Investors must rely primarily on their own judgement regarding any decision to invest in the Issuer’s securities, bearing in mind *inter alia* the business environment in which it operates, anticipated profits, external conditions and the risk inherent in the investment itself. Prospective investors are advised to contact experts, such as licensed financial institutions, to assist them in their assessment of the securities issued by the Issuer as an investment option. Investors are advised to consider their legal status, including taxation issues that may concern the purchase or sale of the Issuer’s securities and seek external and independent advice in that respect.

Notwithstanding a special statement to the contrary references to any laws, acts or regulations are references to acts passed by the Icelandic parliament and regulations issued by Icelandic governmental agencies unless otherwise clear from the context.

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Bonds issued under the Programme.

[Date]

ÍSLANDBANKI HF.

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Bonds]
under the ISK 100,000,000,000**

Bond Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Bonds (the **Terms and Conditions**) set forth in the Base Prospectus dated 2 April 2019. This document constitutes the Final Terms of the Bonds described herein for the purposes of Article 5(4) of the Prospectus Directive and Article 45 of Act on Securities Transactions and must be read in conjunction with the Base Prospectus and any supplements if applicable which constitute a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer and the offer of the Bonds is only available on the basis of the combination of these Final Terms, the Base Prospectus and any supplements, if applicable. Copies of said Base Prospectus and any supplements, if applicable, are available for viewing on the Issuer's webpage, <https://www.islandsbanki.is/en/landing/about/investor-relations> and at the office of the Issuer at Hagasmári 3, 201 Kópavogur, Iceland.

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

[When 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 and Article 46 of Act on Securities Transactions.]

- | | |
|---|---|
| 1. Issuer: | Íslandsbanki hf. |
| 2. | |
| i. Series Number: | [] |
| ii. Tranche Number: | [] |
| | <i>(If fungible with an existing Series, details of that Series, including the date on which the Bonds become fungible)</i> |
| iii. Ticker: | [] |
| 3. Specified Currency or Currencies: | [] |
| 4. Aggregate Nominal Amount: | |
| I. Series: | [] |
| II. Tranche: | [] |

5. **Issue Price:** [] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]
6. **Specified Denominations:** []
- 7.
- i. **Issue Date:** []
- ii. **Interest Commencement Date:** []
- 8.
- i. **Maturity Date:** *[Fixed rate – specify date/Floating rate – Interest Payment Date falling in or nearest to [specify month and year]]*
- 9.
- i. **Interest Basis to Maturity Date:** [Inflation Linked Interest]
 [[] per cent. Fixed Rate]
 [[LIBOR/EURIBOR/REIBOR] +/- [] per cent. Floating Rate]
 [Zero Coupon]
[specify other]
(further particulars specified below)
10. **Redemption/Payment Basis:** [Annuity]
 [Redemption at par]
 [Equal principal payments]
 [Instalment]
[specify other]
- i. **Payment Basis:** []
- ii. **Instalment Amounts:** []
- iii. **Instalment Dates:** []
11. **Change of Interest Basis or Redemption/Payment Basis:** *[Specify details of any provision for change of Bonds into another Interest Basis or Redemption/Payment Basis]*
12. **Call Option:** [Issuer Call/ Not Applicable]
[(further particulars specified below)]
13. **Status of the Bonds:** Senior.

14. Approval for issuance of the Bonds:

[Date of [Board] approval for [Date/ Not Applicable] (N.B. Only relevant where Board (or similar) authorisation is required for the particular Tranche of Bonds) issuance of Bonds obtained]:

15. Method of distribution:

[Syndicated/Non-syndicated]

PROVISIONS RELATING TO INFLATION LINKED ANNUITY BONDS

16. Inflation Linked Annuity Bonds:

[Applicable/Not Applicable]

(if not applicable, delete the remaining subparagraphs of this paragraph)

- i. Rate(s) of Interest to Maturity Date: [] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- ii. Number of Interest Payment Dates: []
- iii. Interest Payment Date(s): [The [] day in the months of [] and [] in each year up to and including the Maturity Date]. First Interest Payment Date being [].
- iv. Day Count Fraction: [30/360] [specify other]
- v. Principal Repayment(s): An amount calculated by the Issuer on each Interest Payment Date by multiplying the nominal amount on the Issue Date with the Index Ratio and with the factor A, which is calculated according to the following formula:

$$A = \frac{r * (1 + r)^{k-1}}{(1 + r)^n - 1}$$

Where

A = Principal repayment factor

$$r = \frac{c}{f}$$

c = The rate of interest of the relevant bond

f = The number of interest payments per year

n = Number of Interest Payment Dates

k = the number of payments that have already been made (k=0 on the Issue Date, k=1 on the first Interest Payment Date, k=n on the last Interest Payment Date, etc.)

vi. Interest Payment(s):

Interest is calculated on each Interest Payment date as the nominal amount on the Issue Date multiplied with the Index Ratio and with the factor I, which is calculated according to the following formula:

$$I_k = \frac{r * [(1+r)^n - (1+r)^{k-1}]}{(1+r)^n - 1}$$

Where

I_k = Interest repayment factor for period k

$$r = \frac{c}{f}$$

c = The rate of interest of the relevant bond

f = The number of interest payments per year

n = Number of Interest Payment Dates

k = the number of payments that have already been made (k=0 on the Issue Date, k=1 on the first Interest Payment Date, k=n on the last Interest Payment Date, etc.)

vii. Payment(s):

On each Interest Payment Date the sum of the relevant Principal Repayment and the Interest Payment.

viii. Calculation Agent: [Issuer] [specify other]

ix. Index Ratio: The value of the Index Ratio (**IR**) on the relevant Interest Payment Date shall be the value of the Reference Index (**RI**) applicable to the relevant Interest Payment Date divided by the value of the Base Index (**BI**) as calculated by the Issuer:

$$IR = \frac{RI_t}{BI}$$

where:

Reference Index or RI_t means on each Interest Payment Date:

For each day in the calendar month and number RI rounded to 5 decimals:

$$RI = CP_{t-2} + \left[\frac{d-1}{D} * (CP_{t-1} - CP_{t-2}) \right]$$

where:

CP_{t-1} = CPI value for the first day of the preceding calendar month

CP_{t-2} = CPI value for the first day of the calendar month 2 months earlier

d = the relevant calendar date

D = number of calendar days in the relevant calendar month

Provided that if the Reference Index is lower than the Base Index, the Reference Index shall equal the Base Index.

And

Base Index means [to be inserted], being the value of the CPI on [to be inserted].

If at any time a new index is substituted for the CPI, as of the calendar month from and including that in which such substitution takes effect:

(i) the Reference Index shall be deemed to refer to the new index; and

(ii) the new Base Index shall be the product of the existing Base Index and the Reference Index immediately following such substitution, divided by the Reference Index immediately prior to such substitution.

PROVISIONS RELATING TO INFLATION LINKED EQUAL

PRINCIPAL PAYMENT BONDS

17. Inflation Linked Equal Principal Payment

Bonds:

[Applicable/Not Applicable]

(if not applicable, delete the remaining subparagraphs of this paragraph)

- i. Rate(s) of Interest to Maturity Date: [] per cent. per annum payable annually in arrears

- ii. Number of Interest Payment Dates: [number of dates]
- iii. Interest Payment Date(s): [The [] day in [month] up to and including the Maturity Date]
- iv. Number of Principal Payment Dates: [Number of Interest Payment Dates/1]
- v. Principal Payment Date(s): [On each Interest Payment Date/Maturity Date]
- vi. Day Count Fraction: [Act/Act] *[specify other]*
- vii. Principal Repayment(s): An amount calculated by the Issuer on each Principal Payment Date by multiplying the Principal Amount Outstanding on the Issue Date with the Index Ratio and dividing with the number of principal Payment Dates.
- viii. Interest Payment(s): Interest is calculated on each Interest Payment date as the Principal Amount Outstanding on each Interest Payment Date multiplied with the Rate of Interest and, the appropriate Day Count Fraction.
- ix. Payments(s): On each Interest Payment Date the sum of the relevant Principal Repayment and the Interest Payment.
- x. Calculation Agent: [Issuer] *[specify other]*
- xi. Principal Amount Outstanding: On the relevant Interest Payment Date, the Principal Amount Outstanding is calculated based on the following formula:

$$PAO_t = (PAO_{t-1} - PR_{t-1}) \frac{IR_t}{IR_{t-1}}$$

where:

PAO_t means the Principal Amount Outstanding on the relevant Interest Payment Date.

PAO_{t-1} means the Principal Amount Outstanding on the preceding Interest Payment Date.

PR_{t-1} means the Principal Repayment on the preceding Interest Payment Date.

IR_t means the Index Ratio on the relevant Interest Payment Date.

IR_{t-1} means the Index Ratio on the preceding Interest Payment Date (Issue Date for the first Interest Payment Date).

xii. Index Ratio:

The value of the Index Ratio (**IR**) on the relevant Interest Payment Date shall be the value of the Reference Index (**RI**) applicable to the relevant Interest Payment Date divided by the value of the Base Index (**BI**) as calculated by the Issuer:

$$IR = \frac{RI_t}{BI}$$

where:

Reference Index or **RI_t** means on each Interest Payment Date:

For each day in the calendar month and number RI rounded to 5 decimals:

$$RI = CP_{t-2} + \left[\frac{d-1}{D} * (CP_{t-1} - CP_{t-2}) \right]$$

where:

CP_{t-1} = CPI value for the first day of the preceding calendar month

CP_{t-2} = CPI value for the first day of the calendar month 2 months earlier

d = the relevant calendar date

D = number of calendar days in the relevant calendar month

Provided that if the Reference Index is lower than the Base Index, the Reference Index shall equal the Base Index.

And

Base Index means [to be inserted], being the value of the CPI on [to be inserted].

If at any time a new index is substituted for the CPI, as of the calendar month from and including that in which such substitution takes effect:

- i. the Reference Index shall be deemed to refer to the new index; and
- ii. the new Base Index shall be the product of the existing Base Index and the Reference Index immediately following such substitution, divided by the Reference Index immediately prior to such substitution.

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

18. Fixed Rate Bond Provisions:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

i. Rate(s) of Interest to Maturity Date: [] per cent. per annum [payable [annually/semi-annually/quarterly] in arrear]

ii. Interest Payment Date(s): [[] in each year up to and including the Maturity Date]/ [specify other]

(N.B. This will need to be amended in the case of long or short coupons)

iii. Day Count Fraction: [Actual/Actual (ISMA)/[specify other]]

iv. Other terms relating to the method of calculating interest for Fixed Rate Bonds: [None/Give details]

19. Floating Rate Bond Provisions:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- i. Specified Period(s)/Specified Interest Payment Dates: []
- ii. Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[specify other]]
- iii. Additional Business Centre(s): [Specify/None]
- iv. Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/specify other]
- v. Party responsible for calculating the Rate of Interest and Interest Amount: [Issuer/Other]
- vi. Screen Rate Determination:
 - Reference Rate: []
(Either LIBOR, EURIBOR, REIBOR or other, although additional information is required if other)
 - Interest Determination Date(s): []
(Second London Business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR) and second Reykjavík Business Day of each interest period if REIBOR
 - Relevant Screen Page: []
(In the case of EURIBOR, if not Telerate Page 248 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)

- vii. ISDA Determination:
- Floating Rate Option:
 - Designated Maturity:
 - Reset Date:
- viii. Margin(s) to Maturity Date: +/- per cent. per annum
- ix. Minimum Rate of Interest: per cent. per annum/Not Applicable]
- x. Maximum Rate of Interest: per cent. per annum/Not Applicable]
- xi. Day Count Fraction: Actual/Actual
 Actual/365
 Actual/365 (Fixed)
 Actual/365 (Sterling)
 Actual/360
 30/360
 30E/360
 Other]
- (See Condition 5.6 for alternatives)
- xii. Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Bonds, if different from those set out in the Terms and Conditions:

20. Zero Coupon Bond Provisions:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- i. Accrual Yield: [] per cent. per annum
- ii. Reference Price: []
- iii. Any other formula/basis of determining amount payable: []
- iv. Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7.6.b) and 7.10 apply/specify other]

PROVISIONS RELATING TO REDEMPTION

21. Issuer Call:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(N.B. For Inflation Linked Annuity Bonds and Inflation Linked Equal Principal Payment Bonds, select "Applicable")

- i. Optional Redemption Date(s): []
(N.B. For Inflation Linked Annuity Bonds and Inflation Linked Equal Principal Payment Bonds, select "Each Interest Payment Date")
- ii. Optional Redemption Amount of each Bond and method, if any, of calculation of such amount(s): [[] per Bond of [] Specified Denomination] [*specify formula*] [Condition 7.6 (a) applies]

(N.B. For Inflation Linked Annuity Bonds and Inflation Linked Equal Principal Payment Bonds, select "Condition 7.6 a) applies")
- iii. Early Redemption Amount: [*As set out in Condition 7.6*]
- iv. If redeemable in part:
- v. Minimum Redemption Amount: []
- vi. Maximum Redemption Amount: []
- vii. Notice period (if other than as set out in the Terms and Conditions): []

(N.B. If setting notice periods which are different to those provided in the Terms and Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply)

22. Final Redemption Amount of each Bond:

[] per Bond of [] Specified Denomination/specify other/see Appendix] [Not Applicable]

(N.B. For Inflation Linked Annuity Bonds and Inflation Linked Equal Principal Payment Bonds, select "Not Applicable")

(N.B. In relation to any issue of Bonds which are expressed at paragraph 6 above to have a minimum denomination and tradable amounts above such minimum denomination which are smaller than it the following wording should be added: "For the avoidance of doubt, in the case of a holding of Bonds in an integral multiple of [] in excess of [] as envisaged in paragraph 6 above, such holding will be redeemed at its nominal amount".)

GENERAL PROVISIONS APPLICABLE TO THE BONDS

- 23. New Global Bond:** [Yes/No]
- 24. Form of Bonds:** [VS System Bonds]
- [Temporary Bearer Global Bond exchangeable for a Permanent Bearer Global Bond which is exchangeable for definitive Bonds [on 60 days' notice given at any time/only after an Exchange Event]
- [Temporary Bearer Global Bond exchangeable for definitive Bonds on and after the Exchange Date]
- [Permanent Bearer Global Bond exchangeable for definitive Bonds [on 60 days' notice given at any time/only after an Exchange Event]]¹
- [Registered Bond]
- 25. Additional Financial Centre(s) or other special provisions relating to Payment Days:** [Not Applicable/*give details*]
- (Note that this item relates to the place of payment and not Interest Period end dates)*
- 26. Talons for future Coupons or Receipts to be attached to definitive Bonds (and dates on which such Talons mature):** [Yes/No. *(if yes, give details)*]

¹ The option to exchange a Temporary or Permanent Global Bond for a Definitive Bond on 60 days' written notice which may be given at any time will only be available to Bondholders where (a) drawdowns are issued in denominations that are a multiple of the minimum denomination traded by Euroclear and Clearstream, Luxembourg or (b) in circumstances where the Bondholder's share is an integral of the minimum denomination traded by Euroclear and Clearstream, Luxembourg.

27. Details relating to Partly Paid Bonds: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Bonds and interest due on late payment:

[Not Applicable/give details. N.B. a new form of Temporary Global Bond and/or Permanent Global Bond may be required for Partly Paid issues]

28. Details relating to Instalment Bonds:

- i. Instalment Amount(s): [Not Applicable/give details]
- ii. Instalment Date(s): [Not Applicable/give details]

29. Redenomination applicable:

Redenomination [not] applicable

(if Redenomination is applicable, specify the applicable Day Count Fraction and any provisions necessary to deal with floating rate interest calculation (including alternative reference rates))

30. Other final terms:

[Not Applicable/give details]

(When adding any other final terms consideration should be given as to whether such terms constitute "significant new factors" and consequently trigger the need for supplements to the Base Prospectus under Article 16 of the Prospectus Directive and Article 46 of Act on Securities Transactions.)

DISTRIBUTION

31.

- i. If syndicated, names of Managers : [Not Applicable/give names]
- ii. Stabilising Manager (if any): [Not applicable/give name]

32. If non-syndicated, name of relevant Dealer: []

33. Additional selling restrictions: [Not Applicable/give details]

[LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required to list and have admitted to trading, the issue of Bonds described herein pursuant to the ISK 100,000,000,000 Bond Programme of Íslandsbanki hf.]

RESPONSIBILITY

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

Signed on behalf of the Issuer:

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING

- i. Listing: [NASDAQ Iceland/other (*specify*)/None]
- ii. Admission to trading: [Application has been made for the Bonds to be admitted to trading on [] [with effect from []].] [Not Applicable.]

2. RATING

[Not Applicable/The Bonds to be issued have been rated:

[S & P: [•]]

[Moody's: [•]]

[Fitch: [•]]

[Other: [•]]

[*Need to include here a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*]

[*The above disclosure should reflect the rating allocated to Bonds of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.*]

3. NOTIFICATION

[The [*name of competent authority in home Member State*] [has been requested to provide/has provided – *include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues*] the [*names of competent authorities of host Member States*] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive. / Not Applicable]

4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealer/Advisor], so far as the Issuer is aware, no person involved in the issue of the Bonds has an interest material to the issue. – *Amend as appropriate if there are other interests*]

5. USE OF PROCEEDS, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- I. Use of proceeds: [For general funding purposes of the Issuer]
- II. Estimated net proceeds: []
- III. Estimated total expenses: []

6. YIELD (*Fixed Rate Bonds only*)

Indication of yield: []

[Calculated as on the Issue Date.

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

7. HISTORIC INTEREST RATES (*Floating Rate Bonds Only*)

Details of historic [LIBOR/EURIBOR/REIBOR/other] rates can be obtained from [Telerate].

8. PERFORMANCE OF CPI, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING (*Inflation Linked Annuity Bonds and Inflation Linked Equal Principal Payment Bonds Only*)

The general cash-flow of the Bonds is determined in real terms on the Issue Date. The nominal value of each future payment depends on the development of the CPI as demonstrated by the formula in paragraph 16 and 17 of Part A of this Final Terms.

Information about the CPI can be obtained from the website of Statistics of Iceland, <https://www.statice.is/statistics/economy/prices/consumer-price-index/>.

9. OPERATIONAL INFORMATION

- i. ISIN Code: []
- II. Common Code: []
- III. Any clearing system(s) other than Euroclear Bank S.A./N.V. or Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- IV. Delivery: Delivery [against/free of] payment
- V. Names and addresses of additional Paying Agent(s) (if any): []
- VI. Intended to be held in a manner which would allow Eurosystem eligibility: [Yes][No].
[Note that the designation “yes” simply means that the Bonds are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.][include this text if “yes” selected in which case the Bonds must be issued in NGN form]

TERMS AND CONDITIONS OF THE BONDS

The following are the Terms and Conditions of the Bonds which will be incorporated by reference into each Bond (as defined below). The applicable Final Terms in relation to any Tranche of Bonds may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Bonds. Reference should be made to "Form of the Bonds" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Bonds.

This Bond is one of a Series (as defined below) of Bonds issued by Íslandsbanki hf. (the **Issuer**).

Interest bearing Bonds: Interest bearing definitive Bearer Bonds have interest coupons (**Coupons**) and, if specified in the applicable Final Terms, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Bonds repayable in instalments have receipts (**Receipts**) for the payment of the instalments of principal (other than the final instalment) attached on issue.

Final Terms: The final terms for this Bond (or the relevant provisions thereof) are set out in Part A of the Final Terms which are (except in the case of VS System Bonds) attached to or endorsed on this Bond. The Final Terms (or such relevant provisions thereof) must be read in conjunction with these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Terms and Conditions, replace or modify the Terms and Conditions for the purposes of this Bond. References to **the applicable Final Terms** are to Part A of the Final Terms (or the relevant provisions thereof).

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

Copies of the applicable Final Terms are available for viewing at the office of the Issuer at Hagasmári 3, 201 Kópavogur, Iceland and on the Issuer's website: <https://www.islandsbanki.is/en/landing/about/investor-relations>. Copies may be obtained from the Issuer.

Except where the context otherwise requires, capitalised terms used and not otherwise defined in these Terms and Conditions (including the preceding paragraphs) shall bear the meanings given to them in the applicable Final Terms.

1 DEFINITIONS

Interpretation: In these Conditions:

- 1.1 Bonds and Bondholder shall be deemed to include references to Coupons and Coupon-holders, respectively, where relevant;
- 1.2 If Talons are specified in the relevant Final Terms as being attached to the Bonds at the time of issue, references to Coupons shall be deemed to include references to Talons;
- 1.3 If Talons are not specified in the relevant Final Terms as being attached to the Bonds at the time of issue, references to Talons are not applicable;
- 1.4 Any reference to principal shall be deemed to include Final Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 8 (Taxation), any premium payable in respect of a Bond and any other amount in the nature of principal payable pursuant to these Conditions;
- 1.5 Any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 8 (Taxation) and any other amount in the nature of interest payable pursuant to these Conditions;

- 1.6 If an expression is stated in Condition 1 (Definitions) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to Bonds;
- 1.7 VS System Bonds are in dematerialised form, and any references in these Terms and Conditions to Coupons and Talons shall not apply to VS System Bonds and no global or definitive Bonds will be issued in respect thereof; and
- 1.8 If the Bonds are Zero Coupon Bonds, references to Coupons and Couponholders are not applicable.

Accrual Period	In accordance with Condition 5.6(c)(i), the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date
Accrual Yield	In relation to a Zero Coupon Bond, the meaning given in the applicable Final Terms
Act on Contracts	The Icelandic Act on Contracts, Agency and Void Legal Instruments No. 7/1936, which came into effect 1 February 1936, as amended (<i>Icelandic: Lög um samninga, umboð og ógilda löggæringa nr. 7/1936</i>)
Act on Interest and Price Indexation	The Icelandic Act on Interest and Price Indexation No. 38/2001, which came into effect 1 July 2001, as amended (<i>Icelandic: Lög um vexti og verðtryggingu nr. 38/2001</i>)
Act on Financial Undertakings	The Icelandic Act on Financial Undertakings No. 161/2002 which came into effect 1 January 2003, as amended (<i>Icelandic: Lög um fjármála fyrirtæki nr. 161/2002</i>)
Act on Securities Transactions	The Icelandic Act on Securities Transactions No. 108/2007 which came into effect 1 November 2007, as amended (<i>Icelandic: Lög um verðbréfavíðskipti 108/2007</i>)
Additional Business Centre	The meaning (if any) given in the applicable Final Terms
Additional Financial Centre	The meaning (if any) given in the applicable Final Terms
Amortised Face Amount	The meaning given in Condition 7.6(b)
Agency Agreement	Shall mean the agency agreement to be entered into between the Issuer, Fiscal Agent and other agents.
Annuity Amount	The meaning given in Condition 6.1(a)
Annuity Bonds	Bonds which will be redeemed in Annuity Amounts (subject to adjustment for indexation in accordance with the provisions specified in the applicable Final Terms) on one or more Interest Payment Dates as specified in the applicable Final Terms

Bankruptcy Act	The Icelandic Act on Bankruptcy etc., No. 21/1991 which came into effect 1 July 1992, as amended (<i>Icelandic: lög um gjaldprotaskipti o.fl. nr. 21/1991</i>)
Bearer Bond	Means Bonds issued in bearer form
Business Day	As defined in Condition 5.6(a)
Business Day Convention	<i>In respect of a Tranche of Bonds and either the Specified Periods or the Interest Payments Dates, the business day convention specified in the applicable Final Terms and determined in accordance with conditions 5.6(b)</i>
Calculation Agent	The meaning (if any) given in the applicable Final Terms
Clearstream, Luxembourg	Clearstream Banking, société anonyme, 42 Avenue JF Kennedy L-1855, Luxembourg, or its successors
Common Depository	The common depository for Euroclear and Clearstream, Luxembourg
CPI	The consumer price indexation, as calculated by Statistics Iceland in accordance with the Act on Price Indexation No. 12/1995 (<i>Icelandic: Lög um vísitölu neysluverðs nr. 12/1995</i>) and published monthly in the Legal Gazette (<i>Icelandic: Lögbirtingablaðið</i>) in Iceland
Couponholders	The holders of the Coupons (which expression shall, unless the context otherwise requires, include the holders of the Talon)
Coupons	Interest coupons in respect of definitive Bonds
CSD	Nasdaq CSD Iceland, with its registered office at Laugavegur 182, 105 Reykjavík, Iceland.
CSD System Account Manager	Íslandsbanki hf. in its capacity as CSD system account manager and/or any other agent appointed by the Issuer from time to time in relation to the CSD System Bonds.
CSD System Bonds	Shall mean Bonds issued in a dematerialised, uncertified book entry form cleared through CSD.
Member States	A state which is a party to the Agreement on the European Economic Area or the European Free Trade Association Treaty, or the Faroe Islands
Bond	The Bonds issued or to be issued by the Issuer under the Programme
Bondholders	The holders for the time being of the Bonds
Bond Legislation	Act on Securities Transactions, any relevant executive orders and appurtenant regulations as may be supplemented, amended,

	modified or varied from time to time (as well as any judicial decisions and administrative pronouncements, all of which are subject to change, including with retroactive effect),
Dealer	Any dealer appointed by the Issuer (if any)
Designated Maturity	The meaning given in the ISDA Definitions
Determination Date	The meaning given in the applicable Final Terms
Determination Period	The meaning given in condition 5.6(d)
Directors	The directors for the time being of the Issuer as defined in the Icelandic Act No. 2/1995, on Limited Liability Companies (<i>Icelandic: lög um hlutafélag nr. 2/1995</i>)
Distribution Compliance Period	The period that ends 40 days after completion of the distribution of each Tranche of Bonds, as certified by the relevant Dealer
Early Redemption Amount	The amount calculated in accordance with Condition 7.6
Equal Payment Amount	The meaning given in Condition 6.1(b)
Established Rate	Means the rate for the conversion of the Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Community regulations) into other Specified Currency
EU	The European Union
EURIBOR	Euro-zone inter-bank offered rate
Euroclear	Euroclear Bank S.A./N.V., 1, Boulevard du Roi Albert II B - 1210 Brussels, or its successor
Final Redemption Amount	The meaning given in the applicable Final Terms
Final Terms	Each Tranche will be the subject to the Final Terms which, for the purposes of that Tranche only, completes the Terms and Conditions of the Bonds and this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Bonds are the Terms and Conditions of the Bonds as completed, amended and/or replaced by the relevant Final Terms.
Fiscal Agent	Íslandsbanki hf., or any successor agent appointed as such
Fixed Rate Bonds	Bonds that pay a fixed rate of interest on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer
Floating Rate	The meaning given in the ISDA Definitions
Floating Rate Convention	The meaning given in Condition 5.6(b)(i)

Floating Rate Bonds	<p>Bonds which bear interest at a rate determined:</p> <ul style="list-style-type: none"> (I) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions; or (II) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service, or (III) on such other basis as may be agreed between the Issuer and the relevant Dealer, or <p>as set out in the applicable Final Terms</p>
Following Business Day Convention	The meaning given in Condition 5.6(b)(ii)
FME	Financial Supervisory Authority, Iceland (Fjármálaeftirlitið)
Global Bonds	Global Bonds comprising Temporary Global Bonds and Permanent Global Bonds
Group	The Issuer and its Subsidiaries
IFRS	International Financial Reporting Standards
Inflation Linked Annuity Bonds	Bonds, where the principal amount is adjusted for changes in the consumer price index according to the Final Terms, that pay an Annuity Amount on such date or dates as decided by the Issuer and set out in the Final Terms
Inflation Linked Equal Principal Payment Bonds	Bonds, where the principal amount is adjusted for changes in the consumer price index according to the Final Terms, that pay an Equal Payment Amount on such date or dates as decided by the Issuer and set out in the Final Terms
Instalment Amounts	In respect of Instalment Bonds, each amount specified as such in the applicable Final Terms
Instalment Bonds	Bonds which will be redeemed in Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms
Instalment Dates	In respect of Instalment Bonds, each date specified as such in the applicable Final Terms
Interest Amount	The amount of interest payable on the Floating Rate Bonds in respect of each Specified Denomination for the relevant Interest Period, as calculated in accordance with Condition 5.4(d) or the amount of interest payable on Inflation Linked Annuity Bonds or Inflation Linked Equal Payment Bonds in respect of each Specified Denomination for the relevant Interest Period, as calculated in accordance with Conditions 5.1 and 5.2 respectively

Interest Commencement Date	In the case of interest-bearing Bonds, the date specified in the applicable Final Terms from (and including) which the relevant Bonds will accrue interest
Interest Determination Date	In respect of Floating Rate Bonds to which Screen Rate Determination is applicable, the meaning given in the applicable Final Terms
Interest Payment Date	In respect of Fixed Rate Bonds, Inflation Linked Annuity Bonds and Inflation Linked Equal Payment Bonds, the meaning given in the applicable Final Terms and in respect of Floating Rate Bonds the meaning given in Condition 5.4(a)
Interest Period	In accordance with condition 5.6(e) the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date
Investor's Currency	The currency or currency unit that an investor's financial activities are denominated in, other than the Specified Currency
ISDA	International Swaps and Derivatives Association, Inc.
ISDA Definitions	The meaning given in Condition 5.4(b)
ISDA Determination	If specified as applicable in the applicable Final Terms Document, the manner in which the Rate of Interest on Floating Rate Bonds is to be determined in accordance with Condition 5.4(b)
ISDA Rate	The meaning given in Condition 5.4(b)
ISK or Icelandic Krona or krónur	The lawful currency of the Republic of Iceland
Issue Date	Each date on which the Issuer issues a Tranche of Bonds under the Programme, as specified in the applicable Final Terms
Issue Price	The price, generally expressed as a percentage of the nominal amount of the Bonds, at which a Tranche of Bonds will be issued
Issuer	Íslandsbanki hf., ID.No. 491008-0160, having its registered office at Hagasmári 3, 201 Kópavogur, Iceland
Issuer Call	If specified as applicable in the applicable Final Terms, the provision by which the Issuer may redeem a Series of Bonds in accordance with Condition 7.3
LIBOR	London inter-bank offered rate
Margin	As specified in the applicable Final Terms (if any).
Maturity Date	As specified in the applicable Final Terms.
Maximum Rate of Interest	In respect of a Floating Rate Bond, the percentage rate per annum (if any) specified in the applicable Final Terms

Maximum Redemption Amount	The amount specified as such in the applicable Final Terms
Member State	A state which is a member of the European Economic Area
Minimum Rate of Interest	In respect of Floating Rate Bonds, the percentage rate per annum (if any) specified in the applicable Final Terms
Minimum Redemption Amount	The amount specified as such in the applicable Final Terms
Modified Following Business Day Convention	The meaning given in Condition 5.6(b)(iii)
MiFID	Market in Financial Instruments Directive 2004/39/EC (<i>Icelandic: Tilskipun Evrópuþingsins og Ráðsins 2004/39/EB</i>)
NASDAQ Iceland	The regulated market of the NASDAQ Iceland hf. with its registered office at Laugavegur 182, 105 Reykjavík.
Optional Redemption Amount	The meaning (if any) given in the applicable Final Terms
Optional Redemption Date	The meaning (if any) given in the applicable Final Terms
Paying Agents	The Principal Paying Agent and any other paying agent appointed (if any)
Payment Day	The meaning given in Condition 6.4
Preceding Business Day Convention	The meaning given in Condition 5.6(b)(iv)
Principal Amount Outstanding	In accordance with condition 5.6(f) means in respect of a Bond, except an Inflation Linked Annuity Bond and an Inflation Linked Equal Principal Payment Bond on any day, the principal amount of that Bond on the relevant Issue Date thereof less principal amounts received by the relevant Bondholder in respect thereof on or prior to that day and in respect of an Inflation Linked Annuity Bond and an Inflation Linked Equal Payment Bond, the meaning given in the applicable Final Terms
Principal Paying Agent	The Issuer, Íslandsbanki hf.
Programme	ISK 100,000,000,000 bond programme established by the Issuer on the Issue Date
Prospectus Directive	Directive 2003/71/EC (<i>Icelandic: Tilskipun Evrópuþingsins og Ráðsins 2003/71/EB</i>)
Rate of Interest	In respect of a Series of interest-bearing Bonds, the rate of interest payable from time to time in respect of such Bonds determined in accordance with the Terms and Conditions and the applicable Final Terms
Redeemed Bonds	The meaning given in Condition 7.3

Reference Price	In respect of a Zero Coupon Bond, the meaning given in the applicable Final Terms
Reference Rate	In respect of Floating Rate Bonds to which Screen Rate Determination applies, the meaning given in the applicable Final Terms
Registrar	Any registrar to be appointed in accordance with an Agency Agreement
Registered Bond	Means Bonds issued in registered form.
Regulation S	Regulation S under the US Securities Act
REIBOR	Reykjavík Inter Bank Offering Rate
Relevant Screen Page	In respect of Floating Rate Bonds to which Screen Rate Determination applies, the meaning given in the Final Terms
Reset Date	The Meaning given in the ISDA Definitions
EU Savings Directive	The European Council Directive 2003/48/EC
Screen Rate Determination	If specified as applicable in the applicable Final Terms, the manner in which the Rate of Interest on Floating Rate Bonds is to be determined in accordance with Condition 5.4(b)
Selection Date	The meaning given in Condition 7.3
Senior Debt	Debt that takes priority over other unsecured or subordinated debt owed by the Issuer
Series	A Tranche of Bonds together with any further Tranche or Tranches of Bonds which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices
Specified Currency	Subject to any applicable legal or regulatory restrictions, ISK, euro, Sterling, U.S. Dollars and such other currency or currencies as may be agreed from time to time by the Issuer, the relevant Dealer and the Principal Paying Agent and specified in the applicable Final Terms.
Specified Denomination	In respect of a Series of Bonds, the denomination or denominations of such Bonds at the minimum amount of EUR 50,000 as specified in the applicable Final Terms
Specified Interest Payment Date	In respect of Floating Rate Bonds, the meaning (if any) given in the applicable Final Terms
Subsidiary	Means an entity from time to time of which the Issuer (a) has direct or indirect control or (b) owns directly or indirectly more than 50 per cent of the share capital or similar ownership; "control" for this

purpose means the power to direct the management and the policies of the entity, whether through the ownership of voting capital, by contract or otherwise.

Sub-Unit	The meaning given in Condition 5.6(g)
Talons	Talons for further Coupons in respect of interest-bearing definitive Bonds
TARGET System	The meaning given in Condition 5.6(a)
Temporary Bearer Global Bond	The temporary global bond in bearer form which will initially represent the Bearer Bond of each Tranche
Terms and Conditions or Conditions	The terms and conditions of the Bonds
US Securities Act	U.S. Securities Act of 1933, as amended
Tranche	An issue of Bonds which are identical in all respects (including as to listing and admission to trading)
VS System Bonds	Means Bonds issued in uncertificated book entry form cleared through the CSD, Euroclear, Clearstream and/or, in relation to any Tranche of Bonds, any other clearing system as may be specified in the relevant Final Terms (as the case may be)
VP LUX	Means VP Lux S.à. r.l., 32, Boulevard Royal, L-2449 Luxembourg, or its successors.
Yen or JPY	The lawful currency for the time being of Japan
Zero Coupon Bonds	Bonds which will be offered and sold at a discount to their nominal amount and which will not bear interest
€, Euro or euro	The currency introduced at the start of the third stage of European economic monetary union pursuant to the Treaty
£ or Sterling	The lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland
\$, U.S.\$ or U.S. Dollars or US Dollars	The lawful currency for the time being of the United States of America

2 FORM, DENOMINATION AND TITLE

Form of the Bonds: The Bonds are issued in bearer form (the Bearer Bonds), or, in the case of VS System Bonds, uncertificated book entry form, as specified in the applicable Final Terms and, in the case of definitive Bonds, serially numbered, in the Specified Currency and the Specified Denomination(s). The Bonds are in Specified Currency and the Specified Denomination(s). Bonds of one Specified Denomination may not be exchanged for Bonds of another Specified Denomination.

The Bonds may be an Inflation Linked Annuity Bond, an Inflation Linked Equal Principal Payment Bond, a Fixed Rate Bond, a Floating Rate Bond, a Zero Coupon Bond or a combination of any of the foregoing, depending upon the Interest Basis and Redemption/Payment Basis shown in the applicable Final Terms.

Interest bearing definitive Bearer Bonds have interest coupons ("**Coupons**") and, if indicated in the applicable Final Terms, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Bearer Bonds repayable in instalments have receipts ("**Receipts**") for the payment of the instalments of principal (other than the final instalment) attached on issue.

Each Tranche of Bonds issued in the form of Bearer Bonds will initially be represented by a Temporary Bearer Global Bond without Coupons, Receipts or Talons which will (i) if the global Bonds are intended to be issued in a new global Bond form ("**NGBF**"), as specified in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg; and (ii) if the global Bonds are not intended to be issued in NGBF, be delivered on or prior to the original issue date of the Tranche to a Common Depository for, Euroclear and Clearstream, Luxembourg. Interests in the Temporary Bearer Global Bond will be exchanged either for interests in a Permanent Bearer Global Bond or, where specified in the applicable Final Terms (subject to such notice period as is specified in the Final Terms), for definitive Bearer Bonds on or after the date (the "**Exchange Date**") which is the later of (i) 60 days after the Temporary Bearer Global Bond is issued and (ii) 60 days after completion of the distribution of the relevant Tranche, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant lead manager (in the case of a syndicated issue). Such exchange will be made only upon delivery of written certification to Euroclear and/or Clearstream, Luxembourg, as the case may be, to the effect that the beneficial owner of such Bonds is not a U.S. person or other person who has purchased such Bonds for resale to, or on behalf of, U.S. persons and Euroclear and/or Clearstream, Luxembourg, as the case may be, and has given a like certification (based on the certification it has received) to the Fiscal Agent.

If an interest or principal payment date for any Bonds occurs whilst such Bonds are represented by a Temporary Bearer Global Bond, the related interest or principal payment will be made only to the extent that certification of non-U.S. beneficial ownership has been received as described in the last sentence of the immediately preceding paragraph unless such certification has already been given. The holder of a Temporary Bearer Global Bond will not be entitled to collect any payment of interest or principal due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Bond is improperly withheld or refused. Payment of principal or interest (if any) on a Permanent Bearer Global Bond will be made through Euroclear or Clearstream, Luxembourg (against presentation or surrender, as the case may be, of the Permanent Bearer Global Bond if the Permanent Bearer Global Bond is not intended to be issued in NGBF form) without any further requirement for certification. Pursuant to the Agency Agreement the Fiscal Agent shall arrange that, where a further Tranche of Bonds is issued, the Bonds of such Tranche shall be assigned a common code and ISIN by Euroclear and Clearstream, Luxembourg which are different from the common code and ISIN assigned to Bonds of any other Tranche of the same Series until at least expiry of the Distribution Compliance Period applicable to the Bonds of such Tranche.

The applicable Final Terms will specify that either (i) a Permanent Bearer Global Bond will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Bonds with, where applicable, Receipts, Coupons and Talons attached upon not less than 60 days' written notice from Euroclear and (or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Bond) to the Fiscal Agent as described therein or (ii) a Permanent Bearer Global Bond will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Bonds with, where applicable, Receipts, Coupons and Talons attached only upon the occurrence of an Exchange Event as described therein. "Exchange Event" means (i) the Issuer has been notified that either Euroclear or Clearstream, Luxembourg has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and no alternative clearing system satisfactory to the Issuer, the Fiscal Agent, the other Paying Agents and the Bondholders is available or, unless otherwise specified in the applicable Final Terms, (ii) the Issuer has or will become obliged to pay additional amounts as provided for or referred to in Condition 8 (Taxation) which would not be required were the Bonds represented by the Permanent Bearer Global Bond in definitive bearer form and a certificate to such effect signed by two Directors of the Issuer has been given to the Fiscal Agent. The Issuer will promptly give notice to Bondholders in accordance with Condition 11 (Notices) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global

Bond) or the Bondholders may give notice to the Fiscal Agent requesting exchange and in the event of the occurrence of an Exchange Event as described in (ii) above, the Issuer may also give notice to the Fiscal Agent and the Bondholders requesting exchange. Any such exchange shall occur not later than 30 days after the date of receipt of the first relevant notice by the Fiscal Agent.

The following legend will appear on all bearer Bonds, Coupons, Receipts and Talons which have an original maturity of more than 365 days:

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

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on bearer Bonds, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of bearer Bonds, Receipts or Coupons.

Unless otherwise provided with respect to a particular Series of Registered Bonds, the Registered Bonds of each Tranche of such Series offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a Regulation S Global Bond which will be deposited with a custodian for, and registered in the name of a nominee of, a Depository Trust Company (the “DTC”) or common safekeeper as the case may be for the accounts of Euroclear and Clearstream, Luxembourg. Prior to expiry of the Distribution compliance Period applicable to each Tranche of Bond, beneficial interests in a Reg. S. Global Bond may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2 (Form, Denomination and Title) and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Reg. S Global Bond will bear a legend regarding such restrictions on transfer.

Registered Bonds of each Tranche of such Series may only be offered and sold in the United States or to U.S. persons in private transactions to Qualified Institutional Buyers (“QIB”). The Registered Bonds of each Tranche sold to QIBs will be represented by a Restricted Global Bond which will be deposited with a custodian for, and registered in the name of a nominee of, DTC.

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

Payments of principal on the Registered Bonds will be made on the relevant payment date to the persons shown on the Register at the close of business on the business day (being for this purpose a day on which banks are open for business in Brussels) immediately prior to the relevant payment date. Payments of interest on the Registered Bonds will be made on the relevant payment date to the person in whose name such Bonds, Receipts and Coupons)) immediately preceding such payment date.

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

For so long as any of the Bonds are represented by a Bearer Global Bond held on behalf of Euroclear and/or Clearstream, Luxembourg, or so long as DTC or its nominee is the registered holder of a Registered Global Bond or so long as the Bond is a VS Systems Bond, each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg, DTC, or the CSD, as the case may be, as the holder of a particular nominal amount of such Bonds (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg, DTC or its nominee, or the CSD as to the nominal amount of such Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Fiscal Agent and any other Paying Agent as the holder of such nominal amount of such Bonds for all purposes other than (in the case only of Bonds not being VS System Bonds) with respect to the payment of principal or interest on the Bonds, for which purpose, in the case of Bonds represented by a Bearer Global Bond, the bearer of the relevant Global Bearer Bond, or in the case of Bonds where DTC or its

nominee is the registered holder of a Registered Global Bond, DTC or its nominee shall be treated by the Issuer, the Fiscal Agent and any other Paying Agent as the holder of such Bonds in accordance with and subject to the terms of the relevant global Bond (and the expressions “**Bondholder**” and “**holder of Bonds**” and related expressions shall be construed accordingly).

Bonds which are represented by a Bearer Global Bond will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg.

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

Each Tranche of VS System Bonds will be issued in uncertificated and dematerialised book entry form. Legal title to the VS Systems Bonds will be evidenced by book entries in the records of CSD or VP LUX. Settlement of sale and purchase transactions in respect of VS System Bonds in the CSD or VP LUX will take place in accordance with market practice at the time of the relevant transaction. Transfers of interests in the relevant VS System Bonds will take place in accordance with the rules and procedures for the time being of the CSD or VP LUX.

Bonds that are represented by a global Bond and VS System Bonds will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, VP LUX and/or CSD, (as the case may be). References to Euroclear, Clearstream, VP LUX and/or the CSD, (as the case may be) shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer.

Title to the Bearer Bonds, Receipts and Coupons will pass by delivery. The Issuer may deem and treat the bearer of any Bearer Bond, Receipt or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes. Title to the VS System Bond will pass by registration in the registers between the direct or indirect account holders at the CSD or VP LUX in accordance with the rules and procedures of the CSD or VP LUX.

3 STATUS OF THE BONDS

The Bonds constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves and with all other obligations of the Issuer that have been provided the same priority (save for certain obligations required to be preferred by law) (other than subordinated obligations, if any), from time to time outstanding and will rank *pari passu* with the claims of all other unsubordinated creditors of the Issuer (other than those preferred by law) in all other respects. The cost of bankruptcy administration will rank ahead of claims for payments of the Bonds.

4 REDENOMINATION

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Bondholders, the Receiptholders and the Couponholders, but after at least 30 days' prior notice to the Bondholders in accordance with Condition 11, elect that, with effect from the Redenomination Date specified in the notice, the Bonds shall be redenominated in euro or other Specified Currency.

The election will have effect as follows:

- 4.1 the Bonds shall be deemed to be redenominated into euro or other Specified Currency in the denomination of euro 0.01 or as applicable to other Specified Currency with a principal amount for each Bond equal to the principal amount of that Bond in the Specified Currency, converted into euro or other Specified Currency at the Established Rate, provided that, if the Issuer determines, that the then market

practice in respect of the redenomination into euro or other Specified Currency of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Bondholders, the stock exchange (if any) on which the Bonds may be listed of such deemed amendments;

- 4.2 save to the extent that an Exchange Notice has been given in accordance with paragraph 5.4 below, the amount of interest due in respect of the Bonds will be calculated by reference to the aggregate principal amount of Bonds presented for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01 or as applicable in the relevant Specified Currency;
- 4.3 if definitive Bonds are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations as the Issuer shall determine and notify to the Bondholders;
- 4.4 if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Bonds) will become void with effect from the date on which the Issuer gives notice (the Exchange Notice) that replacement euro-denominated Bonds, Receipts and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Bonds and Receipts so issued will also become void on that date although those Bonds and Receipts will continue to constitute valid exchange obligations of the Issuer. New redenominated Bonds, Receipts and Coupons will be issued in exchange for Bonds, Receipts and Coupons denominated in the Specified Currency in such manner as the Principal Paying Agent may specify and as shall be notified to the Bondholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Bonds;
- 4.5 after the Redenomination Date, all payments in respect of the Bonds, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in the redenomination currency;
- 4.6 if the Bonds are Fixed Rate Bonds, Inflation Linked Annuity Bonds or Inflation Linked Equal Principal Payment Bonds, and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention; and
- 4.7 if the Bonds are Floating Rate Bonds, the applicable Final Terms will specify any relevant changes to the provisions relating to interest.

5 INTEREST

5.1 Interest on Inflation Linked Annuity Bonds

Each Inflation Linked Annuity Bond bears interest on its nominal amount outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest shall be calculated as defined under Interest Payment(s) in the applicable Final Terms and rounding the resultant figure to the nearest amount in the Specified Currency. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If interest is required to be calculated for a period other than an Interest Period, such interest shall be calculated by using the same methodology as described for Interest Payment(s) in the applicable Final Terms.

5.2 Interest on Inflation Linked Equal Principal Payment Bonds

Each Inflation Linked Equal Principal Payment Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest shall be calculated as defined under Interest Payment(s) in the applicable Final Terms and rounding the resultant figure to the nearest amount in the Specified Currency. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If interest is required to be calculated for a period other than an Interest Period, such interest shall be calculated by using the same methodology as described for Interest Payment(s) in the applicable Final Terms.

5.3 Interest on Fixed Rate Bonds

Each Fixed Rate Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest.

Interest shall be calculated as defined under Interest Payment(s) in the applicable Final Terms and rounding the resultant figure to to the nearest amount in the Specified Currency. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

The Issuer will calculate the amount of interest (each an Interest Amount) payable on the Fixed Rate Bonds in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

If interest is required to be calculated for a period other than an Interest Period, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

5.4 Interest on Floating Rate Bonds

a) Interest Payment Dates

Each Floating Rate Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an Interest Payment Date) which falls the number of

months, or other period specified as the Specified Period in the applicable Final Terms, after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

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

b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Bonds will be determined in the manner specified in the applicable Final Terms.

ISDA Determination for Floating Rate Bonds

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent or other person specified in the applicable Final Terms under an interest rate swap transaction if the Principal Paying Agent or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Bonds (the **ISDA Definitions**), and under which:

- (i) the Floating Rate Option is as specified in the applicable Final Terms;
- (ii) the Designated Maturity is the period specified in the applicable Final Terms; and
- (iii) unless otherwise stated in the applicable Final Terms, the relevant Reset Date is the first day of that Interest Period.

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

Screen Rate Determination for Floating Rate Bonds

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

- (i) the offered quotation (if there is only one quotation on the Relevant Screen Page); or
- (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations, (expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Iceland time, in the case of REIBOR, London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Issuer. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Issuer for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Bonds is specified in the applicable Final Terms as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Bonds will be determined as provided in the applicable Final Terms.

c) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Final Terms for a Floating Rate Bond specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms for a Floating Rate Bond specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

d) Determination of Rate of Interest and calculation of Interest Amounts

The Issuer will at, or as soon as practicable after, each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Issuer will calculate the amount of interest (each an Interest Amount) payable on the Floating Rate Bonds, Inflation Linked Annuity Bond or Inflation Linked Equal Principal Payment Bonds, in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

e) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.4, shall (in the absence of wilful default, bad faith or manifest error as aforesaid) be binding on the Issuer and all Bondholders, Receiptholders and Couponholders.

5.5 Accrual of interest

Each Bond (or in the case of the redemption of part only of a Bond, that part only of such Bond) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- a) the date on which all amounts due in respect of such Bond have been paid; and
- b) five days after the date on which the full amount of the moneys payable in respect of such Bond has been received by the Principal Paying Agent and notice to that effect has been given to the Bondholders in accordance with Condition 11.
- c) In the case of Bonds which are Zero Coupon Bonds, for the purposes of this Condition 5.5 the principal amount outstanding shall be the total amount otherwise payable by the Issuer on the Maturity Date less any payments made by the Issuer in respect of such amount in accordance with these Conditions.

In the event of non-payment of a Zero Coupon Bond, interest will accrue as provided in Condition 7.10.

5.6 *Business Day, Business Day Convention, Day Count Fraction and other adjustments*

- a) In these Terms and Conditions, **Business Day** means:
- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London, Reykjavik and any Additional Business Centre specified in the applicable Final Terms; and
 - (ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency as specified in Applicable Final Terms (if other than London, Reykjavik and any Additional Business Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System (the **TARGET System**) is open.
- b) If a **Business Day Convention** is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:
- (i) in any case where Specified Periods are specified in accordance with Condition 5.4 (a), **the Floating Rate Convention**, such Interest Payment Date (1) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (2) below shall apply mutatis mutandis, or (2) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (I) such Interest Payment Date shall be brought forward to the immediately preceding Business Day, and (II) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
 - (ii) **the Following Business Day Convention**, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
 - (iii) **the Modified Following Business Day Convention**, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
 - (iv) **the Preceding Business Day Convention**, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.
- c) **Day Count Fraction** means, in respect of the calculation of an amount of interest for any Interest Period:
- if **Actual/Actual (ISMA)** is specified in the applicable Final Terms:
- (i) in the case of Bonds where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but

excluding) the relevant payment date (the "Accrual Period") is equal to or shorter than the Determination Period (as defined in Condition 5.6. (d)) during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year assuming that interest was to be payable in respect of the whole of that year; or

- (ii) in the case of Bonds where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of (I) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and (II) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;

if **Actual/365** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366, and (ii) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

if **Actual/365 (Fixed)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

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

if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

if **30/360, 360/360** or **Bond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless, in the case of Floating Rate Bonds only, (i) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month));

if **30E/360** or **Eurobond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of the final Interest Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month); or

such other Day Count Fraction as may be specified in the applicable Final Terms.

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

- e) **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.
- f) **Principal Amount Outstanding** means, in respect of a Bond except an Inflation Linked Annuity Bond and an Inflation Linked Equal Payment Bond, on any day the principal amount of that Bond on the Issue Date less principal amounts (if any) received by the holder of such Bond in respect thereof on or prior to that day. In respect of an Inflation Linked Annuity Bond and an Inflation Linked Equal Payment Bond, the meaning given in the applicable Final Terms.
- g) **Sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, euro 0.01.

6 PAYMENTS

6.1 Payments in respect of Inflation Linked Bonds

a) Payments in respect of Inflation Linked Annuity Bonds

In case of an Inflation Linked Annuity Bond, the Issuer shall, on each relevant Interest Payment Date, make a combined payment of principal, and interest due (together, the **Annuity Amount**) as calculated by the Calculation Agent in accordance with the formula specified in the applicable Final Terms.

b) Payments in respect of Inflation Linked Equal Principal Payment Bonds

In case of an Inflation Linked Equal Payment Bond, the Issuer shall, on each relevant Interest Payment Date, make a combined payment of principal, and interest due (together, the **Equal Payment Amount**) as calculated by the Calculation Agent in accordance with the formula specified in the applicable Final Terms.

6.2 Method of payment

Subject as provided below payments in a Specified Currency will be made:

- a) by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency, or
- b) by credit or transfer to an account in any other Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency which shall be converted into such Specified Currency at the date of payment using the spot rate of exchange for the purchase of such currency against payment of ISK being quoted by the Fiscal Agent.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment but without prejudice to the provisions of Condition 8.

6.3 Presentation of Bonds and Coupons

- a) Bonds: Payments of principal in respect of definitive Bearer Bonds will (subject as provided below) be made in the manner provided in Condition 6.2 (Method of Payment) above only against presentation and surrender (or in the case of part payment of any sum due only, endorsement) of definitive Bearer Bonds, and payment of interest in respect of definitive Bearer Bonds will (subject as provided below) be made as aforesaid only against presentation and surrender (or in the case of

part payment of any sum due only, endorsement) of Coupons, in each case at the Specified Office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

- b) Coupons for Fixed Rate Bonds: Fixed Rate Bonds in definitive bearer form (other than, Inflation-Linked Bonds) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 8 (Taxation)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9 (Prescription)).

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

- (i) Coupons for Floating Rate, Inflation-Linked Bonds: Upon the date on which any Floating Rate Bond or Inflation-Linked Bond in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.
- (ii) Payments other than in respect of Matured Coupons: If the due date for redemption of any definitive Bearer Bond is not an Interest Payment Date, interest (if any) accrued in respect of such definitive Bearer Bond from (and including) the preceding Interest Payment Date of Interest Commencement Date, as the case may be, shall be payable only against surrender of the relevant definitive Bearer Bond.
- (iii) VS System Bonds: Payments of principal and interest in respect of VS System Bonds will be made to the Bondholders shown in the relevant records of the CSD, VP LUX or Clearstream/Euroclear (as the case may be) in accordance with and subject to the rules and regulations from time to time governing the CSD, VP LUX or Euroclear/Clearstream (as the case may be).

6.4 Payment Day

If the date for payment of any amount in respect of any Bond, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment of the relevant amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay. For these purposes, Payment Day means any day which (subject to Condition 9) is:

- a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
- the relevant place of presentation;
 - Reykjavík; and
 - any Additional Financial Centre specified in the applicable Final Terms.
- (i) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general

business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, Reykjavík and any Additional Financial Centre) or (ii) in relation to any sum payable in euro, a day on which the TARGET System is open.

(ii) Interpretation of principal

Any reference in these Terms and Conditions to principal in respect of the Bonds shall be deemed to include, as applicable:

the Final Redemption Amount of the Bonds;

the Early Redemption Amount of the Bonds;

the Optional Redemption Amount(s) (if any) of the Bonds;

in relation to Bonds (other than Inflation Linked Annuity Bonds or Inflation Linked Equal Principal Payment Bonds) redeemable in instalments, the Instalment Amounts;

in relation to Zero Coupon Bonds, the Amortised Face Amount (as defined in Condition 7.6); and

any premium and any other amounts (other than interest) which may be payable under or in respect of the Bonds.

7 REDEMPTION AND PURCHASE

7.1 Redemption of Inflation Linked Annuity Bonds and Inflation Linked Equal Payment Bonds

Unless previously redeemed or purchased and cancelled, each Inflation Linked Annuity Bond and each Inflation Linked Equal Payment Bond will, subject to Condition 6.1(a) or (b) (as applicable), be redeemed in one or more amounts, calculated in accordance with the formula specified in the applicable Final Terms, in the relevant Specified Currency on the relevant Interest Payment Dates.

7.2 Final Redemption

Unless previously redeemed or purchased and cancelled, each Bond will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Final Maturity Date.

7.3 Redemption at the option of the Issuer (Issuer Call)

If an Issuer Call is specified in the applicable Final Terms, the Issuer may, having given not less than 15 nor more than 30 days' notice to the Bondholders in accordance with Condition 11 (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Bonds then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms. In the case of a partial redemption of Bonds, the Bonds to be redeemed (**Redeemed Bonds**) will be selected individually without involving any part only of a Bearer Bond, in the case of Redeemed Bonds represented by definitive Bonds, and in accordance with the rules of Euroclear and/or Clearstream, (to be reflected in the records of Euroclear and Clearstream as either a pool factor or a reduction in nominal amount, at their discretion) and in accordance with the rules of the CSD or any other relevant clearing system (as the case may be) in the case of VS System Bonds in each case not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the Case of

Redeemed Bonds represented by definite Bonds, a list of the serial numbers of such Redeemed Bonds will be published in accordance with Condition 11 not less than 15 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Bonds represented by definitive Bonds shall bear the same portion to the aggregate nominal amount of all Redeemed Bonds as the aggregate nominal amount of definite Bond outstanding bears to the aggregate nominal amount of the Bonds outstanding, in each case on the Selection Date. No exchange of the relevant Bond will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 7.3 and notice to that effect shall be given by the Issuer to the Bondholders in accordance with Condition 11 at least five days prior to the Selection Date.

7.4 Redemption due to illegality or invalidity

If the Bonds become illegal and/or invalid, the Bonds of all Series may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 or more than 60 days' notice to all Bondholders (which notice shall be irrevocable).

Bonds redeemed pursuant to this Condition 7.4 will be redeemed at their Early Redemption Amount referred to in Condition 7.6 together (if appropriate) with interest accrued (and, if this is an Inflation Linked Annuity Bond or an Inflation Linked Equal Principal Payment Bond, adjusted for indexation in accordance with the provisions set out in the applicable Final Terms) to (but excluding) the date of redemption.

7.5 Certification

The publication of any notice of redemption pursuant to Condition 7.3 or 7.4 shall include a certificate signed by two Directors of the Issuer stating that the Issuer is entitled or required to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the certificate shall be sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on all Bondholders, Receiptholders and Couponholders.

7.6 Early Redemption Amounts

For the purpose of Condition 7.4, each Bond will be redeemed at its Early Redemption Amount calculated as follows:

- a) in the case of a Bond (other than a Zero Coupon Bond but including an Instalment Bond), at the amount specified in, or determined in the manner specified in, the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its Principal Amount Outstanding (and, in the case of an Inflation Linked Annuity Bond or an Inflation Linked Equal Principal Payment Bond, adjusted for indexation in accordance with the provisions set out in the applicable Final Terms); or
- b) in the case of a Zero Coupon Bond, at an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

y is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Bonds to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Bond

becomes due and repayable and the denominator of which is 360, or on such other calculation basis as may be specified in the applicable Final Terms.

7.7 Instalments

Instalment Bonds will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to Condition 7.6.

7.8 Purchases

The Issuer or any of its Subsidiaries may at any time purchase Bonds at any price in the open market or otherwise. If purchases are made by tender, tenders must be available to all Bondholders alike. Subject to the provision below, such Bonds may be held, reissued, resold or, at the option of the Issuer, surrendered to the Issuer for cancellation.

7.9 Cancellation

All Bonds which are redeemed will forthwith be cancelled (together with all unmatured Receipts and Coupons attached thereto or surrendered therewith at the time of redemption). All Bonds so cancelled and any Bonds purchased and surrendered for cancellation pursuant to Condition 7.8 and cancelled (together with all unmatured Receipts and Coupons cancelled therewith) shall be forwarded to the the Issuer and in the case of VS System Bonds shall be deleted from the records of the ISD, VP LUX or any other relevant clearing system (as the case may be) and cannot be reissued or resold.

7.10 Late Payment on Zero Coupon Bonds

If the amount payable in respect of any Zero Coupon Bond upon redemption of such Zero Coupon Bond pursuant to Conditions 7.2, 7.3 or 7.4 above, the amount due and repayable in respect of such Zero Coupon Bond shall be the amount calculated as provided in Condition 7.6 (b) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Bond becomes due and payable were replaced by references to the date which is the earlier of:

- a) the date on which all amounts due in respect of such Zero Coupon Bond have been paid; and
- b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Bonds has been received by the Issuer and notice to that effect has been given to the Bondholders in accordance with Condition 11.

7.11 Redemption for Tax Reasons

The Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time or on any Interest Payment Date, on giving not less than 30 nor more than 60 days' notice to the CSD and, in accordance with Condition 11 (Notices), the Bondholders (which notice shall be irrevocable), if:

- a) on the occasion of the next payment due under the Bonds, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (Taxation) as a result of any change in, or amendment to, the laws or regulations in Iceland or any political subdivision or any authority thereof or any authority or agency therein having power to tax, or any change in the application or official interpretation of such laws or regulation, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Bonds; and
- b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

Bonds redeemed pursuant to this Condition 7.11 will be redeemed at their Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption.

8 TAXATION

All payments of principal and interest in respect of the Bonds and Coupons by the Issuer will be made without, or deduction for or on account of, any present or future taxes, duties assessments or governmental charges of whatever nature imposed or levied by or on behalf of Iceland or any political subdivision or any authority or agency thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amount as shall be necessary in order that the net amounts received by the holders of the Bonds and Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Bonds or Coupons, as the case may be, in the absence of such withholding or deduction, except that no such additional amounts shall be payable with respect to any Bond or Coupon:

- a) in respect of any demand made for payment in Iceland; or
- b) in respect of any demand made for payment by or on behalf of a holder who is liable for such taxes, duties, assessments or governmental charges in respect of such Bond or Coupon by reason of it having some connection with Iceland other than the mere holding of such Bond or Coupon; or
- c) in respect of any demand made for payment more than thirty days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on making such demand for payment on or before the expiry of such period of thirty days; or
- d) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- e) in respect of any demand made for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by making a demand in respect of the Bond or Coupon to another Paying Agent in a Member State of the European Union.

As used herein the “**Relevant Date**” means the date on which such payment first becomes due.

9 PRESCRIPTION

The Bonds, Receipts and Coupons will become void in accordance with Act on the Expiration of Debt and other Obligations No. 150/2007 (*Icelandic: Lög um fyrningu kröfuréttinda nr. 150/2007*) unless presented for payment within 10 years (in the case of principal) and four years (in the case of interest or any other amount) after the Relevant Date (as defined below).

There shall not be included in any Coupon sheet issued on exchange of a Talon, any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6.3 or any Talon which would be void pursuant to Condition 6.3.

For the purposes of these Terms and Conditions, **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Bondholders in accordance with Condition 11.

10 EVENTS OF DEFAULT

If any one or more of the following events (each an **Event of Default**) shall occur with respect to any Bond:

- a) if default is made in the payment of any principal or interest due in respect of the Bonds or any of them and the default continues for a period of three days in the case of principal and seven days in the case of interest; or
- b) if the Issuer fails to perform or observe any of its other obligations under these Conditions and (except in any case where the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by a Bondholder on the Issuer of notice requiring the same to be remedied; or
- c) if (i) any Financial Indebtedness (as defined below) of the Issuer becomes due and repayable prematurely by reason of an event of default (however described); (ii) the Issuer fails to make any payment in respect of any Financial Indebtedness on the due date for payment; (iii) any security given by the Issuer for any Financial Indebtedness becomes enforceable; or (iv) default is made by the Issuer in making any payment due under any guarantee and/or indemnity given by it in relation to any Financial Indebtedness of any other person, provided that no such event shall constitute an Event of Default unless the Financial Indebtedness or other relative liability either alone or when aggregated with other Financial Indebtedness and/or liabilities relative to all (if any) other events specified in (i) to (iv) above which shall have occurred and be outstanding shall amount to at least U.S.\$5,000,000 (or its equivalent in any other currency); or
- d) if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer; or
- e) if the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, or the Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- f) if (i) proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them, or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them and (ii) in any case (other than the appointment of an administrator) the same is not discharged or stayed within 14 days; or
- g) if the Issuer initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- h) if any event occurs which, under the laws of any relevant jurisdiction, has or may have an analogous effect to any of the events referred to in paragraphs (d) to (g) above,

then any holder of a Bond may, by written notice to the Issuer, effective upon the date of receipt thereof by the Issuer, declare any Bond held by it to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Early Redemption Amount (as defined in Condition 7.6), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

For the purposes of these Conditions:

Financial Indebtedness means any indebtedness for or in respect of:

- (i) moneys borrowed;

- (ii) any amount raised by acceptance under any acceptance credit facility or any dematerialised equivalent;
- (iii) any amount raised pursuant to any note purchase facility or the issue of any debenture, bond, note or loan stock or other similar instrument (with the exception of any loan stock issued by the Issuer which is cash collateralised);
- (iv) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS, be treated as a finance or capital lease;
- (v) receivables sold or discounted (otherwise than on a non-recourse basis);
- (vi) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial or economic effect of a borrowing and which, for the avoidance of doubt, includes any transaction that is required to be classified and accounted for as borrowings, for financial reporting purposes in accordance with IFRS;
- (vii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (viii) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; or
- (ix) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (viii) above;

11 NOTICES

All notices regarding the Bonds will be valid if published in a manner which complies with the rules and regulations of the relevant act which apply to publicly listed securities, and/or any stock exchange and/or any other relevant authority on which the Bonds are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication. The Issuer can additionally at its own discretion obtain information from the CSD on the Bondholders in order to send notices to each Bondholder directly.

Notices to be given by any Bondholder shall be in writing and given by lodging the same, together with the relevant Bond or Bonds.

12 FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Bondholders, the Receiptholders or the Couponholders to create and issue further Bonds having terms and conditions the same as the Bonds or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Bonds.

13 GOVERNING LAW AND JURISDICTION

The Bonds (except for the CSD System Bonds), the Receipts, the Coupons are governed by, and shall be construed in accordance with, English law except for Condition 3 (Status of Bonds), which will be governed by, and construed in accordance with Icelandic Law.

The Issuer irrevocably agrees that any dispute arising out of the Programme, the Bonds, the Coupons, the Receipts (except for the CSD System Bonds) shall be subject to the exclusive jurisdiction of the Courts of England.

The CSD System Bonds will be governed by, and construed in accordance with, Icelandic law.

The Issuer irrevocably agrees that any dispute arising out of the CSD System Bonds shall be subject to the exclusive jurisdiction of the District Court of Reykjavík (Héraðsdómur Reykjavíkur).

Legal action taken under this Condition 13 may be proceeded with in accordance with the Act on Civil Procedure No. 91/1991 (Lög um meðferð einkamála), Chapter 17.

INFORMATION ABOUT THE ISSUER

NAME, INCORPORATION AND REGISTRATION

The Issuer's legal and commercial name is Íslandsbanki hf. The Issuer is a public limited company incorporated in Iceland on 14 October 2008. It is registered with the Register of Enterprises (*Fyrirtækjaskrá Ríkisskattstjóra*) in Iceland and bears the registration number 491008-0160. The registered office of the Issuer is at Hagasmári 3, 201 Kópavogur, Iceland, and the telephone number is +354 440 4000. The Issuer's homepage is: www.islandsbanki.is. *Information on the website is not part of this Base Prospectus.*

The Issuer's operations are subject to the provisions of the Act on Public Limited Companies No. 2/1995 and the Act on Financial Undertakings No. 161/2002. The Issuer is authorised to provide all financial services stipulated in the latter Act. Its activities are under the supervision of the Financial Supervisory Authority Iceland (FME).

HISTORY & DEVELOPMENT OF THE ISSUER

The Issuer traces its roots back to 1904 when the original Íslandsbanki hf. was founded as the first privately-owned bank in Iceland. Útvegsbanki Íslands took over Íslandsbanki's operations in 1930 and in the year 1990 Útvegsbanki Íslands, Alþýðubanki Íslands, Iðnaðarbanki Íslands and Verslunarbanki Íslands merged into Íslandsbanki. In 2000, Íslandsbanki hf. merged with The Icelandic Investment Bank (FBA), which itself was created through the merger of three state-owned credit funds, forming Íslandsbanki-FBA hf. As a result, the bank further solidified its connections with the corporate sector, particularly in the seafood industry. In the years 2000-2007, the bank expanded its business away from Iceland by first lending to seafood enterprises in northern Europe and North America and later through strategic acquisitions in the Nordic countries. In March 2006, the bank was rebranded as Glitnir banki hf. (All the aforementioned banks collectively referred to as "Glitnir").

Following a collapse of the Icelandic banking system in October 2008, by decree of the newly passed Act on the Authority for Treasury Disbursements due to Unusual Financial Market Circumstances etc. No. 125/2008 (usually referred to as the Emergency Act), the Issuer assumed the domestic assets and liabilities of Glitnir while the remainder of Glitnir's assets, which were mostly foreign assets, were left within Glitnir under the supervision of a Resolution Committee ("**Resolution Committee**") which was appointed to maximise the recovery value of those assets for the benefit of its creditors. The Issuer, initially named New Glitnir Banki hf., reverted back to its previous brand name of Íslandsbanki hf., on 20 February 2009.

On 13 September 2009, Glitnir, on behalf of its creditors, and the Icelandic Government reached an agreement on the settlement of assets and liabilities between the Issuer and Glitnir. Under the agreement the Resolution Committee acquired a 95% stake in the Issuer. Glitnir therefore assumed majority control of the Issuer and a new Board of Directors was appointed on 25 January 2010. The 95 per cent. stake was owned by ISB Holding ehf., a holding company wholly owned by GLB Holding ehf., a subsidiary of Glitnir. In January 2016, Glitnir signed an agreement to deliver the 95 per cent. stake to the Icelandic Government as a part of the estate's stability contribution. The change was approved by the Competition Authority on March 11, 2016.

In June 2011 the Issuer announced that it had successfully won a public bid for the entire share capital of Byr hf., a local bank in Iceland. Byr hf. focused mainly on retail banking and was built on the foundation of an older savings bank which became insolvent in April 2010. The shares were acquired from the Byr savings bank winding up committee and the Icelandic government. The acquisition price was ISK 6.6bn. The acquisition agreement was executed on 29 November 2011 and the acquisition was completed in the first quarter of 2012.

In March 2011, the Issuer acquired all shares in the credit card company, Kreditkort hf. and on 27 March 2012 Kreditkort was merged into the Issuer.

CREDIT RATING

The Issuer has been assigned a credit rating by the rating agency S&P which is registered in the EU in accordance with Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the Credit Rating Agency Regulation). S&P rate the issuer as BBB+/A-2 with stable outlook.

BUSINESS OVERVIEW

The Issuer is an Icelandic bank headquartered in Iceland. Its primary market is Iceland.

The Issuer is licensed as a commercial bank in Iceland, in accordance with Point 1 of Art. 4(1) of the Act on Financial Undertakings and offers comprehensive services to the retail and corporate sectors. The Issuer is one of Iceland's three main banks and maintains a strong market share across the spectrum of banking services in the country. According to Capacent Gallup market surveys in 2018, the Issuer had approximately 32 per cent. of the market share in consumer banking, 37 per cent. of the market share in small to medium-sized enterprise banking and 33 per cent. of the market share of banking services to Iceland's 300 largest companies and investors. The Issuer seeks to provide the highest quality services to consumers and corporations, with a focus on building value whilst retaining a strong sense of social responsibility.

The Issuer operates 14 branches, the majority of which are based around the Reykjavík metropolitan area but maintains a presence in larger municipalities across the country.

When the Issuer assumed the domestic operations of Glitnir a decision was made to continue to build on Glitnir's industry focus in the fields of seafood and geothermal energy. Glitnir and its predecessors had based its overseas strategy on lending and advising services to these fields.

The Issuer's business lines are as follows:

Personal Banking. Provides customers with comprehensive banking services through digital channels and a modern nationwide branch network.

Business Banking. Responsible for service to SMEs in the Issuer's branches, as well as Ergo, Íslandsbanki's asset based financing unit.

Corporate and Investment Banking. Provides comprehensive financial services to investors and large companies, including lending, securities and currency brokerage, corporate advisory services, private banking services, and sales of hedging instruments.

PERSONAL BANKING

Personal Banking offers a full range of financial services for individuals and households, with particular focus on digital and self-service solutions. This includes savings, lending, insurance products, and various payment options via the Issuer's various distribution channels, including the mobile app, online banking, branches, the call centre, e-mail and the online chat function.

BUSINESS BANKING

Business Banking provides wide-ranging financial services to SMEs through Iceland's most efficient branch network, while also operating a separate brand, Ergo, in the asset financing sector. Business Banking serves the growing SME group in Iceland and has built up strong local relationships and expertise. Business Banking works according to a devolved structure where each branch is responsible for and shares its experience and expertise with its immediate community.

CORPORATE & INVESTMENT BANKING

Corporate & Investment Banking provides universal banking services to large companies, municipalities, institutional investors and affluent individuals. The Issuer's experienced employees provide customised products and services to customers, including lending and advisory services, risk management products, brokerage, and private banking services. The Issuer takes great pride in its sector focus, building and maintaining relationships with key customer groups within Iceland. Outside Iceland, Íslandsbanki focuses in particular on the North Atlantic fishing industry, drawing on its expertise in the domestic market and global contacts.

SUPPORT DIVISIONS

FINANCE AND TREASURY

The Finance division includes finance and accounting operations as well as treasury and financial institutions and investor relations. This division also manages and oversees shareholding in the Issuer's subsidiaries.

RISK MANAGEMENT

The Risk Management division is a core division of the Issuer. The role of Risk Management is to oversee, monitor and manage risk in the Issuer's operations. Risk Management reports on risk to internal and external stakeholders and ensures that risk limits are adhered to and in line with the Issuer's risk policy as defined by the Board of Directors.

IT & OPERATIONS

The IT and Operations division is responsible for operational services, branch services, back office functions, legal collection, the Issuer's IT platform and systems and software development.

COMPLIANCE

The Compliance division has an independent position within the Issuer's organisational structure. The compliance division's function is to assist in managing compliance risk on a consolidated basis. Compliance risk can be defined as the risk of legal or regulatory sanctions, financial loss, or damage to the Issuer's reputation in the event of failure to comply with applicable laws, regulations, and codes of conduct and standards of good practice. The Compliance division, in co-operation with Group Internal Audit, performs a special fit and proper test by gathering information via questionnaires and examinations to management and key employees.

GROUP INTERNAL AUDIT

Group Internal Audit is responsible for the Issuer's internal auditing in accordance with the Act on Financial Undertakings. The role of Group Internal Audit is to provide the Issuer with independent and objective assurance and consulting services designed to add value and improve the Issuer's operations. Group Internal Audit assists the Issuer in evaluating and improving the effectiveness of its risk management, controls and governance processes. The Chief Audit Executive is appointed by the Board of Directors and reports directly to the Board of Directors.

ORGANISATIONAL STRUCTURE

Íslandsbanki hf. is wholly owned by the Icelandic government and the shares are administered by the Icelandic State Financial Investments.

The following chart illustrates the Issuer's organisational structure.

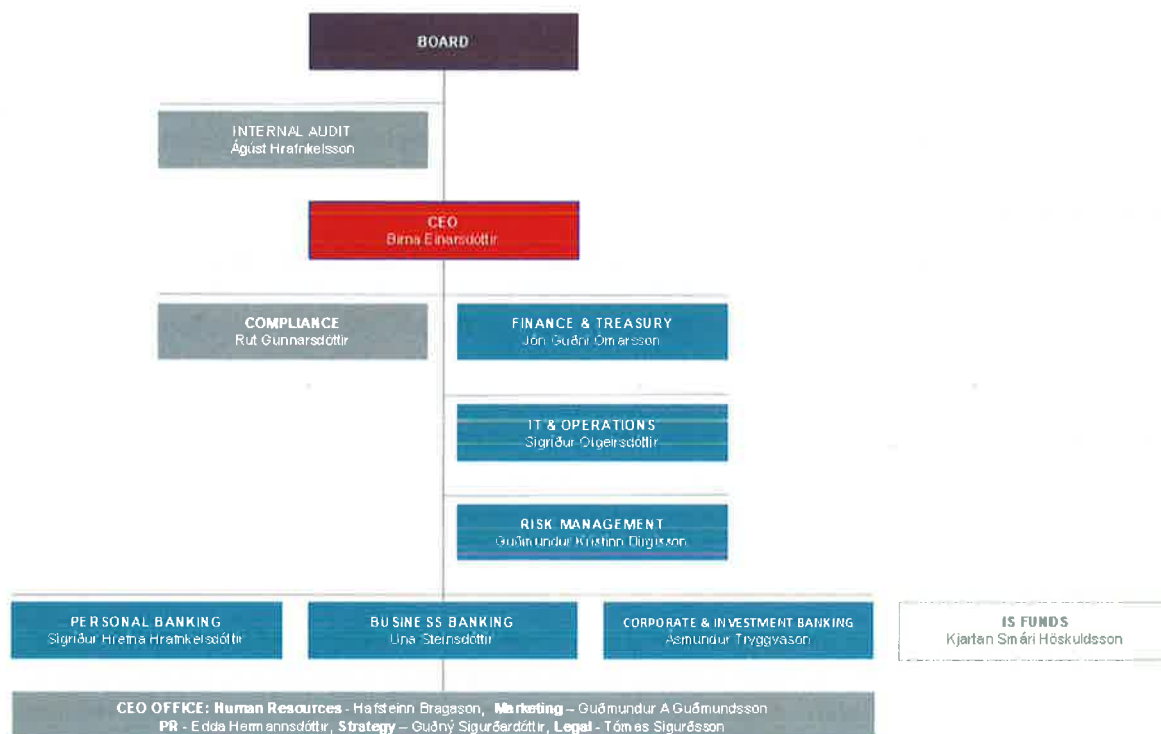


Figure 1: Organisational Structure

The Issuer's investment in significant subsidiaries can be seen in the table below, along with a specification of the nature of business of those subsidiaries (as of 31 December 2018):

Subsidiary	Ownership	Company Description
Borgun hf.	63.5%	Payment enquirer and issuing processor
B-Payment Group Szolgáltató Zrt.	100%	Payment processing company
Íslandssjóðir hf.	100%	Investment fund management company
Hringur-eignarhaldsfélag ehf.	100%	Holding company
Allianz Íslands hf.	100%	Insurance agent

13 other non-significant subsidiaries

Trend Information

No material adverse changes have occurred in the prospects of the Issuer since the date of its last published audited financial statements.

Recent Developments

No significant changes have been in the financial position of the Issuer since the last published Financial Statements for the financial year ended 31 December 2018.

Legal and arbitration proceedings

Information regarding legal and arbitration proceedings can be found in the chapter on Risk Factors on page 8.

ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

BOARD OF DIRECTORS

The Issuer's Board of Directors consists of seven members. Two alternate members are also appointed. The Board of Directors appoints the Chief Executive Officer and the Chief Audit Executive. The Chief Executive Officer appoints the Managing Directors of the Issuer.

The business address of each director is Íslandsbanki hf., Hagasmári 3, 201 Kópavogur, Iceland. Set forth below are the members of the Issuer's Board of Directors:

Name	Title
Mr. Fridrik Sophusson	Chairman
Ms. Anna Þórðardóttir	Member of the Board
Ms. Auður Finnbogadóttir	Member of the Board
M. Árni Stefánsson	Member of the Board
Mr. Hallgrímur Snorrason	Member of the Board
Ms. Heiðrún Jónsdóttir	Member of the Board
Mr. Tómas Már Sigurðsson	Member of the Board

Mr. Fridrik Sophusson (Chairman)

Fridrik Sophusson has nearly forty years' wide-ranging experience in fiscal policy making, management and public service in Iceland. He has also served on the board of several companies and institutions. He was Managing Director of the Icelandic Management Association from 1972 until 1978, when he was elected to Parliament. During his tenure as an MP, he held the position of Minister of Industry and Energy and Minister of Finance. He was appointed CEO of Landsvirkjun, the National Power Company of Iceland in 1999 and held that position for almost 11 years.

Mr. Sophusson holds a Cand. Jur. degree in Law from the University of Iceland.

Ms. Anna Þórðardóttir (Member of the Board of Directors)

Anna Þórðardóttir has been a board member of a number of companies. She served as a member of the board of KPMG ehf. and the institute of State Authorized Public Accountants in Iceland. She is currently a member of the board of the Icelandic Center for Future Studies (Framtíðarsetur Íslands ehf.)

Ms. Þórðardóttir graduated with a cand. merc degree in financial studies from Handelshøjskolen in Århus, Denmark. She is a chartered accountant and holds a B.S. degree in business from the University of Iceland.

Ms. Auður Finnbogadóttir (Member of the Board of Directors)

Auður Finnbogadóttir has extensive experience in the field of financial markets. She was the managing director of Lífsverk pension fund, the pension fund for employees for the municipality of Kópavogur and MP banki hf. She served as chairman of the board of the Competition Authority in Iceland and been a member of the board of the Iceland Enterprise Investment Fund, Icelandair Group hf., Landsnet and Nýi Kaupþing banki hf.

Ms. Finnbogadóttir holds a B.Sc. in business majoring in international business from the University of Colorado and an MBA from Reykjavík University.

Mr. Árni Stefánsson (Member of the Board of Directors)

Árni Stefánsson has extensive management experience in power-intensive industries in Iceland. He is currently a manager and member of the executive board at the Rio Tinto primary aluminium plant in Straumsvík. Previously, he was a manager and member of the board of directors of the Century Aluminium plant Norðurál, manager and vice-president with Landsnet and manager with Landsvirkjun.

Mr. Stefánsson holds an M.Sc. degree and B.Sc. degree in electrical engineering from Alborg University in Denmark.

Mr. Hallgrímur Snorrason (Member of the Board of Directors)

Hallgrímur Snorrason is an independent consultant in official statistics. He was Director-General of Statistics Iceland and Deputy Managing Director of the National Economic Institute of Iceland. He has been a member of the board of several companies, including Útvegsbanki Íslands hf., Skýrr hf., Auður Capital. He has also chaired or served on a number of governmental committees, both domestic and in connection with Nordic cooperation, EFTA, EU and the OECD.

Mr. Snorrason holds an M.Sc. degree in economics from Lund University in Sweden and a B.Sc. from the University of Edinburgh

Ms. Heiðrún Jónsdóttir (Member of the Board of Directors)

Heiðrún Jónsdóttir is an attorney at law with Múli Legal Services and serves as a member of the board of Icelandair Group and the deputy chairman of the board of the Icelandic Bar Association. Previously, she was a managing director at Eimskipafélag Íslands hf., Lex Legal Services and KEA. She has been a member of the boards of a number of companies since 1988, including Norðlenska, Íslensk Verðbréf, Oliuverslun Íslands hf., Síminn hf., Reiknistofa Bankanna, the Icelandic Pension Funds Association, Silicor Materials Iceland ehf. and Gildi Pension Fund. She completed an Advanced Management Program (AMP) at IESE Business School in Barcelona in 2017.

Ms. Jónsdóttir holds a Cand. Jur degree from the University of Iceland and is a securities broker licensed by the Icelandic Ministry of Finance and Economic Affairs.

Mr. Tómas Már Sigurðsson (Member of the Board of Directors)

Tómas Már Sigurðsson was elected to the Board of Directors at the AGM in 2019. Tómas is the Senior Vice President, Strategic Alliances for Alcoa Corporation, Pittsburg, USA. Prior to that, Tómas was CEO of Alcoa Fjarðaál and Alcoa in Iceland, but moved to Geneva in the year 2011 where he became the President of Alcoa Europe. From 2014 to year end 2018 Tómas was the Executive Vice President and Chief Operating Officer for Alcoa Corporation. He was the chairman of the Iceland Chamber of Commerce from 2009- 2012 and served as a member of the Federation of Icelandic Industries since 2005-2011. He was also a member of the Executive Committees of the European Aluminium Association, Eurometaux, and the American Chamber of Commerce to the European Union from 2012-2014. Tómas sits on a number of boards for Alcoa Corporation and is a member of the Executive Committee of Europe Aluminium and Business Europe.

Mr. Sigurðsson holds a bachelor's degree in civil and environmental engineering from the University of Iceland and a master's degree in planning in 1995 from Cornell University, in the United States.

The alternate members of the Issuer's Board of Directors are as follows:

Name	Title
Ms. Herdís Gunnarsdóttir	Alternate Member of the Board of Directors
Mr. Pálmi Kristinsson	Alternate Member of the Board of Directors

Ms. Herdís Gunnarsdóttir (Alternate Member of the Board of Directors)

Herdís Gunnarsdóttir holds an MBA from the University of Iceland and an MSc and BSc in nursing from the University of Iceland. Ms. Gunnarsdóttir is currently the Chief Executive Officer of the Health Care Institution of South Iceland.

Mr. Pálmi Kristinsson (Alternate Member of the Board of Directors)

Pálmi Kristinsson holds a BSc degree in construction engineering from the University of Iceland and an MSc degree in engineering from Danmarks Tekniske Højskole. Mr. Kristinsson is currently a private consultant.

SENIOR MANAGEMENT

The Executive Committee consists of the following seven members:

Ms. Birna Einarsdóttir, Chief Executive Officer.

Birna Einarsdóttir worked at Iðnaðarbankinn hf., a predecessor of Glitnir, from 1987. After six years with Royal Bank of Scotland, from 1998, Ms. Einarsdóttir rejoined Glitnir in the fall of 2004 as the Managing Director of Sales and Marketing. She was appointed Executive Vice President of Retail Banking of Glitnir in August 2007. Ms. Einarsdóttir assumed the role of CEO of the Issuer in October of 2008. Ms. Einarsdóttir has worked as head of marketing for the Icelandic Broadcasting Company Ltd. (Channel 2) and Managing Director for the Icelandic Football Pools (Íslensk getsþá).

Ms. Einarsdóttir holds a B.Sc. in Business Administration from the University of Iceland and an MBA from the University of Edinburgh.

Mr. Jón Guðni Ómarsson, Chief Financial Officer

Jón Guðni Ómarsson worked in Capital Markets division at Glitnir from 2000-2002. He rejoined Glitnir in 2005 and has held various positions in the Leverage Finance and Treasury divisions, working on different types of investment and funding transaction. In October 2008 he was appointed Executive Director of Treasury and in October 2011 he was appointed Chief Financial Officer of the Issuer.

Mr. Ómarsson holds a B.Sc. degree in Industrial and Mechanical Engineering from the University of Iceland and an M.Sc. degree in Quantitative and Computational Finance (QCF) from the Georgia Institute of Technology. He is a Chartered Financial Analyst (CFA) and a securities broker licensed by the Icelandic Ministry of Finance and Economic Affairs.

Mr. Guðmundur Kristinn Birgisson, Chief Risk Officer

Guðmundur Kristinn Birgisson joined Íslandsbanki in 2011 as Executive Director of Risk Monitoring where he oversaw the implementation of the Bank's Operational Risk Management Framework and monitoring of the execution of credit processes. From 2017 until he was appointed CRO, he served as Executive Director of Lending in the Bank's Personal Banking Division.

Mr. Birgisson holds a Ph.D. degree in Mathematics Education from Indiana University and a B.A. in Philosophy and Science from the University of Iceland.

Ms. Sigríður Hrefna Hrafnkelsdóttir, Managing Director Personal Banking

Sigríður Hrefna Hrafnkelsdóttir was appointed Managing Director of Personal Banking in May 2017. Ms. Hrafnkelsdóttir worked as managing director of retail for Olíusverzlun Íslands from 2014. Before that she worked for Arion Bank, Sparisjóðabanki Íslands, Atlas Ejendomme A/S and LEX Law Offices.

Ms. Hrafnkelsdóttir holds a Cand.Jur. degree from the University of Iceland, is a district court attorney and holds an MBA degree from Copenhagen Business School.

Ms. Sigríður Olgeirsdóttir, Chief Operating Officer

Sigríður Olgeirsdóttir was appointed Chief Operating Officer of the Issuer in September 2010. Ms. Olgeirsdóttir has worked in the information and technology industry since 1984 and prior to joining the Issuer she was Executive Director of the Information and Technology division of Tæknival hf., Managing Director of Ax Business Intelligence A/S in Denmark and Managing Director of Ax Business Intelligence in Iceland.

Ms. Olgeirsdóttir is a systems analyst educated at EDB Skolen in Odense, Denmark, holds a degree in Business Operations from the Institute of Continuing Education at the University of Iceland and an MBA in International Business Management from Reykjavík University.

Ms. Una Steinsdóttir, Managing Director Business Banking.

Una Steinsdóttir joined Glitnir in 1991 as a specialist in International Banking. Ms. Steinsdóttir has over 20 years of experience in working for the Issuer and its predecessors and has amongst other things worked in credit control and service management. Ms. Steinsdóttir was a branch manager in Keflavík for eight years, from 1999-2007 until she was appointed director of Retail Banking in 2007. She was then appointed Managing Director of Retail Banking for the Issuer in October 2008.

Ms. Steinsdóttir holds a Cand. Oecon degree in business administration from the University of Iceland and has completed an AMP management programme from IESE, Barcelona.

Mr. Ásmundur Tryggvason, Managing Director Corporate and Investment Banking.

Ásmundur Tryggvason was Executive Director of the Bank's Corporate Finance department from 2012 to 2019. Mr. Tryggvason has also worked in the Bank's Research department, on bond issues, and in business banking. He has also served on the boards of various financial, technology, industrial, telephone and publishing companies. Mr. Tryggvason holds a law degree from the Faculty of Law of the University of Iceland, is a District Court Attorney and has completed a degree in securities trading.

POTENTIAL CONFLICT OF INTEREST

There are no potential conflicts of interest with any of the members of the management or supervisory bodies of the Issuer.

MAJOR SHAREHOLDERS

Íslandsbanki is wholly owned by the Icelandic government and the shares are administered by the Icelandic State Financial Investments.

VOTING RIGHTS

Each Share carries one vote. Accordingly, all shareholders have voting rights in proportion to their percentage of share ownership.

CHANGE IN CONTROL OF THE ISSUER

In January 2016, Glitnir signed an agreement to deliver their 95 per cent. stake to the Icelandic Government as a part of the estate's stability contribution. The Competition Authority confirmed their approval on March 11. The Icelandic Government has stated that they do not intend to be a long-term owner of the Issuer's shares.

DIRECT OR INDIRECT OWNERSHIP OR CONTROL BY INDIVIDUAL SHAREHOLDERS

The Issuer is not directly or indirectly owned or controlled by parties other than the shareholders listed above.

FINANCIAL INFORMATION

IFRS

The Consolidated Financial Statements of the Issuer for the years 2017 - 2018 were prepared in accordance with the International Financial Reporting Standards (IFRS) as adopted by the European Union and additional requirements in the Act on Annual Accounts no. 3/2006, the Act on Financial undertakings no. 161/2002 and rules on accounting for credit institutions.

AUDITORS

Consolidated Financial Statements for 2017 and 2018 were audited by Ernst & Young ehf. Margrét Pétursdóttir was the Issuer's auditor on behalf of Ernst & Young. She is a member in the Institute of State Authorized Public Accountants in Iceland (FLE).

AGE OF LATEST FINANCIAL STATEMENT

The latest audited Consolidated Financial Statements were published on 13 February 2019 and are for the year ended 31 December 2018.

To the Issuer's best knowledge, no significant changes have occurred in the financial position of the Issuer since the end of the last financial period.

EXPLANATORY NOTES

Detailed information regarding the Consolidated Statement of Comprehensive Income, Consolidated Statement of Changes in Equity, and Consolidated Statement of Cash Flow are accessible in the explanatory notes in the relevant financial statements incorporated into this Base Prospectus, by reference².

SELECTED FINANCIAL INFORMATION

Following is a summary of the Issuer's Consolidated Financial Statements. This information should be read together with each Consolidated Financial Statement due to changes in methodology between years. The Consolidated Financial Statements 2016 – 2017 can be found on the Issuer's website: <http://www.islandsbanki.is/english/investor-relations/financials/>.

Profit from the Issuer's operations for the year 2018 amounted to ISK 10,645 million, which corresponds to a 6.1 per cent. return on equity. Issuer equity, according to the Consolidated Financial Position, amounted to ISK 176,313 million at 31 December 2018. The Issuer's total official capital ratio, calculated according to the Act on Financial Undertakings, was 22.2 per cent. and the Tier 1 ratio was 20.3 per cent. Current capital ratios are in excess of both internal and regulatory requirements. The long-term capital target assumes the Issuer maintains a management buffer of about 0.5-2,0% on top of the capital requirement according to SREP results. Based on the 2018 SREP results, this translates to a long-term target total capital ratio of 19.3 – 20.8%. The Issuer's total assets amounted to ISK 1,130,403 million at the end of the year 2018.

² Notes 1 to 76 in the Consolidated Financial Statements 2017 and notes 1 to 72 in the Consolidated Financial Statements 2018.

Consolidated Income Statement

	2018	2017
Interest income*	61,675	56,767
Interest expense	(29,738)	(26,768)
Net interest income	31,937	29,999
Fee and commission income	19,853	20,855
Fee and commission expense	(7,626)	(7,105)
Net fee and commission income	12,227	13,750
Net financial expense	(962)	(715)
Net foreign exchange gain	1	527
Other operating income	1,784	628
Other net operating income	823	440
Total operating income	44,987	44,189
Salaries and related expenses	(15,500)	(15,233)
Other operating expenses	(12,150)	(11,735)
Contribution to the Depositors' and Investors' Guarantee Fund	(1,173)	(1,083)
Bank tax	(3,281)	(2,892)
Total operating expenses	(32,104)	(30,943)
Profit before net impairment on financial assets	12,883	13,246
Net impairment on financial assets	1,584	1,556
Profit before tax	14,467	14,802
Income tax expense	(4,734)	(4,151)
Profit for the year from continuing operations	9,733	10,651
Profit from discontinued operations, net of income tax	912	2,575
Profit for the year	10,645	13,226
*Of which interest income amounting to ISK 59,741 million is calculated using the effective interest method.		
Profit attributable to:		
Shareholders of Íslandsbanki hf.	11,036	13,577
Non-controlling interests	(391)	(351)
Profit for the year	10,645	13,226
Earnings per share from continuing operations		
Basic and diluted earnings per share attributable to the shareholders of Íslandsbanki hf.	1.01	1.10

Consolidated Statement of Financial Position

	31.12.2018	31.12.2017
Assets		
Cash and balances with Central Bank	135,056	189,045
Bonds and debt instruments	69,415	27,090
Shares and equity instruments	13,074	10,177
Derivatives	4,550	2,896
Loans to credit institutions	41,577	26,617
Loans to customers	846,599	755,175
Investments in associates	682	704
Property and equipment	5,271	7,128
Intangible assets	5,002	4,231
Other assets	7,947	9,993
Non-current assets and disposal groups held for sale	1,230	2,766
Total Assets	1,130,403	1,035,822
Liabilities		
Deposits from Central Bank and credit institutions	15,619	11,189
Deposits from customers	578,959	567,029
Derivative instruments and short positions	5,521	5,492
Debt issued and other borrowed funds	300,976	217,748
Subordinated loans	16,216	9,505
Tax liabilities	7,150	7,787
Other liabilities	29,643	35,947
Non-current liabilities and disposal groups held for sale	6	80
Total Liabilities	954,090	854,777
Equity		
Share capital	10,000	10,000
Share premium	55,000	55,000
Reserves	6,499	6,179
Retained earnings	102,496	107,387
Total equity attributable to the equity holders of Íslandebanki hf.	173,995	178,566
Non-controlling interests	2,318	2,479
Total Equity	176,313	181,045
Total Liabilities and Equity	1,130,403	1,035,822

RISK MANAGEMENT

The Issuer is exposed to various risks. The management of these risks is an integral part of the Issuer's operations. The ultimate responsibility for ensuring an adequate risk management framework lies with the Issuer's Board of Directors. The Issuer's Board of Directors defines and communicates the acceptable level of risk through the Issuer's risk management policies. The Issuer's risk management framework and policies are discussed under Notes 47-69 in the 2018 Financial Statements, which are incorporated by reference in this Base Prospectus.

TAXATION

ICELANDIC TAXATION

The comments below are of a general nature based on the understanding of the Issuer of current law and practice in Iceland and should not be construed as providing legitimate expectations as to the system of taxation being described herein or precluding changes in the applicable rules on taxation in the future. They relate only to the position of persons who are the absolute beneficial owners of Bonds to be issued under the Programme. They may not apply to certain classes of persons such as dealers. Prospective holders of Bonds to be issued under the Programme who are in any doubt as to their personal tax position or who may be subject to tax in any other jurisdiction, should consult their professional advisers.

NON-ICELANDIC TAX RESIDENTS

Non-Icelandic residents are not subject to tax on any interest income derived by them from the Bonds provided the Bonds are registered with a securities depository within the Organisation for Economic Co-operation and Development, the European Economic Area or a member of the European Free Trade Association or the Faroe Islands, and the Issuer will register any Bonds issued under the Programme with the Directorate of Internal Revenue in Iceland to exempt the Bonds from such taxation, all in accordance with point 8 of the first Paragraph of Article 3 of Act no 90/2003 on Income Tax. The Issuer will provide a certificate of such tax exemption for each issue of Bonds.

In the event that the Issuer is required to withhold tax then the provisions of Condition 8 will apply and the Issuer will be required to pay additional amounts to cover the amounts so withheld.

Capital gains on the sale of the Bonds are classified as interest and thus are not subject to tax in Iceland.

There are no estate or inheritance taxes, succession duties or gift taxes imposed by Iceland or any authority of, or in, Iceland in respect of the Bonds if, at the time of the death of the holder or the transfer of the Bonds, such holder or transferor is not a tax resident of Iceland.

ICELANDIC TAX RESIDENTS

Beneficial owners of the Bonds that are resident in Iceland for tax purposes are subject to income tax in Iceland on their interest income in accordance with Icelandic tax law. The rate depends on their tax status.

Subject to certain exemptions, applicable to e.g. most banks and pension funds, the Issuer is required to withhold a 22 per cent. tax on the interest paid to the holders of Bonds which is considered a preliminary tax payment but does not necessarily constitute the final tax liability of the holder.

EU SAVINGS DIRECTIVE

Under EU Council Directive 2003/48/EC on the taxation of savings income, Member States are required, from 1 July, 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However,

for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland) with effect from the same date. Iceland is neither a Member State nor has it agreed to adopt similar measures.

DOCUMENTS ON DISPLAY

For the life of this Base Prospectus, the following documents are available for viewing at the Issuer's premises at Hagasmári 3, 201 Kópavogur, Iceland and at the Issuer's website <http://www.islandsbanki.is/english/investor-relations/funding/>

- i. The Base Prospectus, dated 2 April 2019
- ii. All issued Final Terms.
- iii. The Issuer's Articles of Association.
- iv. The Consolidated Financial Statements of the Issuer for the years 2017 and 2018.
- v. Independent Auditors' Reports for the years 2017 and 2018.

Following the publication of this Base Prospectus one or more supplements may be prepared by the Issuer and approved by the FME in accordance with Article 16 of the Prospectus Directive and Article 46 of the Act on Securities Transactions. Statements contained in any such supplements (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus. In the event of any significant factor arising or any material mistake or accuracy relating to the information included in this Base Prospectus which is capable of affecting the assessment of any Bonds or any change in the condition of the Issuer which is material in the context of the Programme or the issue of Bonds, the Issuer will prepare and publish a supplement to this Base Prospectus or publish a new prospectus for use in connection with any subsequent issue of Bonds. Furthermore, the Issuer will, in connection with the listing of the Bonds on NASDAQ Iceland, so long as any Bond remains outstanding and listed on such exchange, in the event of any material adverse change in the financial condition of the Issuer which is not reflected in this Base Prospectus, prepare and publish a further supplement to this Base Prospectus or publish a new prospectus for use in connection with any subsequent issue of the Bonds to be listed on NASDAQ Iceland.

DOCUMENTS INCORPORATED BY REFERENCE

The Consolidated Financial Statements of the Issuer for years 2017 and 2018 and the Independent Auditors' Reports for the years 2017 and 2018 are hereby incorporated into this Base Prospectus, by reference. The Financial Statements and the Independent Auditors' Reports are available for viewing at the Issuer premises at Hagasmári 3, 201 Kópavogur, Iceland and at the Issuer's website <https://www.islandsbanki.is/en/landing/about/investor-relations>.

ISSUER

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