

## ADDENDUM I

- to the Programme of EFG Financial Products AG and EFG Financial Products (Guernsey) Ltd dated 6 June 2012 (the “Programme”) regarding
- a) the **deletion of EFG Financial Products AG as Issuer and Guarantor** due to organisational changes,
  - b) the **renaming of EFG Financial Products (Guernsey) Ltd**
  - c) the **insertion of a new paragraph** in section “Redemption of Structured Products” and
  - d) the **extension of the current Exchange Business Day definition**
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### IMPORTANT NOTE

Change **a**) of this Addendum (Deletion of EFG Financial Products AG as Issuer and Guarantor) applies only to Products that are

1. issued by EFG Financial Products AG, Zurich, and
2. whose Initial Fixing Date is equal to or after the date of this Addendum.

For all other Products issued by EFG Financial Products AG, Zurich, and all Products issued by EFG Financial Products (Guernsey) Ltd., the terms and conditions of the Programme will remain in full force, in particular the Issuer will be unchanged and the Products will still benefit from the Guarantee, if such is applicable according to the respective Final Termsheet.

Changes b), c) and d) of this Addendum are applicable to all Products.

### REASONS FOR THIS ADDENDUM:

- a) EFG Financial Products AG, Zurich, is deleted from the Programme as an Issuer and Guarantor due to organisational changes within EFG Group.
- b) EFG Financial Products (Guernsey) Ltd was renamed to EFG International Finance (Guernsey) Ltd on 4 October 2012.
- c) Clarification of redemption provisions in case of expiry before the Issue Date.
- d) Clarification of Exchange Business Day definition, esp. regarding FX/Commodity Products.

### CHANGES TO THE PROGRAMME

#### General changes throughout the Programme:

All references to the Issuer in plural form (i.e. Issuers, the relevant Issuer) are changed to the singular form (i.e. Issuer, the Issuer).

Throughout the Programme, the name of the Issuer has been changed from EFG Financial Products (Guernsey) Ltd (“EFGFP LTD”) to new **EFG International Finance (Guernsey) Ltd (“EFGIF LTD”)**.

#### Specific changes in the following sections:

The introduction to the Programme (pages 1 and 2) are amended as shown in Annex A.

Section “4.9 Legal, Regulatory, and Reputational Risks” in chapter “Risk Factors” is amended according to [Annex B](#).

Section “4. Risk Factors relating to the Issuer and/or the Guarantor and/or EFG Group” is amended by a new paragraph 4.11 as shown in [Annex C](#).

The definition of “Exchange Business Day” in section “1. Definitions” in chapter “General Terms and Conditions” is amended as shown in [Annex D](#).

The definition of “Guarantor” in section “1. Definitions” in chapter “General Terms and Conditions” is amended as shown in [Annex E](#).

The definition of “Issuer” in section “1. Definitions” in chapter “General Terms and Conditions” is amended as shown in [Annex F](#).

Paragraph 8 “Redemption of Structured Products” is amended by a new paragraph 8.11 as shown in [Annex G](#).

Section “18. Purchase by the Issuer” is amended as shown in [Annex H](#).

Section “19. Notices” is amended as shown in [Annex I](#).

Section “1. Collateralization of Structured Products that are collateralized in accordance with the terms of the SIX Swiss Exchange “Framework Agreement for Collateral Secured Instruments” (“COSI Products”)” and Section “2. Documentation” of chapter “III Collateral Secured Instruments (COSI) are amended as shown in [Annex J](#).

Chapter “IV Organisational Chart of EFG Group” is replaced by [Annex K](#).

Chapter “EFG Financial Products AG” is deleted.

Chapter “EFG Financial Products (Guernsey) Ltd” is replaced by [Annex L](#).

Paragraph “Structured Products” in the Business Overview of Chapter “EFG International AG” is amended as shown in [Annex M](#).

Paragraph “Structured Products” in the Business Overview of Chapter “EFG Bank AG” is amended as shown in [Annex N](#).

The Guarantee under “Guarantee of EFG International AG” has been amended as shown in [Annex O](#).

The Guarantee under “Guarantee of EFG Bank AG” has been amended as shown in [Annex P](#).

The Guarantee under “Guarantee of EFG Financial Products AG” has been deleted.

The Payment Undertaking under “Payment Undertaking of EFG Bank AG” has been amended as shown in [Annex Q](#).

Chapter “XIII General Information” will be replaced as shown in [Annex R](#).

The address table at the end of the Programme will be replaced by the table as provided in Annex S.

This Programme is dated as of 6 June 2012



**EFG INTERNATIONAL FINANCE (GUERNSEY) LTD**

*(Incorporated in Guernsey)*

**Derivative Programme**

Optionally guaranteed by

**EFG INTERNATIONAL AG**

*(Incorporated in Switzerland)*

or

**EFG INTERNATIONAL AG**

*(Incorporated in Switzerland)*

with

**EFG BANK AG**

*(Incorporated in Switzerland)*

as Payment Undertaker

or

**EFG BANK AG**

*(Incorporated in Switzerland)*

Under the terms of its Derivative Programme (the "**Programme**") EFG International Finance (Guernsey) Ltd (the "**Issuer**" or "**EFGIF LTD**") may from time to time issue structured products and warrants in securitized or uncertificated form (the "**Products**").

The Products may include, but not be limited to, warrants (the "**Warrants**") and structured products (the "**Structured Products**"). The Structured Products may include certificates (the "**Certificates**"), notes (the "**Notes**"), units (the "**Units**"), reverse convertibles (the "**Reverse Convertibles**") or any other form of structured products based on any kind of underlying, including but not limited to shares, depositary receipts, indices, currencies, interest rates, commodities and baskets thereof or a combination thereof.

The Products will be issued based (i) on the information set out in this Programme, including the General Terms and Conditions (the "**General Terms and Conditions**"), as amended from time to time, and (ii) on the relevant final termsheet of each Product (the "**Final Termsheet**"), together they form the product documentation ("**Product Documentation**"). The Programme and the relevant Final Termsheet shall form the entire documentation for each Product and should always be read in conjunction with each other. In case of inconsistencies between the General Terms and Conditions and the Final Termsheet, the Final Termsheet shall prevail.

All Products of EFG Financial Products Ltd ("**EFGIF LTD**") that are listed at SIX Swiss Exchange are guaranteed by either EFG International AG ("**EFGI**") or EFG Bank AG ("**EFGB**"), as specified in the Final Termsheet (each a "**Guarantor**"). Products of EFGIF LTD that are not listed at SIX Swiss Exchange are only guaranteed if the Final Termsheet expressly indicates a Guarantor. Unless indicated otherwise, the term "**Guarantor**" is used interchangeably for EFGI and EFGB. In addition, EFGB may, where specified in the Final Termsheet, act as Payment Undertaker for any of the Products guaranteed by EFGI.

**Prospective Investors (as defined in section "Risk Factors" hereafter) should ensure that they understand the nature of the relevant Products and the extent of their exposure to risks and they should consider the suitability of the relevant Products as an investment in the light of their own circumstances and financial condition. Products involve a high degree of risk, including the potential risk of expiring worthless. Potential Investors should be prepared in certain circumstances to sustain a total loss of the capital invested to purchase Products. See section "Risk Factors" herein and any additional risk factors as set out in the relevant Final Termsheet.**

**Lead Manager  
EFG Financial Products AG**

### 4.9 Legal, Regulatory, and Reputational Risks

As of September 2005, EFG International AG became regulated by the FINMA as a consolidated supervised entity, and as such, it is subject to group-wide supervision and examination by the FINMA, and accordingly, it is subject to minimum capital requirements on a consolidated basis.

EFG Bank AG is supervised by the FINMA as a regulated entity and, as such, it is subject to bank-wide supervision and examination by the FINMA, and accordingly, EFG Bank AG is subject to minimum capital requirements.

Violation of applicable regulations could result in legal and/or administrative proceedings, which may impose censures, fines, cease-and-desist orders or suspension of a firm, its officers or employees. The scrutiny of the financial services industry has increased over the past several years, which has led to increased regulatory investigations and litigation against financial services firms.

Legislation and rules adopted both in Switzerland and around the world have imposed substantial new or more stringent regulations, internal practices, capital requirements, procedures and controls and disclosure requirements in such areas as financial reporting, corporate governance, auditor independence, equity compensation plans, restrictions on the interaction between equity research analysts and investment banking employees and money laundering. The trend and scope of increased compliance requirements may require EFG Group (including the Issuer and the Guarantor) to invest in additional resources to ensure compliance.

The trend and scope of increased compliance requirements has increased costs necessary to ensure compliance. The EFG Group's reputation is critical in maintaining the EFG Group's relationships with clients, Investors, regulators and the general public, and is a key focus in the EFG Group's risk management efforts.

EFG Group is involved in a number of judicial, regulatory and arbitration proceedings concerning matters arising in connection with the conduct of its business.

**4.11 Risks relating to White Labelling**

The Issuer has entered into a white labelling agreement with EFG Financial Products AG, Guernsey Branch (see organizational chart in Annex K) pursuant to which EFG Financial Products AG, Guernsey Branch (also with the assistance of its head office) services the legacy portfolio of products issued by the Issuer prior to its transfer to EFGI and shall be white labelling partner for the issuance of new products issued by the Issuer and guaranteed by EFGI. The Issuer's reputation and future results of operations may be adversely affected if EFG Financial Products AG were temporarily or definitively no longer able to provide the required services.

"**Exchange Business Day**" means if not otherwise specified in the Final Termsheet:

- (i) in respect of Products with a Share as Underlying a Trading Day on which the Related Exchange is operating, on which the relevant Share is quoted on the Related Exchange and on which such futures or options on the relevant Share (if any) are traded on the Futures and Options Exchange, subject to the provisions set forth in the section headed 'Market Disruption Event'
- (ii) in respect of Products with an Index as Underlying a day, on which the relevant Index is calculated by the Relevant Party or the Index Third Party and announced by the Announcing Party or the Announcing Third Party, subject to the provisions set forth in the section headed 'Market Disruption Event'.
- (iii) in respect of Products with any Underlying other than an Index or a Share, if the value of such Underlying is determined:
  - a. by way of a reference to a publication of an official fixing, a day on which such fixing is scheduled to be determined and published by the respective fixing sponsor, subject to Market Disruption Events;
  - b. by way of reference to an official cash settlement price, a day, on which such official cash settlement price is scheduled to be determined and published by the respective exchange or any other official announcing party, subject to Market Disruption Events;
  - c. by way of reference to a price or value source including but not limited to information providers such as Reuters, Bloomberg or WM Company PLC and the respective pages on their systems, a day, on which such price or value source still exists and officially provides for the respective price or value, subject to Market Disruption Events;
  - d. by way of reference to an official settlement price (e.g. for a futures contract being the Underlying), a day, on which the Related Exchange is scheduled to be open for trading for its respective regular trading session, notwithstanding any such Related Exchange closing prior to its scheduled closing time.
  - e. by the Calculation Agent at a specific time on a specific date, without reference to any source, a day on which the Calculation Agent can enter into a spot transaction with another counterparty, depending on both parities' respective opening hours.

"**Guarantor**" means either EFG International AG or EFG Bank AG, as specified in the Final Termsheet.

"**Issuer**" means EFG International Finance (Guernsey) Ltd as described in the Final Termsheet.

**8.11 Cash Settlement or Delivery of Underlying prior to the Issue Date**

In cases where a stop loss, early redemption, knock-out or any other event has occurred before the Issue Date that leads to an expiry of the Product, the Cash Settlement or Delivery of Underlying will in any case be on or after the Issue Date i.e. after the initial settlement has been processed successfully, but no later than 5 Business Days following the Issue Date, subject to Market Disruption and Settlement Disruption Event provisions.

**8.12 Dividends**

*These General Terms and Conditions 8.11 are applicable only in relation to Structured Products related to a Share and to Structured Products related to a Basket of Shares.*

Provided that the Investor is entitled to any dividend payments relating to a Share, as stated in the Final Termsheet, and in the event that the relevant Company has declared a dividend in respect of its Shares and the first date on which such Shares are quoted ex-dividend on the Exchange falls (a) in the case of cash settlement, on or prior to the relevant Final Fixing Date (except where the Final Fixing Date is the Redemption Date) or (b) in the case of Delivery of Underlying, on or prior to the Redemption Date, then, as the case may be:

- (i) in the case of cash settlement, the Redemption Amount related to such Share shall, in case such dividend has not been paid out separately, be increased by a cash amount equal to such dividends attributable to such Share less the amount equal to the value of any related tax credit(s); or
- (ii) in the case of Delivery of Underlying for Structured Products related to a Share, the Investor will be entitled to receive a cash amount equal to such dividends attributable to the number of Shares to which such Structured Products relate on the relevant Redemption Date less the amount equal to the value of any related tax credit(s).

All Shares delivered upon redemption of the Structured Products shall be fully-paid up Shares and shall entitle the holders thereof to participate in full in all dividends and other distributions paid or made on the Shares after the delivery thereof.

**18. PURCHASE BY THE ISSUER AND/OR THE LEAD MANAGER**

The Issuer and/or the Lead Manager or any of their affiliates may at any time purchase Products of any issue at any price in the open market or otherwise. Such Products may, at the option of the Issuer and/or Lead Manager or, as the case may be, the relevant affiliate, be held, resold or cancelled or otherwise dealt with. No Product that has been exercised or purchased and cancelled may be re-issued.

**19. NOTICES**

Notices to Investors relating to listed Products will be published in accordance with the regulations of the SIX Swiss Exchange, as in force from time to time, on the SIX Swiss Exchange website [www.six-swiss-exchange.com/news/official\\_notices](http://www.six-swiss-exchange.com/news/official_notices), on the relevant Termsheet on the website [www.efgfp.com](http://www.efgfp.com) under the section “Products” or, in any other form as permitted by the rules and regulations of the SIX Swiss Exchange.

Notices to Investors relating to the Issuer and/or Guarantor will be published under the section “News” on [www.efginternational.com](http://www.efginternational.com), and/or under “About us” on the website [www.efgfp.com](http://www.efgfp.com).

Notices to Investors of non listed Products may be published, as specified in the applicable Final Termsheet, in newspapers, on a website or otherwise.

**1. COLLATERALIZATION OF STRUCTURED PRODUCTS THAT ARE COLLATERALIZED IN ACCORDANCE WITH THE TERMS OF THE SIX SWISS EXCHANGE “FRAMEWORK AGREEMENT FOR COLLATERAL SECURED INSTRUMENTS” (“COSI PRODUCTS”)**

COSI Products are collateralized in accordance with the terms of the SIX Swiss Exchange «Framework Agreement for Collateral Secured Instruments». The Issuer and EFG Financial Products AG («Collateral Provider») undertake to secure the value of the COSI Product at any given time as well as the further claims listed in the Framework Agreement.

Security must be provided to SIX Swiss Exchange in the form of a regular right of lien. The collateral is booked to a SIX Swiss Exchange account with SIX SIS. Investors do not themselves have a surety right to the collateral. The COSI Products and the collateral shall be valued on each banking day. The Collateral Provider shall be obliged to adjust the collateral to any changes in value. Permitted forms of collateral shall be selected by SIX Swiss Exchange on an ongoing basis from various categories of security. The issuer shall, upon enquiry, inform investors about the collateral that is permitted as security for the COSI Product at any given time. The Collateral Provider shall pay SIX Swiss Exchange a fee for the service regarding the collateralization of the COSI Product. A change of Collateral Provider shall be notified in accordance with the provisions of this Programme.

**2. DOCUMENTATION**

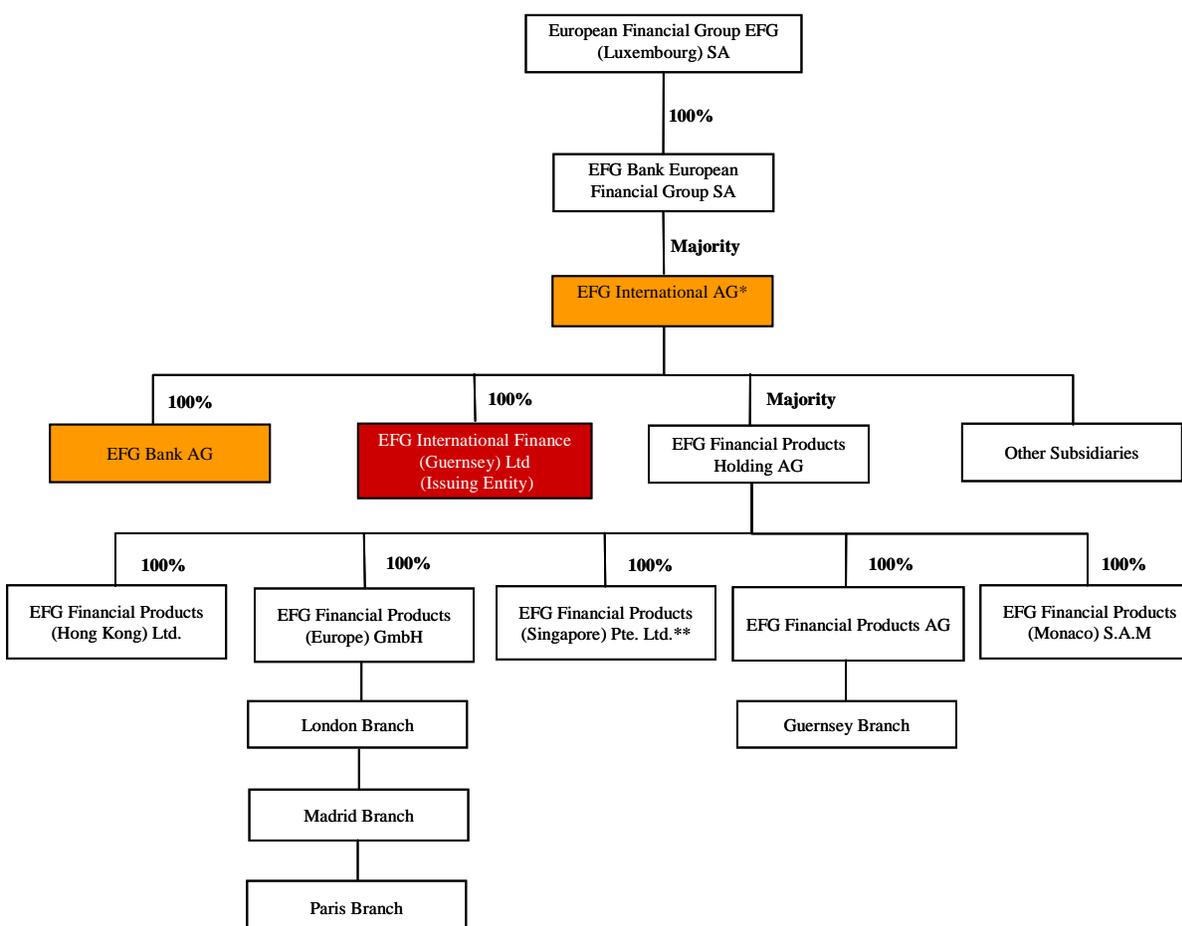
The collateralization in favor of SIX Swiss Exchange is based on the «Framework Agreement for Collateral Secured Instruments» between SIX Swiss Exchange, SIX SIS, the issuer and the Collateral Provider dated 10 September 2010 («Framework Agreement»). The investor is not party to the Framework Agreement. The Framework Agreement constitutes an integral part of this Programme. In the event of any contradiction between the provisions of this Programme and the Framework Agreement, the Framework Agreement takes precedence. The issuer shall, upon request, provide the Framework Agreement to investors free of charge in the original German version or in an English translation. The Framework Agreement may be obtained from EFG Financial Products AG at Brandschenkestrasse 90, Postfach 1686, 8027 Zurich, Switzerland via telephone +41 (0)58 800 1000, fax +41 (0)58 800 1010 or via e-mail [termsheet@efgfp.com](mailto:termsheet@efgfp.com). The core elements of collateralization of the COSI Products are summarized in a SIX Swiss Exchange information sheet, which is available at [www.six-swiss-exchange.com](http://www.six-swiss-exchange.com).

#### IV ORGANISATIONAL CHART OF EFG GROUP

The Issuer EFG International Finance (Guernsey) Ltd ("EFGIF LTD"), is a fully owned subsidiary of EFG International AG ("EFGI"). EFGI also fully owns EFG Bank AG ("EFGB"). EFG International AG's principal shareholder is EFG Bank European Financial Group SA, a Swiss-registered bank, which is wholly owned by European Financial Group EFG (Luxembourg) SA (European Financial Group EFG (Luxembourg) SA together with its subsidiaries the, "EFG Group"), whose ultimate beneficiaries are Latsis family interests.

The below table provides a summary group chart.

#### EFG Group: Organization Chart



\* Listed on the SIX Swiss Exchange (supervised on a consolidated basis by FINMA).

\*\* Capital Markets Service licence application filed with Monetary Authority Singapore

**V EFG INTERNATIONAL FINANCE (GUERNSEY) LIMITED**

**INCORPORATION AND DURATION**

EFG INTERNATIONAL FINANCE (GUERNSEY) LTD was incorporated (under its former name EFG Financial Products (Guernsey) Ltd) as a limited liability company under the laws of Guernsey in Greffe, Guernsey, on November 16, 2007 for an unlimited duration. EFGIF LTD is registered on the Records of the Island of Guernsey under Certificate of Registration number 48057.

The founding shareholders of EFGIF LTD were First Ovalap Limited, St. Peter Port, Guernsey, and Second Ovalap Limited, St. Peter Port, Guernsey.

**REGISTERED OFFICE**

The registered office of EFGIF LTD is at EFG House, St Julian's Avenue, St Peter Port, Guernsey, GY1 1GZ, Channel Islands, and the telephone number is +44 1481 749 333.

**STATUTORY AUDITORS**

PricewaterhouseCoopers, CI LLP, PO Box 321, Royal Bank Place, 1 Gategny Esplanade, St Peter Port, Guernsey, Channel Islands GY1 4ND.

**SUPERVISION**

EFGIF LTD is not subject to supervision in Guernsey. However, as a subsidiary of the Guarantor EFGIF LTD falls within the consolidated regulatory supervision of the Guarantor by the Swiss Financial Market Supervisory Authority ("FINMA").

**PURPOSE AND BUSINESS**

According to Article 3 of the Memorandum of Association of EFGIF LTD, the objects for which EFGIF LTD is established are:

1. To issue, promote and distribute unsecured debt and similar securities, including, but not limited to certificates, notes, bonds or other derivative instruments and warrants, deriving their value from any underlying asset class, and to apply the proceeds of such issues for general corporate purposes of EFGIF LTD;
2. To advance, deposit or lend money, securities and property to or with such persons and on such terms as may seem expedient; to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or documents;
3. To guarantee or become liable for the payment of money or the performance of any obligations, and generally to transact all kinds of guarantee business; also to transact all kinds of trust and agency business;

4. To carry on business as a general commercial company; and
5. To do all such other things as EFGIF LTD may think incidental to or connected with any of the above objects or conducive to their attainment or otherwise likely in any respect to be advantageous to EFGIF LTD.

## **SHARE CAPITAL**

As at the date hereof, the share capital of EFGIF LTD amounts to CHF 5'000'000 divided into 5'000'000 shares with a face value of CHF 1.00 each; the shares are fully paid-in.

The share capital is held in its entirety by EFG International AG.

## **BUSINESS OUTLOOK**

EFGIF LTD's primary business is the structuring, issuance and sale of financial products, such as certificates, notes, bonds, warrants and other derivative instruments. EFGIF LTD has entered into a white labelling agreement with EFG Financial Products AG, Guernsey Branch pursuant to which EFG Financial Products AG, Guernsey Branch services the legacy portfolio of products issued by EFG FP Ltd. prior to its transfer to EFGI and shall be the white labelling partner for the issuance of new products issued by EFGIF LTD and guaranteed by EFGI.

## **RECENT DEVELOPMENTS**

EFG International Finance (Guernsey) Ltd (formerly a subsidiary of EFG Financial Products Holding AG) was fully taken over by EFG International AG as of 4 October 2012. As of the same date the company was renamed from EFG Financial Products (Guernsey) Ltd to EFG International Finance (Guernsey) Ltd.

The business description contained herein is accurate at the date of this Programme.

## **MATERIAL CHANGES SINCE DECEMBER 2011**

There has been no material change in the financial position of EFGIF LTD since the end of the last business year on 31 December 2011.

## **BOARD OF DIRECTORS**

### *Board of Directors*

The Board of Directors is responsible for the management of EFGIF LTD's business.

The Board of Directors currently comprises three members (including the Chairman) all of whom are non-executive directors.

<b>Name</b>	<b>Position held</b>
David Gerard Gardner	Chairman
Christopher Paul Rowe	Director
Sandro Fabio Dorigo	Director

The business address of the directors of EFGIF LTD is EFG House, St Julian's Avenue, St Peter Port, Guernsey, GY1 1GZ.

*Structured Products*

The Group offers clients a selection of structured products. These products are often developed because of the needs of a particular client and, if the products are successful, may be offered to other clients. Structured products are typically notes containing embedded derivatives with specified risk and return characteristics. Structured products offered by the Group may be linked to equities, interest rates, foreign exchange rates, commodities, credit and other underlying rates or prices. These products (including their derivative elements) are issued by large third party financial institutions or by EFGIF LTD or other group companies.

*Structured Products*

EFGB offers clients a selection of structured products. These products are often developed because of the needs of a particular client and, if the products are successful, may be offered to other clients. Structured products are typically notes containing embedded derivatives with specified risk and return characteristics. Structured products offered by the EFGB may be linked to equities, interest rates, foreign exchange rates, commodities, credit and other underlying rates or prices. These products (including their derivative elements) are issued by large third party financial institutions or by group entities in accordance with this Programme.

*This Guarantee applies only to Products that are issued by the Issuer under this Programme and that are guaranteed by **EFG International AG**, as specified in the respective Final Termsheet.*

**VIII GUARANTEE OF EFG INTERNATIONAL AG**

**Guarantee Agreement**

(the "Guarantee")

entered into as of 5 October 2012

effective as of 5 October 2012

by and between

**EFG INTERNATIONAL AG**

being a stock corporation with limited liability, duly organized and existing under the laws of Switzerland whose registered head office is situated at Bahnhofstrasse 12, 8001 Zurich, Switzerland,

(the "**Guarantor**")

of the one part

and

**EFG INTERNATIONAL FINANCE (GUERNSEY) LTD**

being a stock corporation with limited liability, duly organized and existing under the laws of Guernsey whose registered head office is situated at EFG House, St Julian's Avenue, St Peter Port, Guernsey, GY1 1GZ, Channel Islands,

of the other part

## WHEREAS

- (A) EFG International Finance (Guernsey) Ltd (the "**Issuer**") may from time to time issue warrants and structured products in securitized or uncertificated form (the "**Products**") under the terms of its Derivative Programme dated 6 June 2012 as amended from time to time (the "**Programme**") and as supplemented by the relevant final terms of each Product (the "**Final Termsheet**", together with the Programme the "**Product Documentation**").
- (B) The Guarantor has determined to execute this Guarantee (within the meaning of Article 111 of the Swiss Code of Obligations) for the payment of the Redemption Amount or any other cash settlement amount, or, as the case may be, to deliver the Underlying, in cases of the Issuer's failure to deliver the Underlying or make payment of the Redemption Amount or any other cash settlement amount for the benefit of the Investor in respect of any Product that is issued by the Issuer and for which EFG International AG acts as Guarantor, as specified in the respective Final Termsheet.

The Guarantor hereby agrees as follows:

- 1 The Guarantor hereby unconditionally and, subject to the provisions in this Guarantee, irrevocably guarantees to the Lead Manager acting on behalf of each Investor, irrespective of the validity and enforceability of the Product Documentation, and waiving all rights of objection and defense arising from the Product Documentation to which the Issuer is entitled (provided that the Guarantor shall retain its own rights of objection and defense arising from the Programme and the Product Documentation as regards its function as a Guarantor and the Guarantee), the Issuer's obligations in accordance with the terms and conditions of the Programme and the respective Products which are issued under this Guarantee, as the case may be (the "**Guaranteed Obligations**"), except that the Guarantor is not obliged to settle physically. In the case of Cash Settlement, the Guarantor is obliged to make the cash payment of the Redemption Amount or any other cash settlement amount specifically defined in the relevant Final Termsheet. In the case of Delivery of Underlying according to the Final Termsheet, however, the Guarantor is not obliged to physically deliver any Underlying but may elect, irrespective of the provisions in the Final Termsheet, in its absolute and full discretion, Cash Settlement or Delivery of Underlying.
- 2 The Guarantor may not assign its rights nor delegate its obligations under this Guarantee in whole or in part, except for an assignment and delegation of all of the Guarantor's rights and obligations hereunder to another entity in whatever form that succeeds to all or substantially all of the Guarantor's assets and business and that assumes such obligations by contract, operation of law, or otherwise. Upon any such delegation and assumption of delegations, the Guarantor shall be relieved of and be fully discharged from all obligations hereunder.
- 3 This Guarantee shall be valid for any present or future Product for which EFG International AG acts as Guarantor, as defined in the Final Termsheet, and which is issued by the Issuer under the Programme dated 6 June 2012, as amended from time to time, such Products being further specified in the relevant Final Termsheet. This Guarantee may be terminated by the Guarantor upon thirty calendar days' written notice to the Lead Manager, provided that this Guarantee shall remain in full force and effect with respect to Guaranteed Obligations incurred by the Issuer as a result of Products issued prior to the date on which the Lead Manager received such notice of termination.

- 4 This Guarantee shall be governed by and construed in accordance with Swiss law. Disputes arising from this Guarantee shall fall within the jurisdiction of the ordinary courts of the canton of Zurich, venue being Zurich 1, with the right of appeal to the Swiss Federal Court in Lausanne where the law permits.

THUS DONE AND SIGNED in two originals in Zurich as of 5 October 2012

effective as of 5 October 2012

**EFG INTERNATIONAL AG**

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

**EFG INTERNATIONAL FINANCE (GUERNSEY) LTD**

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

*This Guarantee applies only to Products that are issued by the Issuer under this Programme and that are guaranteed by **EFG Bank AG**, as specified in the respective Final Termsheet.*

**IX GUARANTEE OF EFG BANK AG**

**Guarantee Agreement**

(the "Guarantee")

entered into as of 5 October 2012

effective as of 5 October 2012

by and between

**EFG BANK AG**

being a stock corporation with limited liability, duly organized and existing under the laws of Switzerland whose registered head office is situated at Bahnhofstrasse 16, 8001 Zürich Switzerland,

(the "**Guarantor**")

of the one part

and

**EFG INTERNATIONAL FINANCE (GUERNSEY) LTD**

being a stock corporation with limited liability, duly organized and existing under the laws of Guernsey whose registered head office is situated at EFG House, St Julian's Avenue, St Peter Port, Guernsey, GY1 1GZ, Channel Islands,

of the other part

## WHEREAS

- (A) EFG International Finance (Guernsey) Ltd (the "**Issuer**") may from time to time issue warrants and structured products in securitized or uncertificated form (the "**Products**") under the terms of its Derivative Programme dated 6 June 2012, as amended from time to time (the "**Programme**") and as supplemented by the relevant final terms of each Product (the "**Final Termsheet**", together with the Programme the "**Product Documentation**").
- (B) The Guarantor has determined to execute this Guarantee (within the meaning of Article 111 of the Swiss Code of Obligations) for the payment of the Redemption Amount or any other cash settlement amount, or, as the case may be, to deliver the Underlying, in cases of the Issuer's failure to deliver the Underlying or make payment of the Redemption Amount or any other cash settlement amount for the benefit of the Investor in respect of any Product that is issued by the Issuer and for which EFG Bank AG acts as Guarantor, as specified in the respective Final Termsheet.

The Guarantor hereby agrees as follows:

1. The Guarantor hereby unconditionally and, subject to the provisions in this Guarantee, irrevocably guarantees to the Lead Manager acting on behalf of each Investor, irrespective of the validity and enforceability of the Product Documentation, and waiving all rights of objection and defense arising from the Product Documentation to which the Issuer is entitled (provided that the Guarantor shall retain its own rights of objection and defense arising from the Programme and the Product Documentation as regards its function as a Guarantor and the Guarantee), the Issuer's obligations in accordance with the terms and conditions of the Programme and the respective Products which are issued under this Guarantee, as the case may be (the "**Guaranteed Obligations**"), except that the Guarantor is not obliged to settle physically. In the case of Cash Settlement, the Guarantor is obliged to make the cash payment of the Redemption Amount or any other cash settlement amount specifically defined in the relevant Final Termsheet. In the case of Delivery of Underlying according to the Final Termsheet, however, the Guarantor is not obliged to physically deliver any Underlying but may elect, irrespective of the provisions in the Final Termsheet, in its absolute and full discretion, Cash Settlement or Delivery of Underlying.
2. The Guarantor may not assign its rights nor delegate its obligations under this Guarantee in whole or in part, except for an assignment and delegation of all of the Guarantor's rights and obligations hereunder to another entity in whatever form that succeeds to all or substantially all of the Guarantor's assets and business and that assumes such obligations by contract, operation of law, or otherwise. Upon any such delegation and assumption of delegations, the Guarantor shall be relieved of and be fully discharged from all obligations hereunder.
3. This Guarantee shall be valid for any present or future Product for which EFG Bank AG acts as Guarantor, as defined in the Final Termsheet, and which is issued by the Issuer under the Programme dated 6 June 2012, as amended from time to time, such Products being further specified in the relevant Final Termsheet. This Guarantee may be terminated by the Guarantor upon thirty calendar days' written notice to the Lead Manager, provided that this Guarantee shall remain in full force and effect with respect to Guaranteed Obligations incurred by the Issuer as a result of Products issued prior to the date on which the Lead Manager received such notice of termination.

4. This Guarantee shall be governed by and construed in accordance with Swiss law. Disputes arising from this Guarantee shall fall within the jurisdiction of the ordinary courts of the canton of Zurich, venue being Zurich 1, with the right of appeal to the Swiss Federal Court in Lausanne where the law permits.

THUS DONE AND SIGNED in two originals in Zurich as of 5 October 2012

effective as of 5 October 2012

**EFG BANK AG**

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

**EFG INTERNATIONAL FINANCE (GUERNSEY) LTD**

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

*This Payment Undertaking applies only to Products that are issued by the Issuer under this Programme and that are guaranteed by **EFG International AG** and for which **EFG Bank AG** acts as Payment Undertaker, as specified in the respective Final Termsheet.*

**X PAYMENT UNDERTAKING OF EFG BANK AG**

**Payment Undertaking Agreement**

(the "Payment Undertaking")

entered into as of 5 October 2012

effective as of 5 October 2012

by and between

**EFG BANK AG**

being a stock corporation with limited liability, duly organized and existing under the laws of Switzerland whose registered head office is situated at Bahnhofstrasse 16, 8001 Zürich Switzerland,

(the "**Payment Undertaker**")

of the one part

and

**EFG INTERNATIONAL AG**

being a stock corporation with limited liability, duly organized and existing under the laws of Switzerland whose registered head office is situated at Bahnhofstrasse 12, 8001 Zurich, Switzerland,

(the "**Guarantor**")

of the other part

## WHEREAS

- (A) EFG International Finance (Guernsey) Ltd (the "**Issuer**") may from time to time issue warrants and structured products in securitized or uncertificated form (the "**Products**") under the terms of its Derivative Programme dated 6 June 2012, as amended from time to time (the "**Programme**") and as supplemented by the relevant final terms of each Product (the "**Final Termsheet**", together with the Programme the "**Product Documentation**").
- (B) The Guarantor guarantees under the Guarantee dated as of 5 October 2012 the Issuer's obligations in accordance with the terms and conditions of the Programme and the respective Products, as the case may be.
- (C) The Payment Undertaker has determined to execute this Payment Undertaking (within the meaning of Article 111 of the Swiss Code of Obligations) for the payment of the Redemption Amount or any other cash settlement amount, or, as the case may be, to deliver the Underlying, in the case of the Guarantor's failure to meet its obligations under the Guarantee.

The Payment Undertaker hereby agrees as follows:

- 5. The Payment Undertaker hereby unconditionally and, subject to the provisions in this Payment Undertaking, irrevocably guarantees to the Guarantor, irrespective of the validity and enforceability of the Guarantee, and waiving all rights of objection and defense arising from the Guarantee to which the Guarantor is entitled (provided that the Payment Undertaker shall retain its own rights of objection and defense arising from the Guarantee as regards its function as a Payment Undertaker and the Payment Undertaking), the Guarantor's obligations in accordance with the terms and conditions of the Guarantee relating to Products, as the case may be (the "**Undertaken Obligations**"), except that the Payment Undertaker is not obliged to settle physically. In the case of Cash Settlement, the Payment Undertaker is obliged to make the cash payment of the Redemption Amount or any other cash settlement amount specifically defined in the relevant Final Termsheet. In the case of Delivery of Underlying according to the Final Termsheet, however, the Payment Undertaker is not obliged to physically deliver any Underlying but may elect, irrespective of the provisions in the Final Termsheet, in its absolute and full discretion, Cash Settlement or Delivery of Underlying.
- 6. The Payment Undertaker may not assign its rights nor delegate its obligations under this Payment Undertaking in whole or in part, except for an assignment and delegation of all of the Payment Undertaker's rights and obligations hereunder to another entity in whatever form that succeeds to all or substantially all of the Payment Undertaker's assets and business and that assumes such obligations by contract, operation of law, or otherwise. Upon any such delegation and assumption of delegations, the Payment Undertaker shall be relieved of and be fully discharged from all obligations hereunder.

7. This Payment Undertaking shall be valid for any present or future Product issued by the Issuer under the Programme dated 6 June 2012, as amended from time to time, such Products being further specified in the relevant Final Termsheet. This Payment Undertaking may be terminated by the Payment Undertaker upon thirty calendar days' written notice to the Guarantor, provided that this Payment Undertaking shall remain in full force and effect with respect to Undertaken Obligations incurred by the Guarantor as a result of Products issued prior to the date on which the Guarantor received such notice of termination.
8. This Payment Undertaking shall be governed by and construed in accordance with Swiss law. Disputes arising from this Payment Undertaking shall fall within the jurisdiction of the ordinary courts of the canton of Zurich, venue being Zurich 1, with the right of appeal to the Swiss Federal Court in Lausanne where the law permits.

THUS DONE AND SIGNED in two originals in Zurich as of 5 October 2012

effective as of 5 October 2012

**EFG BANK AG**

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

**EFG INTERNATIONAL AG**

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

### **XIII GENERAL INFORMATION**

#### **AUTHORIZATION**

The annual update of the Programme and the issuance of Products under the Programme have been duly authorized by the Board of Directors of EFG International Finance (Guernsey) Ltd pursuant to a resolution dated as of December 12, 2007.

The execution and delivery of the Guarantee was authorized by resolutions adopted by the Board of Directors of the EFG International AG as of December 4, 2007 in respect of the Issuer.

The execution and delivery of the Guarantee as well as the Payment Undertaking was authorized by resolutions adopted by the Board of Directors of the EFG Bank AG as of July 30, 2010 in respect of the Issuer.

#### **LISTING**

The SIX Swiss Exchange has approved the Programme as of 6 June 2012.

#### **CLEARING SYSTEMS**

The Products have been accepted for clearing through SIX SIS AG. If the Products of any series are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Termsheet.

#### **AUDITORS**

The consolidated financial statements for the years ending December 31, 2010 and December 31, 2011 of EFG International AG have been prepared in accordance with International Financial Reporting Standards (IFRS) and have been reported upon without qualification for EFG International AG by PricewaterhouseCoopers, certified public accountants, which has its principal place of business at Avenue Giuseppe-Motta 50, CH-1211 Geneva.

The financial statements for the years ending December 31, 2010 and December 31, 2011 of EFG Bank AG have been prepared in accordance with Swiss GAAP FER and have been reported upon without qualification for EFG Bank AG by PricewaterhouseCoopers, certified public accountants, which has its principal place of business at Avenue Giuseppe-Motta 50, CH-1211 Geneva.

#### **SIGNIFICANT CHANGE**

Save as disclosed herein there has been no significant change in the financial or trading position of EFG International Finance (Guernsey) Ltd, except as caused by the building-up of the Issuer and the issuance of over 15'000 listed and non-listed products, since its incorporation. There has been no significant change in the financial or trading position of EFG International AG or EFG Bank AG and their subsidiaries (taken as a whole) since December 31, 2011 except as published and/or disclosed herein.

## **TREND INFORMATION**

Save as disclosed herein neither the Issuer nor the Guarantor or the Payment Undertaker are aware of any trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on their respective prospects during the current financial year.

## **LEGAL, ADMINISTRATIVE, AND ARBITRATION PROCEEDINGS**

Save as disclosed herein (including any information incorporated by reference herein) or in the Half Year Report 2012 of EFG International AG neither EFG International AG nor any of its subsidiaries [including EFG International Finance (Guernsey) Ltd as well as EFG Bank AG] is or has been involved in any governmental, legal or arbitration proceedings which may have or have had during the 12 months preceding the date of this Programme a significant effect on the financial position or prospects of EFG International AG and its subsidiaries (taken as a whole) nor, so far as EFG International AG, EFG Bank AG, or EFG International Finance (Guernsey) Ltd are aware, are any such proceedings pending nor threatened.

## **USE OF PROCEEDS**

The Issuer intends to use the net proceeds from each issue of Products for general purposes and for hedging the obligations created by the issuance of the Products.

**REGISTERED AND PRINCIPAL OFFICES OF THE ISSUER**

**EFG International Finance (Guernsey) Ltd**

EFG House, St Julian's Avenue  
St Peter Port, Guernsey  
GY1 1GZ Channel Islands

**PRINCIPAL OFFICES OF THE GUARANTORS**

**EFG International AG**

Bahnhofstrasse 12  
8001 Zurich  
Switzerland

**EFG Bank AG**

Bahnhofstrasse 16  
8001 Zurich  
Switzerland

**PRINCIPAL OFFICE OF THE PAYMENT UNDERTAKER**

**EFG Bank AG**

Bahnhofstrasse 16  
8001 Zurich  
Switzerland

**PAYING AGENT**

**EFG Financial Products AG**

Brandschenkestrasse 90  
8002 Zurich  
Switzerland

**AUDITORS TO THE ISSUER**

**PricewaterhouseCoopers**

CI LLP, PO Box 321, National Westminster House, Le Truchot,  
St. Peter Port, Guernsey  
GY1 4ND Channel Islands

**AUDITORS TO THE GUARANTORS**

**Auditors of**

**EFG International AG and EFG Bank AG:**

PricewaterhouseCoopers SA  
Avenue Giuseppe-Motta 50  
1211 Geneva  
Switzerland

**LISTING AGENTS**  
**EFG Financial Products AG**  
Brandschenkestrasse 90  
8002 Zurich  
Switzerland

Zurich, 5 October 2012