Second Supplement dated 2 February 2023

This document constitutes a supplement (the "**Supplement**") to, forms part of and must be read and construed in conjunction with, the base prospectus dated 21 December 2022 as supplemented on 25 January 2023 (the "**Prospectus**") for the purpose of Article 23 (1) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as amended (the "**Prospectus Regulation**") in relation to the

CEC BANK S.A.
(the "Issuer" or the "Bank")

(*a joint-stock company organised and functioning in accordance with the laws of Romania, administrated in unitary system, with its registered office at 13 Calea Victoriei, 030167 Bucharest, Romania, registered with the Trade Registry under no. J40/155/13.01.1997, sole registration code RO 361897, registered with the Credit Institutions Registry held by the National Bank of Romania under number RB-PJR-40-046 as of 17 September 1999, subscribed and paid-in share capital of RON 2,290,661,600*)

EUR 600,000,000 Euro Medium Term Note Programme
for the issue of Notes
(the "Programme")

This document has been prepared and published for the purposes of updating the Prospectus in respect of certain recent events in connection with the Issuer. As a result, certain modifications to the Prospectus are hereby being made.

This Supplement has been approved by the *Commission de Surveillance du Secteur Financier* of the Grand Duchy of Luxembourg (the "**CSSF**") in its capacity as competent authority under the Prospectus Regulation and the Luxembourg act relating to prospectuses for securities dated 16 July 2019 (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières et portant mise en oeuvre du règlement (UE) 2017/1129*, the "**Luxembourg Prospectus Law**"). The CSSF only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are the subject of the Supplement. Investors should make their own assessment as to the suitability of investing in the Notes. By approving this Supplement, the CSSF assumes no responsibility as to the economic and financial soundness of the transaction and the quality or solvency of the Issuer pursuant to Article 6 (4) of the Luxembourg Prospectus Law.

The Issuer has requested the CSSF to provide the competent authority in Romania with a certificate of approval in accordance with Article 25 (1) of the Prospectus Regulation attesting that this Supplement has been drawn up in accordance with the Prospectus Regulation and the Luxembourg Prospectus Law.

This Supplement will be published in electronic form on the website of the Luxembourg Stock Exchange (www.LuxSE.com) and on the website of the Issuer (https://www.cec.ro/investor-relations-en). For the avoidance of doubt, the content of the aforementioned websites does not form part of this Supplement, unless that information is explicitly incorporated by reference into the Prospectus.

Terms given a defined meaning in the Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

This Supplement does not constitute an offer of, or an invitation by or on behalf of any of the Issuer, the Dealers or the Arranger to subscribe for, or purchase, any Notes.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States of America (the "**United States**", "**U.S.**"). The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")).

Save as disclosed in this Supplement, no significant new fact, material mistake or material inaccuracy relating to the information included in the Prospectus which is capable of affecting the assessment of the Notes issued under the Programme has arisen or been noted, as the case may be, since publication of the Prospectus.

IMPORTANT NOTICE

This Supplement is to be read and construed together with (a) all supplements to the Prospectus and (b) the documents incorporated by reference into the Prospectus. To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Prospectus by this Supplement and (b) any other statement in, or incorporated by reference into, the Prospectus, the statements in (a) above will prevail.

The amendments included in this Supplement shall only apply to any Final Terms, the date of which falls on or after the approval date (i.e., 2 February 2023) of this Supplement.

Neither the Arrangers, the Dealers nor any other person mentioned in the Prospectus or this Supplement (other than the Issuer) has independently verified the information contained in this Supplement, or any Final Terms or any other document incorporated herein by reference. Accordingly, none of these persons makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information contained or incorporated in this Supplement or any other information provided by the Issuer in connection with the Notes. Neither this Supplement nor any other information supplied in connection with the Programme or any Notes nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer or the Dealers that any recipient of this Supplement or any recipient of any other information supplied in connection with the Programme or any Notes or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Supplement and any purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by the Prospectus nor to advise any investor or prospective investor in the Notes of any information coming to the attention of any of the Dealers.

Neither this Supplement nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Notes.

RESPONSIBILITY STATEMENT

The Issuer with its registered office at Calea Victoriei 13, 030167 Bucharest, Romania, accepts responsibility for the information contained in this Supplement.

The Issuer declares that, to the best of its knowledge, the information contained in this Supplement is in accordance with the facts and that this Supplement makes no omission likely to affect its import.

SELLING RESTRICTIONS

The distribution of this Supplement and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Supplement comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restriction.

For a description of certain restrictions on offers and sales of the Notes and on the distribution of this Supplement and the Prospectus, see "*Subscription and Sale*" in the Prospectus.

<p style="text-align: center;">**SUPPLEMENTAL INFORMATION**</p>

The following significant new factors relating to the information included in the Prospectus which are capable of affecting the assessment of the Notes, have arisen:

Terms and Conditions – Option III – Terms and Conditions for Eligible Notes

On page 141, the following shall be inserted after the second paragraph starting with "["**Margin**" corresponds to a surcharge (…)" and ending with "(…) as [•]] [**insert further**].]" and prior to the instruction wording "[Continuation of general terms and conditions for floating interest:"

[*In case of Notes with Fixed to [Fixed] [Floating] interest rates, insert*:

"(1)   *Fixed Interest.*

(a)   *Rate of Interest, Fixed Interest Period[s], Interest Exchange Day*. The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Fixed Interest Period[s] from (and including) [**insert interest commencement date**] (the "**Interest Commencement Date**") to (but excluding) the [*in case of no adjustment of Fixed Interest Period insert*: [first] [•] [last] Fixed Coupon Date] [, i.e. [**insert date**]] [*in case of an adjustment of Fixed Interest Period insert:* [first] [•] [last] Fixed Interest Payment Date] (the "**Fixed Interest Rate Period**").

[A][The] "**Fixed Interest Period**" is respectively from (and including) the Interest Commencement Date to (but excluding) the [*in case of no adjustment of Interest Period insert*: [first] [Fixed Coupon Date] [or] [Interest Exchange Day]] [*in case of an adjustment of Fixed Interest Period insert:* [first] [Fixed Interest Payment Date] [or] [Interest Exchange Day]] [and thereafter from (and including) each [*in case of no adjustment of Fixed Interest Period insert:* Fixed Coupon Date] [*in case of an adjustment of Fixed Interest Period insert:* Fixed Interest Payment Date] to (but each excluding) [*in case of no adjustment of Fixed Interest Period insert:* the next following Fixed Coupon Date or Interest Exchange Day, as the case may be] [*in case of an adjustment of Fixed Interest Period insert:* next following Fixed Interest Payment Date or Interest Exchange Day, as the case may be]].

"**Interest Exchange Day**" means [the [last] Fixed Coupon Date,] i.e. [**insert date**] [the Fixed Interest Payment Date relating to the [last] Fixed Coupon Date i.e. [**insert [last] Fixed Coupon Date**]].

The Fixed Interest Period[s] will be [un]adjusted.

[*In case of one interest rate for the entire Fixed Interest Rate Period, insert:* The rate of interest for the Fixed Interest Rate Period is [**insert Rate of Interest**]% [*per annum*] [**insert other period**] (the "**Fixed Interest Rate**").]

[*In case of several interest rates during the Fixed Interest Rate Period, insert:* The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Commencement Date to the [first][Fixed Coupon Date][Fixed Interest Payment Date] [**insert Rate of Interest**]% [*per annum*] [,][and] [for the [n-th] Fixed Interest Period from the [**insert relevant Fixed Coupon Date**][**insert relevant Fixed Interest Payment Date**] to the [**insert relevant Fixed Coupon Date**][**insert relevant Fixed Interest Payment Date**] [**insert Rate of Interest**]% [*per annum*]] [,][and] [**insert further/other period**] (the relevant "**Fixed Interest Rate[s]**")].]

(b)   *Fixed Coupon Date[s], Fixed Interest Payment Date[s]*. Fixed interest shall be payable in arrear. [Fixed Coupon Dates are [in each case] on [**insert Fixed Coupon Date(s)**] [in each year] (each such date a "**Fixed Coupon Date**") and remain always unadjusted.] [Fixed Coupon Date is on [**insert Fixed Coupon Date**] (the "**Fixed Coupon Date**") and it remains unadjusted.]

[The first Fixed Coupon Date shall be on [**insert first Fixed Coupon Date**]. The last Fixed Coupon Date [**insert last Fixed Coupon Date**].]

Fixed interest on the Notes shall be payable on [each][the] Fixed Interest Payment Date.

"**Fixed Interest Payment Date**" means such Business Day, on which the fixed interest is in fact due and payable. The Fixed Interest Payment Date may fall on a Fixed Coupon Date or may shift to the appropriate Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(6)] (Business Day Convention).

[*In the case of short/long Fixed Interest Period insert:* The [first] [last] Fixed Interest Period is [shortened] [extended]; [first Fixed Coupon Date is: [**insert first Fixed Coupon Date**]] [last Fixed Coupon Date is: [**insert last Fixed Coupon Date**]].]

(c)   *Calculation of Fixed Interest for Partial Periods*. If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(d)   *Day Count Fraction for Fixed Interest Periods of Notes with Fixed to [Fixed] [Floating] interest rates.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

[*If Actual/Actual (ICMA Rule 251) is applicable, insert:*

The Calculation Period will be calculated on the following basis:

(a)   if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(b)   if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:

   (i)   the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year][; and

   (ii)   the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"**Determination Period**" means the period from and including [**insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)**] in any year to but excluding the next [**insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)**] (Actual/Actual (ICMA Rule 251)).]

[*If Actual/Actual (ISDA), insert*:

the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365) (**Actual/Actual (ISDA)**).]

[*If Actual/365 (Fixed), insert*:

the actual number of days in the Calculation Period divided by 365. (**Actual/365 (Fixed)**).]

[*If Actual/360, insert*:

the actual number of days in the Calculation Period divided by 360 (**Actual/360)**.]

[*If 30/360 or Bond Basis, insert*:

the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30/360 or Bond Basis**).]

[*If 30E/360 or Eurobond Basis, insert*:

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation 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) (**30E/360 or Eurobond Basis**).]

[*If 360/360, insert*:

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months **(360/360)**.]

[(2)]   [*Floating Interest.*

(a)   *Rate of Interest, Floating Interest Period[s], Floating Interest Payment Date[s].* The Notes shall bear interest in arrear based on their principal amount during the Floating Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the [*in case of no adjustment of Floating Interest Period insert:* [last] Floating Coupon Date] [*in case of an adjustment of Floating Interest Period insert:* Maturity Date (as defined in § 6(1))].

[A][The] "**Floating Interest Period**" is [respectively] from (and including) the Interest Exchange Day to (but excluding) the [*in case of no adjustment of Floating Interest Period insert:* [first] Floating Coupon Date] [*in case of an adjustment of Floating Interest Period insert:* [first] Floating Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [*in case of no adjustment of Floating Interest Period insert:* Floating Coupon Date] [*in case of an adjustment of Floating Interest Period insert:* Floating Interest Payment Date] to (but each excluding) [*in case of no adjustment of Floating Interest Period insert:* the next following Floating Coupon Date or last Floating Coupon Date] [*in case of an adjustment of Floating Interest Period insert:* the next following Floating Interest Payment Date or the Maturity Date]].

The Floating Interest Period[s] will be [un]adjusted.

(b)   *Floating Coupon Date[s].* Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear. ["**Floating Coupon Dates**" are in each case on [**insert floating coupon dates**] [in each year] (each such date a "**Floating Coupon Date**") and always remain unadjusted.]

["**Floating Coupon Date**" is the [**insert floating coupon date**] and it always remains unadjusted.]

[The first Floating Coupon Date shall be on [**insert first Floating Coupon Date**]. The last Floating Coupon Date shall be on [**insert last Floating Coupon Date**].]

(c)   *Floating Interest Payment Date[s].*

Interest on the Notes shall be payable on [each][the] Floating Interest Payment Date.

"**Floating Interest Payment Date**" means such Business Day, on which the floating interest is in fact due and payable. The Floating Interest Payment Date may fall on the Floating Coupon Date or may shift to the appropriate Business Day – if the Floating Coupon Date falls on a day which is not a Business Day based on the application of the adjustment provision as set out in § 5[(6)] (Business Day Convention).

[*In the case of short/long Floating Interest Periods insert:* The [first] [last] Floating Interest Period is [shortened] [extended]; [first Floating Coupon Date is: [**insert first Floating Coupon Date**] [("**First Coupon Date**")]] [last Floating Coupon Date is: [**insert last Floating Coupon Date**] [("**Last Coupon Date**")]].]

[**Options for various Reference Rates regarding the floating rate of interest:**

[*In case the floating rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:*

(d)   *Floating Rate of Interest*. The floating rate of interest (the "**Floating Rate of Interest**") for [the][each] Floating Interest Period will be, except as provided below,

[*For EURIBOR or another Reference Interest Rate other than a compounded daily overnight reference rate, insert:*

the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00% *per annum*, a Reference Interest Rate of 0.00% *per annum* will be applied,] [*in case of multiplication with a factor, insert:*, multiplied by the [positive][negative] Factor [and subsequently]] [*in case of a Margin, insert***:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [*per annum*] [**insert other time period**].]

[*For Compounded Daily €STR or another compounded daily overnight reference rate, insert:*

the Compounded Daily [**insert relevant overnight reference rate**] calculated on a compounded basis for the relevant Interest Period in accordance with the formula below on the [Interest Determination Date] [Reference Rate Determination Date] [Observation Day] [**determine other day**] (as defined below) [, whereby a Compounded Daily [**insert relevant overnight reference rate**] of 0.00% *per annum* will be applied, should such Compounded Daily [**insert relevant overnight reference rate**] be below 0.00% *per annum*,] [*in case of multiplication with a factor, insert:*, multiplied by the [positive][negative] Factor [and subsequently]] [*in case of a Margin insert***:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [*per annum*] [**insert other time period**].

The Compounded Daily [**insert relevant overnight reference rate**] means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant [Interest Determination Date] [Reference Rate Determination Date] [Observation Day] [**determine other day**] as follows, and the resulting percentage will be rounded, if necessary, to the [fifth] [●] decimal place, with [0.000005] [●]% being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{r_{i-pBD}\times n_i}{D}\right)-1\right]\times\frac{D}{d}$$

"**Applicable Period**" means [*if the Observation Method is lag*: the Interest Period][*if the Observation Method is observation shift*: the Observation Period].

"**BD**" means a Business Day.

"**D**" means [**insert the relevant number of days**] and represents the number of days in the year used for the calculation of the Rate of Interest.

"**d**" means, for the relevant Applicable Period, the number of calendar days in such Applicable Period.

"d_o" means, for the relevant Applicable Period, the number of Business Days in such Applicable Period.

"i" means for the relevant Applicable Period, a series of whole numbers from one to "d_o", each representing the relevant Business Day in chronological order from, and including, the first Business Day in such Applicable Period.

"n_i" for any Business Day "i" in the Applicable Period, means the number of calendar days from, and including, such Business Day "i" up to but excluding the following Business Day.

"**Observation Method**" means [lag][observation shift].

"**Observation Period**" means, in respect of the relevant Interest Period, the period from, and including, the date falling "p" Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "p" Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"p" means, for any Applicable Period, [**insert number**] Business Days (provided that "p" shall not be less than five Business Days without the prior written agreement of the Calculation Agent or, if no such number is specified five Business Days).

"r" means:

[where "**[insert other compounded daily overnight reference rate]**" is specified as the relevant overnight reference rate in respect of any Business Day, the [other compounded daily overnight reference rate] in respect of such Business Day.]

[where "**€STR**" is specified as the relevant overnight reference rate, in respect of any Business Day, the €STR in respect of such Business Day.]

"$r_{(i-pBD)}$" means the applicable Reference Rate as set out in the definition of "r" above for, [*where lag is specified as the Observation Method*: the Business Day (being a Business Day falling in the relevant Observation Period) falling "p" Business Days prior to the relevant Business Day "i".][*otherwise:* the relevant Business Day "i".]]

[*In the case of short/long first Floating Interest Period and if interpolation is applicable, insert:*

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period. Provided, however, that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall calculation the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer, and such Independent Adviser acting in good faith and in a commercially reasonable manner, determines appropriate.)]

[*In the case of short/long last Floating Interest Period and if interpolation is applicable, insert:*

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period. Provided, however, that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall calculation the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser

appointed by the Issuer, and such Independent Adviser acting in good faith and in a commercially reasonable manner, determines appropriate.)]

["**Factor**" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [**insert number**] [**insert further**].]

["**Margin**" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] [Interest Period] as [●]] [for the [●] [Interest Period] as [●]] [**insert further**].]]

(e)   *Day Count Fraction for Floating Interest Periods of Notes with Fixed to Floating interest rates.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

[*If Actual/Actual (ICMA Rule 251) is applicable, insert:*

The Calculation Period will be calculated on the following basis:

(a)   if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(b)   if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:

(i)   the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year][; and

(ii)   the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"**Determination Period**" means the period from and including [**insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative**)]] in any year to but excluding the next [**insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative**)] (Actual/Actual (ICMA Rule 251)).]

[*If Actual/Actual (ISDA), insert*:

the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365) (**Actual/Actual (ISDA)**).]

[*If Actual/365 (Fixed), insert*:

the actual number of days in the Calculation Period divided by 365. (**Actual/365 (Fixed)**).]

[*If Actual/360, insert*:

the actual number of days in the Calculation Period divided by 360 (**Actual/360**).]

[*If 30/360 or Bond Basis, insert*:

the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the

Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30/360 or Bond Basis**).]

[*If 30E/360 or Eurobond Basis, insert*:

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation 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) (**30E/360 or Eurobond Basis**).]

[*If 360/360, insert*:

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months (**360/360**).]]"