

Supplement dated 14 March 2019



**LEONTEQ SECURITIES AG, Zurich, Switzerland**  
*(incorporated in Switzerland)*  
as Issuer

which may also be acting through its Guernsey branch (Leonteq Securities AG, Guernsey Branch) or its Amsterdam branch (Leonteq Securities AG, Amsterdam Branch)

This document represents the second supplement pursuant to article 16 para. 1 of the German Securities Prospectus Act (*Wertpapierprospektgesetz*) (the "**Supplement**") to the base prospectus of the Issuer for Bonus Certificates, Inverse Bonus Certificates, Reverse Convertibles, Barrier Reverse Convertibles, Express Certificates, Tracker Certificates, Open End Tracker Certificates, Mini Future Certificates, Discount Certificates, Inverse Discount Certificates, Master Discount Certificates, Certificates with unconditional minimum redemption, Inverse Express Certificates, Warrants, Participation Certificates and Spread Certificates 27 June 2018 (the "**Base Prospectus**").

This Supplement shall be published by making it available free of charge at Leonteq Securities AG, Europaallee 39, 8004 Zurich, Switzerland (Phone: +41 (0)58 800 1000, Facsimile: +41 (0)58 800 1010), in its function as paying agent. Furthermore, it will be published in electronic form on the website [www.leonteq.com](http://www.leonteq.com) under the section "Solutions" – "Structured Products" – "Service" – "Prospectuses" – "Leonteq Program EU".

**Lead Manager**  
**Leonteq Securities AG, Zurich,**  
**Switzerland**

## **Withdrawal Right**

**Pursuant to article 16 para. 3 of the German Securities Prospectus Act investors who have already agreed to purchase or subscribe for products offered under the Base Prospectus that is supplemented by this Supplement (as defined herein) before this Supplement has been published shall have the right, exercisable within a time period of two working days after the publication of this Supplement, to withdraw their declaration of intent, provided that the new factor, mistake to which this Supplement relates or inaccuracy arose before the final closing of the offer to the public and the delivery of the products. No grounds must be stated for the withdrawal, which must be made in text form. The timely dispatch of the withdrawal is sufficient to comply with the deadline.**

The withdrawal (for which no reasons need to be given) must be declared by notice in writing (i) to the same entity to which the investor addressed the declaration of intent or (ii), if the investor had addressed the declaration of intent directly to the Lead Manager, to Leonteq Securities AG, Europaallee 39, 8004 Zurich, Switzerland. Timely dispatch of the notice shall be sufficient to meet the notice period.

This Supplement must be read in conjunction with any information already supplemented by the previous supplement to the Base Prospectus.

On 6 March 2019 Leonteq Securities AG decided to expand its offer of Products to the public in The Netherlands and Ireland. The purpose of this Supplement is to insert provisions in the Base Prospectus (including the Summary) in relation to such public offerings in The Netherlands and Ireland. This information constitutes a significant new factor as defined in article 16 para. 1 of the German Securities Prospectus Act.

The Base Prospectus shall be supplemented as follows:

**AMENDMENTS RELATING TO THE SECTION "I. SUMMARY"**

1) In "Section A – Introduction and warnings " under "A.2 - Consent to the use of the Prospectus" on pages 10ff. of the Base Prospectus the whole text of the paragraph shall be replaced as follows (revised text, modifications are underlined):

"

A.2	- Consent to the use of the Prospectus	<p><i>[insert in the case of a general consent:</i> The Issuer consents to the use of the Base Prospectus and these Final Terms by all financial intermediaries (general consent). General consent for the subsequent resale or final placement of Products by the financial intermediaries is given in relation to the Offer State[s] during the Offer Period during which subsequent resale or final placement of the Products can be made, provided however, that the Base Prospectus is still valid according to Section 9 of the German Securities Prospectus Act.]</p> <p><i>[insert in the case of an individual consent if the specified financial intermediaries shall be entitled to use the prospectus in all Offer States:</i> The Issuer consents to the use of the Base Prospectus and the Final Terms by the following financial intermediaries (individual consent): <i>[insert name and address of specific intermediary: ●]</i>. Individual consent for the subsequent resale or final placement of Products by the specified financial intermediaries is given in relation to the Offer State[s] during the Offer Period during which subsequent resale or final placement of the Products can be made, provided however, that the Base Prospectus is still valid according to Section 9 of the German Securities Prospectus Act. Any new information with respect to financial intermediaries unknown at the time of the approval of the Base Prospectus or the filing of the Final Terms will be published [in electronic format on the website <a href="http://www.leonteq.com">www.leonteq.com</a> (under "Solutions" - "Structured Products" – "Services" – "Prospectuses" under the heading "Notices")] <i>[insert other website: ●]</i>.]</p> <p><i>[insert in the case of an individual consent if the specified financial intermediaries shall be entitled to use the prospectus in different selected jurisdictions only:</i> The Issuer consents to the use of the Base Prospectus and the Final Terms by the financial intermediaries set out in the table below (individual consent) for the subsequent</p>
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		<p>resale or final placement of Products in relation to such Offer State[s] as selected in the table below during the Offer Period during which subsequent resale or final placement of the Products can be made, provided however, that the Base Prospectus is still valid according to Section 9 of the German Securities Prospectus Act.</p> <p>Name and address of Selected Offer State(s) financial intermediary</p> <p>[•] [Germany][,] [and] [France][,] [and] [the United Kingdom] [,][and] [Italy] [,][and] [Czech Republic][,][and] <u>[The Netherlands][,][and] [Ireland]</u></p> <p>[•] [Germany][,] [and] [France][,] [and] [the United Kingdom] [,][and] [Italy] [,][and] [Czech Republic][,][and] <u>[The Netherlands][,][and] [Ireland]</u></p> <p>Any new information with respect to financial intermediaries unknown at the time of the approval of the Base Prospectus or the filing of the Final Terms will be published [in electronic format on the website www.leonteq.com (under "Solutions" - "Structured Products" – "Services" – "Prospectuses" under the heading "Notices"))] [<i>insert other website: •</i>].]</p> <p>["<b>Offer State[s]</b>"] means the following Member States: [Germany][,] [and] [France][,] [and] [the United Kingdom] [,][and] [Italy] [,][and] [Czech Republic][,][and] <u>[The Netherlands][,][and] [Ireland].]</u></p> <p>[The subsequent resale or final placement of Products by financial intermediaries in the Offer State[s] can be made [during the Offer Period] [during the period the Base Prospectus is valid according to Section 9 of the German Securities Prospectus Act] [<i>insert offer period: •</i>].]</p>
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**AMENDMENTS RELATING TO THE SECTION "I. SUMMARY – DEUTSCHE ÜBERSETZUNG DER ZUSAMMENFASSUNG"**

1) *In "Abschnitt A – Einleitung und Warnhinweise" under "A.2 –Zustimmung zur Verwendung des Prospekts" on page 83ff. of the Base Prospectus the whole text of the paragraph shall be replaced as follows (revised text, modifications are underlined):*

"

A.2	- Zustimmung zur Verwendung des Prospekts	zur des	[ <i>im Fall einer generellen Zustimmung, einfügen:</i> Die Emittentin stimmt der Nutzung des Basisprospekts und dieser Endgültigen Bedingungen durch alle Finanzintermediäre (generelle Zustimmung ( <i>general consent</i> )) zu. Die generelle Zustimmung für die spätere
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	<p>Weiterveräußerung oder endgültige Platzierung der Produkte ist durch die Finanzintermediäre in Bezug auf [den] [die] Angebotsstaat[en] und für die Angebotsfrist, während der die Produkte weiterverkauft oder endgültig platziert werden können, gegeben, vorausgesetzt der Basisprospekt ist weiterhin gemäß § 9 WpPG gültig.]</p> <p><i>[im Fall einer individuellen Zustimmung zur Nutzung des Prospekts durch bestimmte Finanzintermediäre in allen Angebotsstaaten, einfügen:</i> Die Emittentin stimmt der Nutzung des Basisprospekts und der Endgültigen Bedingungen für Angebote durch die folgenden Finanzintermediäre (individuelle Zustimmung (<i>individual consent</i>)) zu: <i>[Name und Adresse des bestimmten Finanzintermediärs einfügen: •].</i> Die individuelle Zustimmung für die anschließende Weiterveräußerung oder endgültige Platzierung der Produkte ist durch die festgelegten Finanzintermediäre in Bezug auf [den][die] Angebotsstaat[en] und für die Angebotsfrist, während der die Produkte weiterverkauft oder endgültig platziert werden können, gegeben, vorausgesetzt der Basisprospekt ist weiterhin gemäß § 9 WpPG gültig. Jede neue Information bezüglich der Finanzintermediäre, die zum Zeitpunkt der Billigung des Basisprospekts oder der Hinterlegung der Endgültigen Bedingungen unbekannt ist, wird [in elektronischer Form auf der Webseite <a href="http://www.leonteq.com">www.leonteq.com</a> (unter „Solutions“ – „Strukturierte Produkte“ – „Service“ – „Prospekte“ - unter der Rubrik „Bekanntmachungen“)]<i>[andere Internetseite einfügen: •]]</i> veröffentlicht.]</p> <p><i>[im Fall einer individuellen Zustimmung zur Nutzung des Prospekts durch bestimmte Finanzintermediäre in verschiedenen, ausgewählten, Jurisdiktionen, einfügen:</i> Die Emittentin stimmt der Nutzung des Basisprospekts und der Endgültigen Bedingungen für die anschließende Weiterveräußerung oder endgültige Platzierung der Produkte durch die in untenstehender Tabelle aufgeführten Finanzintermediäre (individuelle Zustimmung (<i>individual consent</i>)) bezüglich [des][der] in untenstehender Tabelle ausgewählten Angebotsstaat[s][en] für die Dauer der Angebotsfrist, während der die Produkte weiterverkauft oder endgültig platziert werden können, zu, vorausgesetzt der Basisprospekt ist weiterhin gemäß § 9 WpPG gültig.</p> <p>Name und Adresse des Ausgewählte[r] Angebotsstaat[en] Finanzintermediärs</p> <p>[•] [Deutschland] [,][und] [Frankreich] [,][und] [das Vereinigte Königreich] [,][und] [Italien] [,][und] [die Tschechische Republik][,][und] [die <u>Niederlande</u>][,][und] [Irland]</p> <p>[•] [Deutschland] [,][und] [Frankreich] [,][und] [das Vereinigte Königreich] [,][und] [Italien] [,][und] [die Tschechische Republik][,][und] [die <u>Niederlande</u>][,][und] [Irland]</p> <p>Jede neue Information bezüglich der Finanzintermediäre, die zum Zeitpunkt der Billigung des Basisprospekts oder der Hinterlegung der Endgültigen Bedingungen unbekannt ist, wird [in elektronischer Form auf der Webseite <a href="http://www.leonteq.com">www.leonteq.com</a> (unter „Solutions“ – „Strukturierte</p>
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		<p>Produkte“ – „Service“ – „Prospekte“ - unter der Rubrik „Bekanntmachungen“))][andere Internetseite einfügen: •]] veröffentlicht.]</p> <p>[“Angebotsstaat[en]” bezeichnet [den][die] folgenden Mitgliedstaat[en]: [Deutschland] [,][und] [Frankreich] [,][und] [das Vereinigte Königreich] [,][und] [Italien] [,][und] [die Tschechische Republik] [,][und] [die Niederlande][,][und] [Irland].]</p> <p>[Die anschließende Weiterveräußerung oder endgültige Platzierung der Produkte durch die Finanzintermediäre in [dem] [den] Angebotsstaat[en] kann während [der Angebotsfrist] [dem Gültigkeitszeitraum des Basisprospekts gemäß § 9 des Wertpapierprospektgesetzes] vorgenommen werden [Angebotszeitraum einfügen: •].]</p>
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## AMENDMENTS RELATING TO THE SECTION "VI. TAXATION"

1) Under the subtitle "**9. Netherlands taxation**" on page 1159ff. of the Base Prospectus the whole text of the paragraph shall be replaced as follows:

### "9. Netherlands Taxation

#### General

The following summary outlines the principal Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Products, but does not purport to be a comprehensive description of all Netherlands tax considerations in relation thereto. For purposes of Netherlands tax law, a Holder of Products may include an individual or entity who does not have the legal title of these Products, but to whom nevertheless the Products or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Products or the income thereof. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of an investment in the Products.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Base Prospectus, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Netherlands tax consequences for:

- (A) Holders of Products holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and Holders of Products of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued

capital of the Issuer or of 5% or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in the Issuer;

- (B) investment institutions (*fiscale beleggingsinstellingen*);
- (C) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are exempt from Netherlands corporate income tax;
- (D) persons to whom the Products and the income from the Products are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Netherlands income tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Netherlands gift and inheritance tax Act (*Successiewet 1956*);
- (E) entities which are a resident of Aruba, Curacao or Sint Maarten that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba, to which permanent establishment or permanent representative the Products are attributable; and
- (F) individuals to whom Products or the income therefrom are attributable to employment activities which are taxed as employment income in the Netherlands.

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

(1) *Withholding Tax*

All payments made by the Issuer under the Products may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

(2) *Corporate and Individual Income Tax*

**Residents of the Netherlands**

If a Holder is a resident or deemed to be a resident of the Netherlands for Netherlands tax purposes and is fully subject to Netherlands corporate income tax or is only subject to Netherlands corporate income tax in respect of an enterprise to which the Products are attributable, income derived from the Products and gains realised upon the redemption, settlement or disposal of the Products are generally taxable in the Netherlands (at up to a maximum rate of 25%).

If an individual is a resident or deemed to be a resident of the Netherlands for Netherlands tax purposes, income derived from the Products and gains realised upon the redemption, settlement or disposal of the Products are taxable at the progressive rates (at up to a maximum rate of 51.75%) under the Netherlands income tax act 2001, if:

- (A) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Products are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Products are attributable; or
- (B) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which include the performance of activities with respect to the

Products that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (A) nor condition (B) applies, an individual that holds the Products, must determine taxable income with regard to the Products on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. This deemed return on income from savings and investments is fixed at a return between 1.935% and 5.60% of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a certain threshold. The individual's yield basis is determined as the fair market value of certain qualifying assets held by the Holder of the Products less the fair market value of certain qualifying liabilities on 1 January. The fair market value of the Products will be included as an asset in the individual's yield basis. The deemed return on income from savings and investments is taxed at a rate of 30%.

### **Non-residents of the Netherlands**

If a person is not a resident nor is deemed to be a resident of the Netherlands for Netherlands tax purposes, such Holder is not liable to Netherlands income tax in respect of income derived from the Products and gains realised upon the settlement, redemption or disposal of the Products, unless:

- (A) the person is not an individual and such person (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Products are attributable, or (2) is (other than by way of Products) entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Products are attributable.

This income is subject to Netherlands corporate income tax at up to a maximum rate of 25%.

- (B) the person is an individual and such individual (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Products are attributable, or (2) realises income or gains with respect to the Products that qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*) in the Netherlands, which activities include the performance of activities in the Netherlands with respect to the Products which exceed regular, active portfolio management (*normaal, actief vermogensbeheer*), or (3) is (other than by way of Products) entitled to a share in the profits of an enterprise which is effectively managed in the Netherlands and to which enterprise the Products are attributable.

Income derived from the Products as specified under (1) and (2) is subject to individual income tax at up to a maximum rate of 51.75%. Income derived from a share in the profits as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on income from savings and investments (as described above under “Residents of the Netherlands”). The fair market value of the share in the profits of the enterprise (which includes the Products) will be part of the individual's Netherlands yield basis.

- (3) *Gift and Inheritance Tax*



Netherlands gift or inheritance taxes will not be levied on the occasion of the transfer of a Product by way of gift by, or on the death of, a Holder of a Product, unless:

- (A) the Holder of a Product is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions; or
- (B) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions.

For the purpose of Dutch gift and inheritance tax, an individual who has the Dutch nationality will be deemed to be a resident of the Netherlands at the date of the gift or the date of his death, if he has been a resident of the Netherlands at any time during the ten years preceding the date of the gift or the date of his death.

For the purposes of Dutch gift tax, an individual who does not have the Dutch nationality will be deemed to be a resident of the Netherlands at the date of the gift, if he has been a resident of the Netherlands at any time during the twelve months preceding the date of the gift.

(4) *Value Added Tax*

In general, no value added tax will arise in respect of payments in consideration for the issue of the Products or in respect of a cash payment made under the Products, or in respect of a transfer of Products.

(5) *Other Taxes and Duties*

No registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in the Netherlands by a Holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Products."

2) *The following subsection shall be added in whole to the end of the section "VI. TAXATION" on page 1164ff.:*

**"11. Ireland Taxation**

The following comments are of a general nature, relating only to the position persons who are absolute beneficial owners of the Products and is based on Irish law and what is understood to be the current practice of the Irish Revenue Commissioners, in each case at the date of this Base Prospectus, which may change at any time, possibly with retrospective effect. The following is a general overview only of the Irish withholding taxation treatment at the date hereof in relation to income payments in respect of the Products and certain provisions allowing the Revenue Commissioners to obtain and exchange information. The comments are not exhaustive, and do not deal with other Irish tax aspects of acquiring, holding, disposing of or abandoning the Products.

***Interest payments***

Interest will only be subject to a deduction on account of Irish income tax if it has an Irish source in which case it may fall to be paid under deduction of Irish income tax at the basic rate (currently 20 per cent.) subject to such relief as may be available under the provisions of any applicable double taxation treaty or to any other exemption which may apply.

The location of the source of a payment is a complex matter. It is necessary to have regard to case law and the practice of the Irish Revenue Commissioners. The most important factors in determining the source of a payment are where the Issuer does business and where its assets are located, since these influence where a creditor would sue for payment. Depending on the circumstances, other relevant factors may include the place of performance of the contract, the method of payment, the proper law of contract, the competent jurisdiction for any legal action and the location of any security for the debt although, other factors may also be relevant.

Where interest has an Irish source, any payment of interest may nonetheless be made without withholding or deduction for or on account of Irish income tax where any of the following conditions are satisfied:

- (i) if the Products are and continue to be "quoted Eurobonds" as defined in section 64 of the Taxes Consolidation Act, 1997. The Products will constitute "quoted Eurobonds" if they carry a right to interest and are and continue to be listed on a recognised stock exchange and are held in a recognised clearing system within the meaning of section 64; or
- (ii) if the relevant interest is paid on Products with a maturity date of less than one year from the date of issue and which are not issued under arrangements the effect of which is to render such Products part of a borrowing with a total term of a year or more.

The references to "interest" above mean "interest" as understood in Irish tax law and in particular any premium element of the redemption amount of any Products redeemable at a premium may constitute a payment of interest subject to the withholding tax provisions discussed above and reporting requirements as outlined below. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the terms and conditions of the Products or any related documentation.

#### Other payments

Payments under the Products which do not amount to interest or annual payments for the purposes of Irish tax will normally not be subject to Irish withholding tax.

#### Information Exchange

The Irish Revenue Commissioners have powers, in certain circumstances, to obtain information. The persons from whom the Revenue Commissioners can obtain information include: a person who receives (or is entitled to receive) a payment derived from Products; a person who makes such a payment (received from, or paid on behalf of another person); a person by or through whom interest is paid or credited; a person who effects or is a party to transactions in respect of Products (which includes an issue of Products) on behalf of others; registrars or administrators in respect of transactions in respect of Products; and each registered or inscribed Holders. The information the Revenue Commissioners can obtain includes: details of the beneficial owner of the Products; details of the person for whom the Products are held, or the person to whom the payment is to be made (and, if more than one, their respective interests) and information and documents relating to transactions in the Products.

In certain circumstances the information which the Revenue Commissioners have obtained using these powers may be exchanged with tax authorities in other jurisdictions."

## AMENDMENTS RELATING TO THE SECTION "VII. SELLING RESTRICTIONS"

1) *In the section "VII. SELLING RESTRICTIONS" on page 1168ff. of the Base Prospectus the whole text of the paragraph referring to the Netherlands shall be replaced as follows:*

### **"The Netherlands**

Each offeror of the Products has represented and agreed that it will not make an offer of Products which are the subject of the offering contemplated by this Base Prospectus, as completed by the Final Terms relating thereto, to the public in the Netherlands in reliance on Article 3(2) of the Prospectus Directive (as defined above under "European Economic Area" above) unless (i) such offer is made with an approved prospectus duly passported in the Netherlands in accordance with the Dutch Financial Supervision Act (*Wet op het financieel toezicht*, the "FSA"), (ii) such offer is made exclusively to persons or entities which are qualified investors (*gekwalificeerde beleggers*) as defined in the FSA or (iii) a key information document is prepared under Regulation (EU) No 1286/2014 (if applicable) and standard exemption wording and a logo are disclosed as required by Article 5:20(5) of the Dutch Financial Supervision Act, provided that no such offer of Products shall require the Issuer or the Lead Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

Products in definitive bearer form that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever (savings certificates or *spaarbewijzen* as defined in the Dutch Savings Certificates Act or *Wet inzake spaarbewijzen*, the "SCA") may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member of Euronext Amsterdam N.V. with due observance of the provisions of the SCA and its implementing regulations (which include registration requirements). No such mediation is required, however, in respect of (i) the initial issue of such Products to the first holders thereof, (ii) the transfer and acceptance by individuals who do not act in the conduct of a profession or business, and (iii) the issue and trading of such Products if they are physically issued outside the Netherlands and are not distributed in the Netherlands in the course of primary trading or immediately thereafter."

2) *The following paragraph shall be added in whole to the end of the section "VII. SELLING RESTRICTIONS" on page 1171:*

### **"Ireland**

Each offeror of the Products has represented and agreed that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite or do anything in Ireland in respect of the Products other than in conformity with the provisions of:

- (a) the Irish European Union (Markets in Financial Instruments) Regulations 2017 (as amended) (MiFID II Regulations), including, without limitation, Regulation 5 (Requirement for authorisation (and certain provisions concerning MTFs and OTFs)) thereof, or any rules or codes of conduct made under the MiFID II Regulations and the provisions of the Investor Compensation Act 1998 (as amended);

- (b) the Irish Central Bank Acts 1942 – 2017 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended);
- (c) the Irish Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) and any rules and guidance issued under Section 1363 of Companies Act 2014 of Ireland (as amended) (the Companies Act 2014), by the Central Bank of Ireland (the CBI);
- (d) the Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules and guidance issued under Section 1370 of the Companies Act 2014 by the CBI;
- (e) the Companies Act 2014; and
- (f) in relation to any Products with a maturity of less than one year, the terms of the CBI's implementation notice for credit institutions BSD C 01/02 of 12 November 2002 (as may be amended, replaced or up-dated from time to time) issued pursuant to Section 8(2) of the Irish Central Bank Act 1971 (as amended)."

**AMENDMENTS RELATING TO THE SECTION "VIII. FORM OF FINAL TERMS"**

1) *In the section "PART II. ADDITIONAL INFORMATION" under "Conditions of the offer, issue price, commissions and valuation" on page 1253 of the Base Prospectus the whole text of the paragraph shall be replaced as follows (revised text, modifications are underlined):*

"[Start of Public Offering in Germany: ●]

[Start of Public Offering in France: ●]

[Start of Public Offering in the United Kingdom: ●]

[Start of Public Offering in Italy: ●]

[Start of Public Offering in Czech Republic: ●]

[Start of Public Offering in The Netherlands: ●]

[Start of Public Offering in Ireland: ●]

[Subscription Period: ● [The Issuer reserves the right to end the subscription period prematurely [or to extend it].]]

[Minimum Investment Amount: ●]

[Maximum Investment Amount: ●]

[Manner and date in which results of the offer are to be made public: ●]

Issue Price: ● [In addition to the Issue Price [(plus a surcharge)] or the purchase price the Issuer or the Lead Manager will charge the investor further costs in the amount of [●].]

Issue Date: ● [(subject to an early termination [or extension] of the Subscription Period)]

[Relevant Fees will be paid for these Products.]

[Significant Fees will be paid for these Products.]

[Substantial Fees will be paid for these Products.]

[No commission will be paid for these Products.]

[Entities agreeing to underwrite the issue: ●]

Date of underwriting agreement: ●]

[insert additional information in relation to the conditions of the offer: ●]"

2) *In the section "PART II. ADDITIONAL INFORMATION" under "Consent to use of Prospectus" on page 1254f. of the Base Prospectus the whole text of the paragraph shall be replaced as follows (revised text, modifications are underlined):*

"[General consent

Offer State[s]: [Germany][,] [and] [France][,] [and] [the United Kingdom] [,][and] [Italy] [,][and] [Czech Republic][,][and] [The Netherlands][,][and] [Ireland]

Offer Period: Period commencing from[, and including,] [the start of the offering in the [respective] Offer State] [*insert date: ●*] [to[, and including,] [*insert date: ●*]]

[Further, such consent is subject to and given under the condition [●].]

[Individual consent

Name and address of financial intermediary [[Selected] Offer State[s]]

[●] [Germany][,] [and] [France][,] [and] [the United Kingdom] [,][and] [Italy] [,][and] [Czech Republic][,][and] [The Netherlands][,][and] [Ireland]

[●] [Germany][,] [and] [France][,] [and] [the United Kingdom] [,][and] [Italy] [,][and] [Czech Republic] [,][and] [The Netherlands][,][and] [Ireland]

Offer Period: Period commencing from[, and including,][the start of the offering in the [respective] Offer State] [insert date: ●] [to[, and including,] [insert date: ●]]

Website: [www.leonteq.com (under [●])] [insert other website: ●]

[Further, such consent is subject to and given under the condition [●].]"

#### **AMENDMENTS RELATING TO THE SECTION "IX. GENERAL INFORMATION"**

*In the section "IX. GENERAL INFORMATION" under "5. Consent to use the Prospectus" on page 1261f. of the Base Prospectus the 4<sup>th</sup> (fourth) subparagraph shall be replaced with the following text (revised text, modifications are underlined):*

"**Offer States**" means one or more of the following Member States, as specified in the relevant Final Terms: Germany, France, Czech Republic, the United Kingdom, Italy, The Netherlands and Ireland."

14 March 2019

Leonteq Securities AG, Zurich