



The validity of the Base Prospectus dated 29 June 2017 (the "**Initial Base Prospectus**") under which the public offer for the Products described in these Final Terms is continued, expires on 28 June 2018. Following this date, the public offer will be continued on the basis of one or more succeeding base prospectuses (each a "**Succeeding Base Prospectus**"), to the extent the **Succeeding** Base Prospectus envisages a continuation of the public offer of the Products. In this context, these Final Terms are, in each case, to be read in conjunction with the most recent **Succeeding** Base Prospectus. The respective **Succeeding** Base Prospectus will be approved and published prior to the expiry of the validity of the respective preceding base prospectus. The respective **Succeeding** Base Prospectus will be published electronically on the website [www.leonteq.com](http://www.leonteq.com) (under "Solutions" – "Structured Products" – "Services" - "Prospectuses" - "Leonteq Program EU").

**Final Terms dated 25 April 2018  
(replacing the Final Terms dated 12 March 2018)**

(Tranche 655)

**to the Base Prospectus dated 29 June 2017**

**Leonteq Securities AG, Zurich, Switzerland  
acting through its Guernsey Branch: Leonteq Securities AG, Guernsey Branch  
(the "Issuer")**

Inverse Express Certificates with Cash Settlement

linked to  
**basket of shares**  
(the "**Products**")

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**Leonteq Securities AG, Zurich, Switzerland  
(the "Lead Manager")**

*These Final Terms relate to the Base Prospectus dated 29 June 2017*

## **Specification of the Products**

The subject of the Final Terms are Inverse Express Certificates with Cash Settlement (Product No. 28). For the current Products COSI is not applicable.

## **Presentation of the Final Terms**

**The Final Terms were prepared for the purpose of Article 5 (4) of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended, including Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010) (the "Prospectus Directive") and must be read in conjunction with the Base Prospectus dated 29 June 2017 (as further supplemented from time to time) (the "Base Prospectus") including the documents incorporated by reference. During the entire term of the Product, the Final Terms and the Base Prospectus and any supplements thereto will be made 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). Furthermore, the documents will be published in electronic form on the website [www.leonteq.com](http://www.leonteq.com) (under "Solutions" – "Structured Products" – on the relevant product site – retrievable by the relevant securities identification number for the Product in the search field) and the Base Prospectus and any supplements in electronic form on the website [www.leonteq.com](http://www.leonteq.com) (under "Solutions" – "Structured Products" – "Services" - "Prospectuses" - "Leonteq Program EU"). Full information on the Issuer and the offer of the Products is only available on the basis of a combination of these Final Terms and the Base Prospectus, including the documents incorporated by reference.**

The Final Terms to the Base Prospectus are represented in the form of a separate document within the meaning of Article 26 (5) of Commission Regulation (EC) No. 809/2004 of 29 April 2004 as amended (the "**Prospectus Regulation**").

An issue specific summary that has been completed for the Products is attached to these Final Terms.

## PART I

### INFORMATION ABOUT THE TERMS AND CONDITIONS – ISSUE SPECIFIC CONDITIONS

*In respect of the Series of Products (i) the Issue Specific Conditions as replicated in these Final Terms and (ii) the General Conditions for Products governed by Swiss law as laid out in the Base Prospectus together shall constitute the Terms and Conditions applicable to the Series of Products (the "Conditions"). The Issue Specific Conditions as replicated in these Final Terms are to be read in conjunction with the General Conditions.*

#### Part A – Product Specific Conditions

##### § 1

###### **Form and Issue Size; Definitions; Term of the Products**

###### **(1) Currency; Issue Size**

Leonteq Securities AG, acting through its Guernsey branch: Leonteq Securities AG, Guernsey Branch (the "Issuer") issues products without par value (each a "Certificate" or a "Product" and together the "Certificates" or the "Products"). The number (the "Number of Products") and the settlement currency (the "Settlement Currency") of the Products are specified in **Table 1** in the Annex.

###### **(2) Form**

###### **(a) Uncertificated Securities, Holders**

The Products are issued in uncertificated form in accordance with art. 973c of the Swiss Code of Obligations as uncertificated securities (*Wertrechte*) ("**Uncertificated Securities**").

Uncertificated Securities (*Wertrechte*) will be created by the Issuer by means of a registration in its register of uncertificated securities (*Wertrechtabuch*) (the "**Register of Uncertificated Securities**"). Such Uncertificated Securities will then be entered into the main register (*Hauptregister*) of the Custody Agent (the "**Main Register of the Custody Agent**"). Once the Uncertificated Securities are registered in the Main Register of the Custody Agent and entered into the securities accounts of one or more participants of the Custody Agent, the Products will constitute intermediated securities (*Bucheffekten*) ("**Intermediated Securities**") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

Products constituting intermediated securities (*Bucheffekten*) may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*), i.e. by the entry of the transferred Products in a securities account of the transferee.

Neither the Issuer nor the Holders shall at any time have the right to effect or demand the conversion of the Uncertificated Securities into, or the delivery of, a permanent global note

(*Dauerglobalurkunde*) or definitive security papers (*Wertpapiere*) (the "Security Papers").

The records of the Custody Agent will determine the number of Products held through each participant with the Custody Agent. In respect of the Products held in the form of Intermediated Securities, the holders of the Products will be the Holders, i.e. (i) the persons, other than custody agents (*Verwahrungsstellen*), holding the Products in a securities account (*Effektenkonto*) with a custody agent (*Verwahrungsstelle*) and (ii) the custody agents (*Verwahrungsstellen*) holding the Products for their own account. The Paying Agent may assume that a bank or financial intermediary submitting or transmitting to it a notice of the Holder pursuant to these Conditions has been duly authorised by the respective Holder for these purposes.

No physical delivery of the Products shall be made unless and until definitive Security Papers (*Wertpapiere*) shall have been printed. Products may only be printed, in whole, but not in part, if the Paying Agent determines, in its sole discretion, that the printing of the Security Papers is necessary or useful.

Should the Paying Agent so determine, it shall provide for the printing of definitive Security Papers without cost to the Holders. Upon delivery of the Security Papers, the Uncertificated Securities will immediately be cancelled by the Issuer and the Security Papers shall be delivered to the Holders against cancellation of the Intermediated Securities in the Holder's securities accounts.

"Holder" means the person holding the Products in a securities account in its own name and for its own account.

#### **(b) Custody Agent**

"Custody Agent" is the custody agent as specified in **Table 1** in the Annex, a custody agent pursuant to the Swiss Federal Intermediated Securities Act (*Bundesgesetz über Bucheffekten*).

#### **(c) Clearing System**

"Clearing System" in each case is the clearing system as specified in Table 1 in the Annex.

### **(3) Term of the Products**

The Products are issued with a limited term, i.e. they have a predetermined limited term which ends on the Redemption Date, subject to an extraordinary termination by the Issuer.

## **§ 2** **Status of the Products**

The Products constitute general contractual obligations of the Issuer and are not secured by any property of the Issuer. The Products shall rank equally among themselves and, save for such exceptions as may be provided by applicable law, *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, but excluding any debts for the time being preferred by applicable law and any subordinated obligations.

## § 3

### Definitions

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

**"Share Issuer"** means the company that has issued the Basket Component.

**"Initial Fixing Level"** means the initial fixing level of the Basket Component as specified in **Table 1** in the Annex which corresponds to the Reference Price of the Basket Component on the Initial Fixing Date.

**"Business Day"** means a day (other than a Saturday or Sunday) on which (i) the Clearing System settles payments and (ii) commercial banks and foreign exchange markets settle payments in New York and Zurich.

**"Issue Price"** means the issue price as specified in **Table 1** in the Annex.

**"Issue Date"** means the issue date as specified in **Table 1** in the Annex or in the event of the subscription period ending prematurely or being extended, the day as published by the Issuer pursuant to § 4 of the General Conditions.

**"Autocall Observation Date"** means each of the autocall observation dates as specified in **Table 3** in the Annex or, if such date is not a Scheduled Trading Day in respect of one or more Basket Components, the next following day which is a Scheduled Trading Day in relation to the relevant Basket Component. In the event of the postponement of the Underlying Valuation Date corresponding to the relevant Autocall Observation Date in respect of one or more Basket Components, the relevant Autocall Observation Date in relation to the relevant Basket Component shall be postponed accordingly.

**"Autocall Event"** has occurred if on an Autocall Observation Date the Reference Price of all Basket Components falls below the respective Autocall Trigger Level relevant for such date.

**"Autocall Trigger Level"** means the Autocall Trigger Level in respect of the relevant Autocall Observation Date with respect to the relevant Basket Component as specified in **Table 3** in the Annex.

**"Barrier Event"** has occurred if the Final Fixing Level of a Basket Component is equal to or above the Barrier Level for this Basket Component as specified in **Table 1** in the Annex, as determined by the Calculation Agent.

**"Barrier Level"** means the barrier level as specified in **Table 1** in the Annex with respect to the relevant Basket Component.

**"Underlying"** means the Basket as specified in **Table 1** and **2** in the Annex.

**"Best Performance"** means the best performance of the relevant Basket Components as determined by the Calculation Agent, with the performance of each Basket Component being calculated by division of the corresponding Final Fixing Level by the corresponding Initial Fixing Level.

**"Underlying Valuation Date"** means each of the dates as specified in **Table 1** in the Annex.

**"Basket"** means the Basket comprising the basket components as specified in **Tables 1 and 2** in the Annex.

**"Basket Component"** means, subject to an adjustment, each basket component as specified in **Table 2** in the Annex.

**"Calculation Agent"** means the calculation agent as specified in **Table 1** in the Annex.

**"Coupon Observation Date"** means each of the coupon observation dates as specified in **Table 3** in the Annex or, if such day is not a Scheduled Trading Day in respect of one or more Basket Components, the next following day which is a Scheduled Trading Day in respect of the relevant Basket Component.

**"Coupon Trigger Event"** has occurred if on a Coupon Observation Date the Reference Price of all Basket Components falls below the respective Coupon Trigger Level relevant for such date.

**"Coupon Trigger Level"** means the coupon trigger level as specified in **Table 3** in the Annex with respect to the relevant Basket Component.

**"Coupon Payment Date"** means the coupon payment date as specified in **Table 3** in the Annex or, if this date is not a Business Day, the next following Business Day. In the event of the postponement of the relevant Coupon Observation Date, the relevant Coupon Payment Date shall be postponed accordingly.

**"Final Fixing Level"** means the Reference Price on the Final Fixing Date.

**"Initial Fixing Date"** means the initial fixing date as specified in **Table 1** in the Annex or in the event of the subscription period ending prematurely [or being extended], the day on which the subscription period ends, as published by the Issuer pursuant to § 4 of the General Conditions. In the event of the postponement of the Underlying Valuation Date corresponding to the Initial Fixing Date, the Initial Fixing Date shall be postponed accordingly.

**"Reference Price"** means the closing price of a Basket Component a Scheduled Trading Day, as determined by the Calculation Agent.

**"Reference Currency"** means the Reference Currency as specified in **Table 2** in the Annex in respect of the relevant Basket Component.

**"Redemption Date"** means, subject to an extraordinary termination, the redemption date as specified in **Table 1** in the Annex. In the event of the postponement of the Final Fixing Date, the Redemption Date shall be postponed accordingly.

**"Final Fixing Date"** means the final fixing date as specified in **Table 1** in the Annex or, if such day is not a Scheduled Trading Day in respect of one or more Basket Components, the next following day which is a Scheduled Trading Day in respect of the relevant Basket Component.

**"Scheduled Trading Day"** has the meaning ascribed in § 11 (3) of the Issue Specific Conditions.

**"Early Redemption Date"** means each of the early redemption dates as specified in **Table 3** in the

Annex or, if an Early Redemption Date is not a Business Day, the next following Business Day. In the event of the postponement of the relevant Autocall Observation Date, the relevant Early Redemption Date shall be postponed accordingly.

"Website" means the Website as specified in **Table 1** in the Annex.

"Paying Agent" means the paying agent as specified in **Table 1** in the Annex.

## § 4 Redemption

### **(1) Redemption Amount**

The "**Redemption Amount**" in the Settlement Currency per Product equals, subject to an Early Redemption pursuant to § 7 of the Issue Specific Conditions and a Minimum Redemption pursuant to paragraph (2) which simultaneously equals the Maximum Redemption Amount pursuant to paragraph (3), the Issue Price multiplied by the difference between 200% and the Performance of the Basket Component with the Best Performance. The Redemption Amount is at least zero.

The "**Performance of the Basket Component**" equals the quotient of the Final Fixing Level (dividend) and the Initial Fixing Level (divisor) of the relevant Basket Component.

The Redemption Amount will be converted into the Settlement Currency in accordance with paragraph (4), as the case may be, and commercially rounded to two (2) decimal places.

### **(2) Minimum Redemption**

Provided that no Barrier Event has occurred the Redemption Amount equals the Issue Price.

### **(3) Maximum Redemption**

The Redemption Amount per Product equals no more than the Issue Price (the "**Maximum Redemption Amount**").

The Maximum Redemption Amount will be commercially rounded to two (2) decimal places.

### **(4) Currency exchange**

The Reference Currency shall be converted into the Settlement Currency by the Calculation Agent at an exchange rate of 1 unit of the Reference Currency to 1 unit of the Settlement Currency ("**Quanto**").

## § 5 Interest, Coupon Payments

### **(1) Coupon Payments**

Provided that on the relevant Coupon Observation Date a Coupon Trigger Event has occurred, a Coupon payment shall be made for the Products on the relevant Coupon Payment Date. The coupon rate (the "**Coupon Rate**") relevant for the respective Coupon Observation Date is the Coupon Rate

for the relevant Coupon Payment Date specified in **Table 3** in the Annex.

(2) **Coupon Amount**

The Coupon Amount (the "**Coupon Amount**") is determined by multiplying the Issue Price by (i) the applicable Coupon Rate for the relevant Coupon Payment Date and by (ii) N.

"N" means in the case that

(a) before the applicable Coupon Observation Date<sub>(t)</sub> no Coupon Trigger Event has occurred, the number of Coupon Observation Dates<sub>(t)</sub> from Coupon Observation Date<sub>(1)</sub> (inclusive) to, in each case, the applicable Coupon Observation Date<sub>(t)</sub> (inclusive), and in the case that

(b) before the applicable Coupon Observation Date<sub>(t)</sub> a Coupon Trigger Event has already occurred, the number of Coupon Observation Dates<sub>(t)</sub> between the Coupon Observation Date<sub>(t)</sub> (exclusive) on which the last Coupon Trigger Event has occurred and the applicable Coupon Observation Date<sub>(t)</sub> (inclusive) in each case.

Following an Early Redemption pursuant to § 7 of the Issue Specific Conditions, no further coupon payments are made. The Coupon Amount will be commercially rounded to two (2) decimal places.

**§ 6**  
**(intentionally left blank)**

**§ 7**

**(1) *Conditions precedent for Early Redemption***

In the event that on any Autocall Observation Date an Autocall Event has occurred, the term of the Products shall end automatically on this Autocall Observation Date without the need for a separate termination of the Products by the Issuer (the "**Early Redemption**"). In this case the Redemption Amount to be paid by the Issuer equals the Issue Price.

**(2) *Notification of Early Redemption***

Notice of the occurrence of Early Redemption and the value of the Redemption Amount to be paid per Product in this case shall be published in accordance with § 4 of the General Conditions.

**§ 8**  
**Payments**

**(1) *Payments***

The Issuer shall cause the claimed Redemption Amount, if any, to be transferred via the Paying Agent to the Clearing System for transmitting to the Holders by the Redemption Date.

If the Redemption Date falls on a day which is not a Business Day and is deferred in accordance with

§ 3 of the Issue Specific Conditions, the Holder is neither entitled to request further interest or other payments due to the deferment, nor must they accept a reduction in interest due to the deferment.

**(2) *Declaration on Regulation S***

A declaration that neither the Holder nor the beneficial owner of the Products is a US person is deemed to have been made automatically. The terms used in this paragraph have the meanings attached to them by Regulation S of the United States Securities Act of 1933 as amended from time to time.

**(3) *Taxes, Fees and Duties***

All taxes, fees and other duties incurred in connection with the exercise of the Products rights shall be borne and paid by the Holder. The Issuer and/or or Paying Agent may withhold from the Redemption Amount or any other amounts payable to the Holder any taxes, fees or duties which are to be paid by the Holder according to the above sentence.

**§ 9**

**(intentionally left blank)**

**§ 10**

**(intentionally left blank)**

## **Part B – Underlying Specific Conditions**

### **§ 11 Market Disruption**

#### **(1) Consequences of Disrupted Days**

If an Underlying Valuation Date is a Disrupted Day in respect of a Basket Component, then the Underlying Valuation Date in respect of the relevant Basket Component shall be the next following Scheduled Trading Day that is not a Disrupted Day in respect of the relevant Basket Component, unless each of the eight (8) Scheduled Trading Days in respect of the relevant Basket Component immediately following the Underlying Valuation Date is a Disrupted Day in respect of the relevant Basket Component. In that case:

- (I)** that eighth Scheduled Trading Day shall be deemed to be the relevant Underlying Valuation Date for the relevant Basket Component, notwithstanding the fact that such day is a Disrupted Day; and
- (II)** the Issuer and/or Calculation Agent shall determine the relevant level of the relevant Basket Component on that eighth Scheduled Trading Day in its reasonable discretion, taking into account the market circumstances prevailing on such day. The Issuer shall publish the determined level of the relevant Basket Component in accordance with § 4 of the General Conditions.

#### **(2) Existence of a Market Disruption Event**

"**Market Disruption Event**" means

the occurrence or existence of (1) a Trading Disruption, (2) an Exchange Disruption, which in either case the Issuer and/or Calculation Agent regard as material, at any time during the one-hour period that ends at the relevant Valuation Time, or (3) an Early Closure.

#### **(3) Definitions**

"**Valuation Time**" means, in respect of the Share, the time at which the official closing price of the Share is calculated on and published by the Exchange. If the Exchange closes prior to its Scheduled Closing Time and the Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

"**Exchange Business Day**" means, in respect of the Share, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

"**Exchange Disruption**" means, in respect of the Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Issuer and/or Calculation Agent) the ability of market participants in general (1) to effect transactions in, or obtain market values for, the Share on the Exchange, or (2) to effect transactions in, or obtain market values for, futures or options contracts relating to such Share on any relevant Related Exchange.

**"Trading Disruption"** means, in respect of the Share, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (1) relating to the Share on the Exchange or (2) in futures or options contracts relating to the Share on any relevant Related Exchange.

**"Disrupted Day"** means, in respect of the Share, any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

**"Related Exchange(s)"** means, in respect of the Share, each exchange or quotation system, any successor to such exchange or quotation system or any substitute exchange or quotation system where trading has a material effect (as determined by the Issuer and/or Calculation Agent in its reasonable discretion) on the overall market for futures or options contracts relating to such Share.

**"Scheduled Closing Time"** means, in respect of the Share, and in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside the regular trading session hours.

**"Scheduled Trading Day"** means, in respect of the Share, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

**"Early Closure"** means, in respect of the Share, the closure on any Exchange Business Day of any relevant Exchange(s) relating to the Share or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (1) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (2) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

## § 12 Adjustments

### **(1) Conditions precedent for an adjustment**

In the case of a Potential Adjustment Event or Extraordinary Event the Issuer and/or Calculation Agent are entitled to adjust the Conditions taking into account the following provisions. The Issuer and/or Calculation Agent is, however, not obliged to perform adjustments.

### **(2) Existence and consequences of a Potential Adjustment Event**

#### **(a) Existence of a Potential Adjustment Event**

A **"Potential Adjustment Event"** is given in the case of any of the following events, as determined by the Issuer and/or Calculation Agent:

- (i)** a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger

Event) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;

- (ii) a distribution, issue or dividend to existing holders of relevant Shares of (1) such Shares or (2) other share capital or securities granting the right to payment of dividends and/or a share in the proceeds of liquidation of the Share Issuer equally or proportionately with such payments to holders of such Shares or (3) share capital or other securities of another share issuer acquired or owned (directly or indirectly) by the Share Issuer as a result of a spin-off or other similar transaction, or (4) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Issuer and/or Calculation Agent;
- (iii) an amount per Share which the Issuer and/or Calculation Agent determine should be characterised as an extraordinary dividend;
- (iv) a call by the Share Issuer in respect of relevant Shares that are not fully paid;
- (v) a repurchase by the Share Issuer or any of its affiliates of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of the Share Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Share Issuer pursuant to a shareholder rights plan or similar arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Issuer and/or Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any exercise of such rights; or
- (vii) any other event that may have, in the opinion of the Issuer and/or Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.

**(b) Consequences of a Potential Adjustment Event**

Following the declaration of any Potential Adjustment Event in relation to the Share, the Issuer and/or Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Share and, if so, will:

- (i) make the corresponding adjustment(s), if appropriate, to the Conditions as the Issuer and/or Calculation Agent determine appropriate to account for that diluting or concentrative effect; and
- (ii) determine the effective date(s) of the adjustment(s). In such case, such adjustments shall be deemed to be so made from such date(s). The Issuer and/or Calculation Agent may (but need not) perform the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by the Related Exchange(s).

### **(3) Existence and consequences of an Extraordinary Event**

#### **(a) Existence of an Extraordinary Event**

An "Extraordinary Event" is given in the case of a Merger Event, a Tender Offer, a Nationalisation, an Insolvency or a Delisting.

#### **(c) Consequences of an Extraordinary Event**

##### **(i) In respect of a Merger Event or Tender Offer, the following will apply:**

On or after the relevant Merger Date or Tender Offer Date (or such other date as the Issuer and/or Calculation Agent deem relevant), the Issuer and/or Calculation Agent shall (1) make such adjustment to the Conditions as the Issuer and/or Calculation Agent determine appropriate to account for the economic effect of such Merger Event or Tender Offer, or other event (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Share), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Merger Event or Tender Offer by the Related Exchange(s) to options on the Share traded thereon and (2) determine the effective date of that adjustment.

##### **(ii) In respect of a Nationalisation, Insolvency or Delisting, the following will apply:**

On or after the date of the occurrence of the Nationalisation, Insolvency and/or Delisting, as determined by the Issuer and/or Calculation Agent, the Issuer and/or Calculation Agent shall (1) make such adjustment to the Conditions as the Issuer and/or Calculation Agent determine appropriate to account for the economic effect on the Products of the relevant event, (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Share), which may, but need not, be determined by reference to the adjustment(s) made in respect of a Nationalisation, Insolvency or Delisting by the Related Exchange(s) to options on the Share traded thereon and (2) determine the effective date of that adjustment.

### **(4) Notification of Adjustments**

Upon making any adjustment pursuant to these Conditions, the Issuer and/or Calculation Agent shall give notice to the Holders in accordance with § 4 of the General Conditions, stating the relevant adjustment.

### **(5) Definitions**

"**Delisting**" means, in respect of a Share, that the relevant Exchange announces that pursuant to the rules of such Exchange, the Share ceases (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any Member State of the European Union).

"**Merger Event**" means, in respect of a Share, any (1) reclassification or change of such Share that

results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (2) consolidation, amalgamation, merger or binding share exchange of the Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Share Issuer is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding), (3) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Shares of the Share Issuer that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (4) consolidation, amalgamation, merger or binding share exchange of the Share Issuer or its affiliates with or into another entity in which the Share Issuer is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% of the outstanding Shares immediately following such event (a "**Reverse Merger**") in each case if the Merger Date is on or before the Final Fixing Date or, if and to the extent the applicable Final Terms provide for physical settlement, the Redemption Date.

**"Insolvency"** means, in respect of a Share, that by reason of the voluntary or involuntary liquidation, winding-up, dissolution, bankruptcy or insolvency or any analogous proceeding affecting a Share Issuer (1) all the Shares of such Share Issuer are required to be transferred to a trustee, liquidator or other similar official or (2) holders of the Shares of such Share Issuer become legally prohibited from transferring them.

**"Merger Date"** means the closing date of a Merger Event (as determined by the Issuer and/or Calculation Agent) or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Issuer and/or Calculation Agent.

**"Tender Offer"** means, in respect of a Share, a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain, by conversion or other means, more than 10% and less than 100% of the outstanding voting shares of the Share Issuer, as determined by the Issuer and/or Calculation Agent, based upon filings made to governmental or self-regulatory agencies or such other information as the Issuer and/or Calculation Agent deem relevant.

**"Tender Offer Date"** means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold (which shall be more than 10% and less than 100% of the outstanding voting shares of the Share Issuer) are actually purchased or otherwise obtained (as determined by the Issuer and/or Calculation Agent).

**"Nationalisation"** means, in respect of a Share, that all the Shares of a Share Issuer or all the assets or substantially all the assets of such Share Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

#### **(6) Additional adjustments in the case of a Basket as Underlying**

If in relation to a Basket Component an adjustment (as described in the Conditions) is necessary, the

Issuer and/or Calculation Agent shall (in addition to the adjustments pursuant to the Conditions in relation to each Basket Component) be entitled, but not obliged to either

- (i) remove from the Basket the affected Basket Component without replacement (if applicable by implementing correction factors with respect to the remaining Basket Components) or
- (ii) replace the Basket Component in whole or in part by a new Basket Component (if applicable by implementing correction factors with respect to the Basket Components contained in the Basket) (the "**Successor Basket Component**").

In this case the Successor Basket Component will be deemed to be the Basket Component and any reference in these Conditions to the affected Basket Component, to the extent permitted by the context, shall be deemed to refer to the Successor Basket Component.

## § 13 Extraordinary Termination

### *(1) Existence of an Additional Termination Event*

If, in the opinion of the Issuer and/or Calculation Agent, an adjustment pursuant to § 10 is not possible or not commercially reasonable, or upon occurrence of an Additional Termination Event the Issuer may by giving not less than ten (10) nor more than thirty (30) Business Days' irrevocable notice in accordance with the procedure set out in § 4 of the General Conditions, redeem the Products early. The termination shall become valid on the day of the notice in accordance with § 4 of the General Conditions.

**"Additional Termination Event"** means an Increased Cost of Hedging, a Change in Law, a Hedging Disruption, an Insolvency Filing and a Failure to Deliver, and a Reduced Number of Shares.

### *(2) Redemption in the event of an Extraordinary Termination*

In the event of an extraordinary termination of the Products, the Issuer will cause to be paid to each Holder in respect of each such Product held by it an amount determined by the Issuer and/or the Calculation Agent in its/their reasonable discretion as the reasonable market price of a Product immediately prior to the event justifying the extraordinary termination. Payment will be made to the relevant Clearing System(s) pursuant to § 8.

### *(3) Definitions*

**"Increased Cost of Hedging"** means that the Hedging Entity would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense, fee or other cost (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) the Hedging Entity deems necessary to hedge the risk in respect of entering into and performing the Issuer's obligations under the relevant Products, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

**"Change in Law"** means that on or after the Issue Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the

promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer and/or Calculation Agent determine in good faith that (X) it has become illegal to hold, acquire or dispose of the Underlying(s) or, in the case of a Basket as Underlying, one or more Basket Components, or (Y) the Hedging Entity will incur a materially increased cost in performing its obligations arising from the Products (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

**"Hedging Entity"** means the Issuer or any affiliate(s) of the Issuer or any entity (or entities) acting on behalf of the Issuer engaged in any underlying or hedging transactions in respect of the Issuer's obligations arising from the Products.

**"Hedging Disruption"** means that the Hedging Entity is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) the Issuer deems necessary to hedge the risk of entering into and performing its obligations arising from the Products, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

**"Insolvency Filing"** means, in respect of a Share, that the Share Issuer institutes or has instituted against it by a regulator, supervisor or similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its principal or registered office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Issuer shall not be deemed an Insolvency Filing.

**"Failure to Deliver"** means, in respect of a Share, the failure of the Share Issuer to deliver, when due, the relevant Shares, where such failure to deliver is due to illiquidity in the market for such Shares

## ANNEX TO THE ISSUE SPECIFIC CONDITIONS

**Table 1**

<b>ISIN / Valor</b>	<b>Underlying</b>	<b>Number of Products* / Settlement Currency</b>	<b>Initial Fixing Date / Final Fixing Date / Redemption Date / Issue Date</b>	<b>Issue Price (expressed in the Settlement Currency)</b>	<b>Initial Fixing Level (expressed in the Reference Currency) / Barrier Level / Coupon Payment Dates***</b>	<b>Custody Agent / Clearing System / Calculation Agent (including specified office) / Paying Agent (including specified office(s))</b>
CH0402354077 / 40235407	Basket consisting of Basket Components as specified in <b>Table 2</b>	10'000 / Euro ("EUR")	20.04.2018 / 20.04.2020 / 27.04.2020 / 25.04.2018	EUR 1'000.00	Reference Price on the Initial Fixing Date / 140.00% of the Initial Fixing Level / as specified in <b>Table 3</b>	SIX SIS AG, Pfingstweidstrasse 110, 8021 Zurich, Switzerland, facsimile: +41 44 288 45 12 ("SIX SIS") /  SIX SIS and Clearstream Banking AG, Frankfurt am Main, Mergenthalerallee 61, 65760 Eschborn, Germany ("Clearstream, Frankfurt") /  Leonteq Securities AG, Europaallee 39, 8004 Zurich, Switzerland, Facsimile: +41 (0)58 800 1010 /  Leonteq Securities AG, Europaallee 39, 8004 Zurich, Switzerland, Facsimile: +41 (0)58 800 1010

\* The actual Number of Products depends on the number of orders received by the Lead Manager and is – subject to an increase or a (partial) repurchase of the Products – limited to the Number of Products specified in **Table 1**.

\*\*\*The Holder is only entitled to receive the respective coupon payment on the Coupon Payment Date, if he has purchased/not sold the Product at the latest on the Business Day preceding the respective Coupon Ex-Date for the then prevailing price. The "Coupon Ex-Date" means, with respect to any Product paying a coupon, the first Scheduled Trading Day such Product is quoted without the entitlement to the coupon amount on the next following Coupon Payment Date. Local market conventions in respect of the Coupon Ex-Date may apply.

**Table 2**

<b>Underlying (Basket Components)</b>	<b>ISIN of the Basket Component / Type of Underlying</b>	<b>Exchan ge</b>	<b>Domicile / Share type</b>	<b>Bloomb erg page*</b>	<b>Reference Currency</b>	<b>web page*</b>	<b>Initial Fixing Level (100.00%)</b>	<b>Barrier Level (140.00% of the Initial Fixing Level)</b>
FACEBOOK INC-A	US30303M1 027 / share	NASDA Q	1601 Willow Road, Menlo Park, CA 94025 United States / bearer share	FB UQ Equity	US Dollar ("USD")	www.nasdaq. com	Reference Price on the Initial Fixing Date	140.00% of the Initial Fixing Level
FERRARI NV	NL00115851 46 / share	Milan Stock Exchang e	Via Abetone Inferiore n. 4, 41053 Maranello, Italy / bearer share	RACE IM Equity	EUR	www.borsaita liana.it	Reference Price on the Initial Fixing Date	140.00% of the Initial Fixing Level
HENNES & MAURITZ AB-B SHS	SE00001062 70 / share	NASDA Q Nordic Exchang e Stockhol m	Mäster Samuelsgatan 46A, 106 38 Stockholm, Sweden / bearer share	HMB SS Equity	Swedish Krona ("SEK")	www.nasdaqo mxnordic.co m	Reference Price on the Initial Fixing Date	140.00% of the Initial Fixing Level
NETFLIX INC	US64110L10 61 / share	NASDA Q	100 Winchester Circle, Los Gatos, CA 95032, United States / bearer share	NFLX UQ Equity	USD	www.nasdaq. com	Reference Price on the Initial Fixing Date	140.00% of the Initial Fixing Level

NVIDIA CORP	US67066G10 40 / share	NASDAQ	2701 San Tomas Expressway, Santa Clara, CA 95050, United States / bearer share	NVDA UQ Equity	USD	www.nasdaq.com	Reference Price on the Initial Fixing Date	140.00% of the Initial Fixing Level
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\* The Issuer and the Lead Manager do not give any guarantee that the information provided on the Bloomberg page and/or web page referred to above is accurate or complete.

**Table 3**

Autocall Observation Date	Autocall Trigger Level (expressed as percentage of the Initial Fixing Level)	Early Redemption Date	Coupon Trigger Level / Coupon Rate	Coupon Trigger Level / Coupon Rate (not subject to §5 Part (2) of “A – Product Specific Conditions”)	Coupon Observation Date	Coupon Payment Date
21.05.2018	100.00%	24.05.2018	120.00% / 0.8333%	100.00% / 4.00%	21.05.2018	24.05.2018
20.06.2018	100.00%	25.06.2018	120.00% / 0.8333%	100.00% / 4.00%	20.06.2018	25.06.2018
20.07.2018	100.00%	25.07.2018	120.00% / 0.8333%	100.00% / 4.00%	20.07.2018	25.07.2018
20.08.2018	100.00%	23.08.2018	120.00% / 0.8333%	100.00% / 4.00%	20.08.2018	23.08.2018
20.09.2018	100.00%	25.09.2018	120.00% / 0.8333%	100.00% / 4.00%	20.09.2018	25.09.2018
22.10.2018	100.00%	25.10.2018	120.00% / 0.8333%	100.00% / 4.00%	22.10.2018	25.10.2018
20.11.2018	100.00%	23.11.2018	120.00% / 0.8333%	100.00% / 4.00%	20.11.2018	23.11.2018
20.12.2018	100.00%	27.12.2018	120.00% / 0.8333%	100.00% / 4.00%	20.12.2018	27.12.2018
22.01.2019	100.00%	25.01.2019	120.00% / 0.8333%	100.00% / 4.00%	22.01.2019	25.01.2019
20.02.2019	100.00%	25.02.2019	120.00% / 0.8333%	100.00% / 4.00%	20.02.2019	25.02.2019
20.03.2019	100.00%	25.03.2019	120.00% / 0.8333%	100.00% / 4.00%	20.03.2019	25.03.2019
23.04.2019	100.00%	26.04.2019	120.00% / 0.8333%	100.00% / 4.00%	23.04.2019	26.04.2019
20.05.2019	110.00%	23.05.2019	120.00% / 0.8333%	100.00% / 4.00%	20.05.2019	23.05.2019

20.06.2019	110.00%	25.06.2019	120.00% / 0.8333%	100.00% / 4.00%	20.06.2019	25.06.2019
22.07.2019	110.00%	25.07.2019	120.00% / 0.8333%	100.00% / 4.00%	22.07.2019	25.07.2019
20.08.2019	110.00%	23.08.2019	120.00% / 0.8333%	100.00% / 4.00%	20.08.2019	23.08.2019
20.09.2019	110.00%	25.09.2019	120.00% / 0.8333%	100.00% / 4.00%	20.09.2019	25.09.2019
21.10.2019	110.00%	24.10.2019	120.00% / 0.8333%	100.00% / 4.00%	21.10.2019	24.10.2019
20.11.2019	110.00%	25.11.2019	120.00% / 0.8333%	100.00% / 4.00%	20.11.2019	25.11.2019
20.12.2019	110.00%	27.12.2019	120.00% / 0.8333%	100.00% / 4.00%	20.12.2019	27.12.2019
21.01.2020	110.00%	24.01.2020	120.00% / 0.8333%	100.00% / 4.00%	21.01.2020	24.01.2020
20.02.2020	110.00%	25.02.2020	120.00% / 0.8333%	100.00% / 4.00%	20.02.2020	25.02.2020
20.03.2020	110.00%	25.03.2020	120.00% / 0.8333%	100.00% / 4.00%	20.03.2020	25.03.2020
n/a	n/a	n/a	120.00% / 0.8333%	100.00% / 4.00%	20.04.2020	27.04.2020

## **PART II**

### **ADDITIONAL INFORMATION**

#### ***Conditions of the offer, issue price, commissions and valuation***

Start of Public Offering in Italy: 5 March 2018

Subscription Period: 12.03.2018 – 19.04.2018 (14.00 CET) The Issuer reserves the right to end the subscription period prematurely or to extend it.

Minimum Investment Amount: EUR 1'000.00

Issue Price: EUR 1'000.00

Issue Date: 25.04.2018 (subject to an early termination or extension of the Subscription Period)

Substantial Fees will be paid for these Products.

#### ***Listing and Trading***

The Issuer intends to have the Products admitted for trading on the exchange(s) as specified in the table below in the relevant segment, if applicable. Bid and offer prices for the Products on the secondary market shall be quoted on each day of trading during the quoting period as specified in the table below under normal market conditions pursuant to the exchange rules and regulations.

Products (ISIN)	Exchange/ segment	Scheduled First Trading Day	Last trading day	Market Maker	Quoting period
CH0402354077	EuroTLX SIM S.p.A., traded on the multilateral trading facility (MTF) EuroTLX	25.04.2018	20.04.2020	Equita SIM SpA, Via Turati 9, 20121 Milano ("Specialist")	09.00 – 17.30 CET

However, the Issuer does not assume any legal obligation in respect of the realisation of admission to trading on an exchange as at the Scheduled First Trading Day or the maintenance of any admission to trading that is realised.

#### ***Consent to use of Prospectus***

General consent

Offer State: Italy

Offer Period: Period commencing from, and including, 5 March 2018 to, and including, the Final Fixing Date.

### ***Information relating to the Underlying***

The following table shows the relevant Underlying and the relevant publicly available web page on which information concerning the past and future performance and volatility of the relevant Underlying at the time of preparation of the Final Terms can be viewed:

<b>Underlyings</b>	<b>ISIN / Type of Underlying</b>	<b>Bloomberg page*</b>	<b>Web page</b>
FACEBOOK INC-A	US30303M1027 / share	FB UQ	<a href="http://www.nasdaq.com">www.nasdaq.com</a>
FERRARI NV	NL0011585146 / share	RACE IM	<a href="http://www.borsaitaliana.com">www.borsaitaliana.com</a>
HENNES & MAURITZ AB-B SHS	SE0000106270 / share	HMB SS	<a href="http://www.nasdaqomxnordic.com">www.nasdaqomxnordic.com</a>
NETFLIX INC	US64110L1061 / share	NFLX UQ	<a href="http://www.nasdaq.com">www.nasdaq.com</a>
NVIDIA CORP	US67066G1040 / share	NVDA UQ	<a href="http://www.nasdaq.com">www.nasdaq.com</a>

\* The Issuer and the Lead Manager do not give any guarantee that the information provided on the Bloomberg page and/or web page referred to above is accurate or complete and will not give notice of any updates.

## ANNEX - ISSUE SPECIFIC SUMMARY

**Summaries consist of specific disclosure requirements, known as "Elements". These Elements are numbered in Sections A – E (A.1 – E.7).**

**This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.**

**Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "not applicable".**

Section A – Introduction and warnings		
A.1	Warnings	<p>The Summary is intended as an introduction to the Base Prospectus dated 29 June 2017 (as further supplemented from time to time) of Leonteq Securities AG (the "Issuer").</p> <p>Investors should ensure that any decision to invest in the Products is based on a review of the entire Base Prospectus, including documents incorporated by reference, any supplements, and the Final Terms.</p> <p>Where claims relating to the information contained in a base prospectus, including documents incorporated by reference, documents incorporated by reference, any supplements, and the respective Final Terms are brought before a court, the plaintiff may, as a result of the laws of individual member states of the European Economic Area, have to bear the cost of translating the base prospectus, the documents incorporated by reference, any supplements, and the Final Terms into the language of the court prior to the commencement of legal proceedings.</p> <p>The Issuer or the persons who have tabled the Summary may be held liable for the content of this Summary, including any translations thereof, but only in the event that the Summary is misleading, inaccurate or inconsistent when read in conjunction with the other parts of the Base Prospectus, or, when read in conjunction with the other parts of the Base Prospectus, does not convey all of the key information required.</p>
A.2	- Consent to the use of the Prospectus	<p>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 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><b>"Offer State"</b> means the following Member States: Italy.</p> <p>The subsequent resale or final placement of Products by financial intermediaries in the Offer State can be made during the Offer Period.</p>
	- Offer Period	<p><b>"Offer Period"</b> means the period commencing from, and including,</p>

		5 March 2018 to, and including, the Final Fixing Date.
- Conditions attached to the consent		The above consent is subject to the compliance with the applicable offer-and selling restrictions for the Products and with any applicable law. Each financial intermediary is obliged to only provide the Base Prospectus together with any supplement thereto (if any) to potential investors. The consent to the use of the Prospectus is not subject to any further conditions.
- Notice that information on the terms and conditions of the offer by any financial intermediary is to be provided at the time of the offer by the financial intermediary		<b>In the event that a financial intermediary makes an offer, that financial intermediary will inform investors at the time the offer is made of the terms and conditions of the offer as set out in the Final Terms.</b>

#### Section B – Issuer and any guarantors

B.1	Legal and commercial name of the Issuer	The legal and commercial name of the Issuer is Leonteq Securities AG
B.2	Domicile, legal form, legislation, country of incorporation	Leonteq Securities AG, formerly EFG Financial Products AG, was incorporated and registered in Zurich, Switzerland on 24 September 2007 as a stock corporation under article 620 et seq. of the Swiss Code of Obligations for an unlimited duration. As from that day, it is registered in the Commercial Register of the Canton of Zurich, Switzerland, under the number CHE-113.829.534. The registered office of Leonteq Securities AG is at Europaallee 39, 8004 Zurich, Switzerland, and the general telephone number is +41 58 800 1000.
B.4b	Known trends affecting the Issuer and the industries in which it operates	Not applicable; there are no known trends affecting the Issuer and the industries in which it operates.
B.5	Description of the group	Leonteq Securities AG, which may also be acting either through its Guernsey branch (Leonteq Securities AG, Guernsey Branch) or its Amsterdam branch (Leonteq Securities AG, Amsterdam Branch), is a fully owned subsidiary of Leonteq AG, formerly EFG Financial Products Holding AG, (Leonteq AG together with its subsidiaries the "Leonteq Group"). Leonteq AG's shares are listed on the SIX Swiss Exchange and are held amongst others by Raiffeisen Switzerland Cooperative, Rainer-Marc Frey, Leonteq Group management members and employees of the Leonteq Group.
B.9	Profit forecasts or estimates	Not applicable; the Issuer has not made any profit forecasts or estimates.
B.10	Qualifications in the audit report	Not applicable; there are no qualifications in the audit report of the Issuer on its historical financial information.
B.12	Selected historical key	The following financial information (according to IFRS) has been

	<p>financial information regarding the Issuer, statement regarding trend information and significant changes in the financial or trading position of the Issuer</p>	<p>extracted from the audited financial statements of Leonteq Securities AG for the years ended 31 December 2015 and 2016.</p> <table> <thead> <tr> <th style="text-align: left;"><b>in CHF thousands</b></th><th style="text-align: center;"><b>Year ended 31 December 2015</b></th><th style="text-align: center;"><b>Year ended 31 December 2016</b></th></tr> <tr> <th></th><th style="text-align: center;">(audited)</th><th style="text-align: center;">(audited)</th></tr> </thead> <tbody> <tr> <td><b>Income</b></td><td></td><td></td></tr> <tr> <td>Total operating income</td><td style="text-align: right;">171'831</td><td style="text-align: right;">147'029</td></tr> <tr> <td>Result from operating activities (profit before taxes)</td><td style="text-align: right;">58'878</td><td style="text-align: right;">7'897</td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td style="text-align: center;"><b>31 December 2015</b></td><td style="text-align: center;"><b>31 December 2016</b></td></tr> <tr> <td></td><td style="text-align: center;">(audited)</td><td style="text-align: center;">(audited)</td></tr> <tr> <td><b>Balance Sheet</b></td><td></td><td></td></tr> <tr> <td>Total assets</td><td style="text-align: right;">6'565'337</td><td style="text-align: right;">5'534'894</td></tr> <tr> <td>Other financial liabilities at fair value through profit or loss</td><td style="text-align: right;">3'191'476</td><td style="text-align: right;">2'422'805</td></tr> <tr> <td>Total shareholders' equity</td><td style="text-align: right;">193'154</td><td style="text-align: right;">210'674</td></tr> </tbody> </table> <p>There has been no material adverse change in the prospects of the Issuer since the date of the last audited financial statements (31 December 2016).</p> <p>There has been no significant change in the financial or trading position of the Issuer since the date of the last audited financial statement (31 December 2016).</p>	<b>in CHF thousands</b>	<b>Year ended 31 December 2015</b>	<b>Year ended 31 December 2016</b>		(audited)	(audited)	<b>Income</b>			Total operating income	171'831	147'029	Result from operating activities (profit before taxes)	58'878	7'897					<b>31 December 2015</b>	<b>31 December 2016</b>		(audited)	(audited)	<b>Balance Sheet</b>			Total assets	6'565'337	5'534'894	Other financial liabilities at fair value through profit or loss	3'191'476	2'422'805	Total shareholders' equity	193'154	210'674
<b>in CHF thousands</b>	<b>Year ended 31 December 2015</b>	<b>Year ended 31 December 2016</b>																																				
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Total shareholders' equity	193'154	210'674																																				
B.13	Description of recent events which are to a material extent relevant to the evaluation of the issuer's solvency	Not applicable; there are no recent events which are to a material extent relevant to the evaluation of the issuer's solvency.																																				
B.14	B.5 plus  Dependence of the Issuer upon other entities within the group	See B.5.  Not applicable; Leonteq Securities AG does not have any subsidiaries.																																				
B.15	A description of the Issuer's principal	Leonteq Securities AG's main business activities include the development, structuring, distribution, hedging and settlement as well as																																				

	activities	<p>the market-making and secondary market servicing of structured products and the design and investment management of certificates in relation with variable annuity products.</p> <p>Securities AG provides certain of these core services to platform partners pursuant to cooperation agreements. Additionally, Leonteq Securities AG provides structured asset management and Insurance &amp; Wealth Planning solution services to third parties in Switzerland and abroad and provides brokerage services to third parties.</p> <p>Leonteq Securities AG distributes its financial products either directly to institutional investors or indirectly to retail investors through third party financial intermediaries.</p>
B.16	Major shareholders	As the date hereof of this Base Prospectus Leonteq Securities AG's share capital is held in its entirety by Leonteq AG, which as sole shareholder controls Leonteq Securities AG.

### Section C – Securities

C.1	Type and class of the securities being offered; security identification number	<p><b>Type/Form of Securities</b></p> <p>The present Products have the characteristic such that the level for redemption depends on the development of the Basket Components. The Products also bear a coupon.</p> <p>The Products are issued in uncertificated form in accordance with art. 973c of the Swiss Code of Obligations as uncertificated securities (<i>Wertrechte</i>). Uncertificated Securities (<i>Wertrechte</i>) will be created by the Issuer by means of a registration in its register of uncertificated securities (<i>Wertrechtesbuch</i>). Such Uncertificated Securities will then be entered into the main register (<i>Haupregister</i>) of the Custody Agent. Once the Uncertificated Securities are registered in the Main Register of the Custody Agent and entered into the securities accounts of one or more participants of the Custody Agent, the Products will constitute intermediated securities (<i>Bucheffekten</i>) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (<i>Bundesgesetz über Bucheffekten</i>).</p> <p><b>Securities Identification</b></p> <p>ISIN: CH0402354077</p> <p>Valor: 40235407</p>
C.2	Currency of the securities issue	The Settlement Currency of the Products is Euro (“EUR”).
C.5	Restrictions on free transferability	Not applicable; the Products will be freely transferable.
C.8	Rights attached to the securities including ranking and limitations to those rights	<p><b>Applicable law</b></p> <p>The form and content of the Products and all rights and obligations of the Issuer and of the Holders will be governed by, and construed in, all respects in accordance with the laws of Switzerland.</p> <p><b>Rights attached to the Products</b></p> <p>Each Product grants the Holder a right to demand payment of the</p>

		<p>Redemption Amount on the Redemption Date as described in more detail under C.15 below.</p> <p><b>Status of the Products</b></p> <p>The Products constitute general contractual obligations of the Issuer and are not secured by any property of the Issuer. The Products shall rank equally among themselves and, save for such exceptions as may be provided by applicable law, pari passu with all other unsecured and unsubordinated obligations of the Issuer, but excluding any debts for the time being preferred by applicable law and any subordinated obligations.</p> <p><b>Limitations to the rights</b></p> <p>Under specific conditions, the Issuer has the right to extraordinary terminate the Products and to amend the terms and conditions.</p>
C.11	Admission to trading	<p>Multilateral Trading Facility denominated EuroTLX organised and managed by EuroTLX SIM S.p.A. The Issuer and the Lead Manager do not assume any legal obligation in respect of the realisation of admission to trading as at the Scheduled First Trading Day or the maintenance of any admission to trading that is realised.</p>
C.15	Description of how the value of the investment is affected by the value of the underlying instrument(s)	<p>There is a relationship between the economic value of the Products and the economic value of the Underlying. The Products are structured in a way so that a Product typically decreases in value if the value of the Underlying increases.</p> <p>The level of the Redemption Amount and the time for redemption of the Products depend on whether an Autocall Event has occurred. If an Autocall Event has occurred, the term of the Products ends early and the Products are redeemed early following the Autocall Observation Date on which the Autocall Event occurred. In this case, the Redemption Amount in the Settlement Currency equals the Issue Price.</p> <p>An Autocall Event occurs if on an Autocall Observation Date the Reference Prices (as defined below in Element C.19) of all Basket Components fall below the Autocall Trigger Level.</p> <p>If an early redemption does not occur, the performance of the Basket Components determines the level of the Redemption Amount on the Redemption Date (as defined below in Element C.16).</p> <p>The Redemption Amount is determined as follows:</p> <p>(i) If no Barrier Event has occurred the Redemption Amount is equal to the Issue Price.</p> <p>(ii) If the conditions set out under (i) are not met the Redemption Amount equals the Issue Price multiplied by the difference between 200% and the Performance of the Basket Component with the best performance. The Redemption Amount is at least zero.</p> <p>Furthermore, the Holder receives a Coupon Amount on the Coupon Payment Dates (as defined below in Element C.16). The coupon payment is conditional on the occurrence of a certain event in relation to the Basket Components (e.g. reaching or exceeding a certain threshold (e.g. Coupon Trigger Level)). Should such event not occur, there will be no coupon payment for the applicable Coupon Payment Date.</p>

		<p>With regard to coupon payments, it should also be noted that, in the case of an early redemption of the Products, the Holder will still receive the Coupon Amount for the Coupon Payment Date in respect of the early redemption date. However, he has no right to demand coupon payments for future Coupon Payment Dates.</p> <p>Autocall Observation Dates: 21.05.2018, 20.06.2018, 20.07.2018, 20.08.2018, 20.09.2018, 22.10.2018, 20.11.2018, 20.12.2018, 22.01.2019, 20.02.2019, 20.03.2019, 23.04.2019, 20.05.2019, 20.06.2019, 22.07.2019, 20.08.2019, 20.09.2019, 21.10.2019, 20.11.2019, 20.12.2019, 21.01.2020, 20.02.2020, 20.03.2020</p> <p>Autocall Trigger Level (of the Initial Fixing Level): 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%</p> <p>Barrier Event: has occurred if the Final Fixing Level of a Basket Component is equal to or above the Barrier Level for this Basket Component</p> <p>Barrier Level: 140.00% of the Initial Fixing Level</p> <p>Coupon Amounts (Coupon Trigger Levels (of the Initial Fixing Level)): EUR 8.33 (120.00%), EUR 40.00 (100.00%; Each relevant date is considered separately and there can be no catch-up payments of Coupon Amounts.)</p> <p>Issue Price: EUR 1'000.00</p>
C.16	Settlement Date, Final Valuation Date	<p>Redemption Date: 27.04.2020</p> <p>Final Fixing Date: 20.04.2020</p> <p>Early Redemption Date: 24.05.2018, 25.06.2018, 25.07.2018, 23.08.2018, 25.09.2018, 25.10.2018, 23.11.2018, 27.12.2018, 25.01.2019, 25.02.2019, 25.03.2019, 26.04.2019, 23.05.2019, 25.06.2019, 25.07.2019, 23.08.2019, 25.09.2019, 24.10.2019, 25.11.2019, 27.12.2019, 24.01.2020, 25.02.2020, 25.03.2020</p> <p>Coupon Payment Date(s): 24.05.2018, 25.06.2018, 25.07.2018, 23.08.2018, 25.09.2018, 25.10.2018, 23.11.2018, 27.12.2018, 25.01.2019, 25.02.2019, 25.03.2019, 26.04.2019, 23.05.2019, 25.06.2019, 25.07.2019, 23.08.2019, 25.09.2019, 24.10.2019, 25.11.2019, 27.12.2019, 24.01.2020, 25.02.2020, 25.03.2020, 27.04.2020</p> <p>The Holder is only entitled to receive the respective coupon payment on the Coupon Payment Date, if he has purchased/not sold the Product at the latest on the Business Day preceding the respective Coupon Ex-Date for the then prevailing price. The "Coupon Ex-Date" means, with respect to any Product paying a coupon, the first Scheduled Trading Day such Product is quoted without the entitlement to the coupon amount on the next following Coupon Payment Date. Local market conventions in respect of the Coupon Ex-Date may apply.</p>
C.17	Settlement procedure	The Issuer shall cause the claimed Redemption Amount, if any, to be transferred via the Paying Agent to the Clearing System for transmitting to the Holders by the Redemption Date.

C.18	Description of how the return on derivative securities takes place.	The Issuer will be discharged of its payment and/or delivery obligations by payment and/or delivery to, or to the order of, the relevant Clearing System (or a depositary or nominee thereof) in respect of the amount so paid or delivered.																														
C.19	Reference price of the underlying	Final Fixing Level: means the Reference Price on the Final Fixing Date Reference Price: means the closing price of a Basket Component a Scheduled Trading Day, as determined by the Calculation Agent.																														
C.20	Description of the type of the underlying and where the information on the underlying can be found	Type: Basket of Shares <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Underlying (Basket Component)</th> <th>ISIN of the Basket Component</th> <th>Exchange</th> <th>Bloomberg page</th> <th>web page</th> </tr> </thead> <tbody> <tr> <td>FACEBOOK INC-A</td> <td>US30303M1027</td> <td>NASDAQ</td> <td>FB UQ</td> <td><a href="http://www.nasdaq.com">www.nasdaq.com</a></td> </tr> <tr> <td>FERRARI NV</td> <td>NL0011585146</td> <td>Milan Stock Exchange</td> <td>RACE IM</td> <td><a href="http://www.borsaitaliana.com">www.borsaitaliana.com</a></td> </tr> <tr> <td>HENNES &amp; MAURITZ AB-B SHS</td> <td>SE0000106270</td> <td>NASDAQ Nordic Exchange Stockholm</td> <td>HMB SS</td> <td><a href="http://www.nasdaqomxnordic.com">www.nasdaqomxnordic.com</a></td> </tr> <tr> <td>NETFLIX INC</td> <td>US64110L1061</td> <td>NASDAQ</td> <td>NFLX UQ</td> <td><a href="http://www.nasdaq.com">www.nasdaq.com</a></td> </tr> <tr> <td>NVIDIA CORP</td> <td>US67066G1040</td> <td>NASDAQ</td> <td>NVDA UQ</td> <td><a href="http://www.nasdaq.com">www.nasdaq.com</a></td> </tr> </tbody> </table>	Underlying (Basket Component)	ISIN of the Basket Component	Exchange	Bloomberg page	web page	FACEBOOK INC-A	US30303M1027	NASDAQ	FB UQ	<a href="http://www.nasdaq.com">www.nasdaq.com</a>	FERRARI NV	NL0011585146	Milan Stock Exchange	RACE IM	<a href="http://www.borsaitaliana.com">www.borsaitaliana.com</a>	HENNES & MAURITZ AB-B SHS	SE0000106270	NASDAQ Nordic Exchange Stockholm	HMB SS	<a href="http://www.nasdaqomxnordic.com">www.nasdaqomxnordic.com</a>	NETFLIX INC	US64110L1061	NASDAQ	NFLX UQ	<a href="http://www.nasdaq.com">www.nasdaq.com</a>	NVIDIA CORP	US67066G1040	NASDAQ	NVDA UQ	<a href="http://www.nasdaq.com">www.nasdaq.com</a>
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#### Section D – Risks

D.2	Key information on the key risks that are specific to the Issuer	<p>The Issuer is exposed to risks resulting primarily from the issuance of structured investment products. The Issuer is exposed to market risks, which result from mismatches between exposure to equity prices, interest rates, currencies, credit spreads and commodity prices resulting from the issuance of structured investment products and the instruments that the Issuer uses to hedge this exposure, and to liquidity risks relating to the need to fund hedging activities. The Issuer is exposed to credit risks resulting from exposure to trading counterparties and as a result of investment of the proceeds from the issuance of structured investment products in bonds and other fixed-income instruments. The Issuer is also exposed to model, operational and reputational risks, as well as potential changes in the regulatory and macro-economic environments.</p> <ul style="list-style-type: none"> <li>• Financial information of the Issuer should not be relied on as evidence of future results.</li> <li>• The Issuer may not be able to fulfil its obligations due to a deteriorated financial situation. The Issuer may become insolvent.</li> <li>• The Issuer is exposed to the risk that its valuation and risk measurement model may be wrong and that its risk management measures may not prove successful.</li> <li>• The Issuer is exposed to market risks arising from open positions in interest rate, currency, commodity, credit, equity and other products which may adversely affect its results of operations.</li> <li>• The Issuer is exposed to significant and increasing competition</li> </ul>
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		<ul style="list-style-type: none"> <li>• which may adversely affect its future results of operations.</li> <li>• The Issuer is exposed to the risks relating to its platform partners business which may adversely affect its results of operations.</li> <li>• The Issuer is exposed to the credit risk of its counterparties.</li> <li>• The Issuer is exposed to market liquidity, and funding liquidity risk which may adversely affect its ability to operate its business and its future results of operations.</li> <li>• The Issuer's risk exposure in financial instruments leads to certain risk concentrations which could result in a significant loss of the Issuer which in turn may adversely affect the Issuer's result of operations.</li> <li>• The Issuer's activities and results of operations may be adversely affected by operational risks. The Issuer may be adversely affected by compliance, legal, regulatory, and reputational risks.</li> <li>• The Issuer may be adversely affected by tax risks.</li> </ul>
D.3 D.6	Key information on the key risks that are specific to the securities	<p><i>An investor in the Products should note that he/she may lose its entire investment or part of it.</i></p> <p><b><u>1. Risk factors associated with all Products</u></b></p> <ul style="list-style-type: none"> <li>• The Products are risky investment instruments. Compared to other capital investments, the risk of loss – up to the total loss of the invested capital as well as the related transaction costs – is high.</li> <li>• The Products do not, unless expressly provided, yield any current income and especially do not confer any claim to receive dividend payments.</li> <li>• The investor's individual return depends significantly on the purchase price paid for the Product and the performance of the Product. The risk of losses already exists during the term of a Product.</li> <li>• The Products may be physically settled and investors will not receive a monetary amount. There is a risk that the delivered Underlying, respectively the delivered basket component or reference securities may only have a very low value or may, in fact, be worthless. In this case, there is a risk of losses – up to the total loss of the invested capital as well as the related transaction costs. Furthermore, investors bear the issuer and securities risks of the deliverable Underlying.</li> <li>• Investors bear the credit risk of the Issuer of the Products. The Products are neither secured nor guaranteed by any deposit protection fund or any governmental agency.</li> <li>• The collateralization in accordance with the terms of the SIX Swiss Exchange AG «Framework Agreement for Collateral Secured Instruments» (COSI) reduces the issuer default risk only to the extent that the proceeds from the liquidation of collateral are able to meet the investors' claims. To the extent the calculation of the current value of a COSI Product proves to be incorrect, the</li> </ul>

	<p>collateral provided for the COSI Product may be insufficient. Investors do not themselves have a surety right to the collateral.</p> <ul style="list-style-type: none"> <li>• Investors should consider that price movements of the Underlying (or the non-occurrence of an expected price movement) may decrease the value of the Products disproportionately and even render them worthless and that there is no assurance that in the case of Products with a limited term, the price of the Product will recover in time.</li> <li>• Investors should be aware that they may not be able to hedge their exposure from the Products.</li> <li>• A credit financing of the acquisition of Products significantly increases the risk of loss to investors.</li> <li>• Transactions of the Issuer or its respective affiliates to hedge the risk relating to the execution and performance of obligations arising out of the Products may have a significant effect on the performance of the Underlying and thus on the Products.</li> <li>• Fees and other transactions costs reduce the chances of the Investor generating a profit from the purchase of the Product.</li> <li>• Investors are exposed to the risk of wrong expectation with respect to the Products' liquidity due to the issue size mentioned in the Final Terms.</li> <li>• Investors in listed Products or in Products linked to listed underlyings and/or basket components are subject to risks arising from any eventual suspension from trading or de-listing from the relevant exchange for reasons not attributable to the Issuer and the Lead Manager and this might have material adverse effects on the value of the Products.</li> <li>• The Products may have no liquidity or the market for such Products may be limited and this may adversely impact their value or the ability of the Investor to dispose of them.</li> <li>• Market disruptions, adjustment measures and termination rights may negatively affect the value of the Products.</li> <li>• In certain circumstances the Issuer has the right of extraordinary termination of the Products. In this case Investors will receive a reasonable market price determined in the reasonable discretion of the Issuer, which may be zero.</li> <li>• Corrections, supplements or modifications of the Conditions may be detrimental for Investors.</li> <li>• Investors are subject to the risk that events which could have a negative impact on the price of the underlying are published after preparation of the Final Terms.</li> <li>• Changes in tax law could adversely affect the value and/or the market value of the Products or may change the tax treatment of the relevant Products.</li> <li>• Holders should note that in the case of a subscription period the Issuer reserves the right to end the subscription period early or to</li> </ul>
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		<ul style="list-style-type: none"> <li>extend it and that the Issuer is not obliged to accept subscription applications or to issue subscribed Products.</li> <li>Where payments under the Products will be made in a currency which is different from the currency of the Underlying, the Investors are exposed also to the performance of the currency of the Underlying, which cannot be predicted. A currency risk also exists if the account of the investor to which any amount owed is to be credited to is managed in a currency different from the settlement currency of the Product.</li> <li>Due to the implementation of the <i>Financial Transaction Tax investors</i> may be liable itself to pay this charge or reimburse a financial institution for the charge and/or the charge may affect the value of the Products negatively.</li> <li>Risk of tax withholding due to the legislation affecting dividend equivalent payments (Section 871(m) of the U.S. Internal Revenue Code).</li> </ul>
		<p><b><u>2. Risk factors associated with certain types of Products</u></b></p> <p><i>Risks related to the performance of Inverse Express Certificates due to the reverse structure</i></p> <p>In the case of Inverse Express Certificates, the performance of the Products reversely depends on the performance of the Basket Components. This means that the Products enable the Holders to profit from a loss in value of the Basket Components. Accordingly, an Inverse Express Certificate typically declines in value (i.e. irrespective of other features and factors that determine the price of Products), if the value of the Basket Components increases.</p> <p><i>Risk of total loss and risks related to early redemption</i></p> <p>The level of the Redemption Amount and the time for redemption of the Products depend on whether an Autocall Event has occurred on an Autocall Observation Date.</p> <p>If this event occurs before the Final Fixing Date, the term of the Products ends early and the Products are redeemed early in accordance with the Conditions. In the case of such early redemption, the future price performance of the Basket Components is irrelevant to the Holder.</p> <p>If there has been no early redemption of the Products, the level of the Redemption Amount is dependent on the price performance of the Basket Components. Holders should note that if a Barrier Event occurs, the entitlement to a minimum redemption expires and the Holder bears a risk of loss if the value of the Basket Components increases. In this case, the Holder has a risk of total loss with regard to the invested capital. A total loss occurs when the Performance of the Basket Component with the best performance is equal to or above 200 % at the end of the term.</p> <p>Furthermore, the Products have the characteristic such that the Holder may receive a Coupon Amount on certain dates. The coupon payment is conditional on the occurrence of a certain event in relation to the Basket Components (e.g. reaching or exceeding a certain threshold value on a specified date). Should such event not occur, there would be no coupon payment for the applicable Coupon Payment Date. Holders should note</p>

	<p>that they will not receive a coupon payment during the entire term of the Products, as the case may be, if the prerequisites are not met on a date relevant for the determination of the coupon payment. The volatility of the Basket Components is an important factor for determining the likelihood of the occurrence of an event entitling receipt of the applicable Coupon Amount. The higher the volatility of the Basket Components, the higher the risk to the Holder that the condition will not be met and that the Holder will therefore not receive a Coupon Amount for the relevant Coupon Payment Date.</p> <p>With regard to coupon payments, it should be noted that, in the case of an early redemption of the Products, the Holder will still receive the Coupon Amount for the Coupon Payment Date in respect of the Early Redemption Date. However, he has no right to demand coupon payments for future Coupon Payment Dates.</p> <p><b><u>Redemption Amount is limited to the Maximum Redemption Amount</u></b></p> <p>The Redemption Amount (without taking into account a possible Coupon Amount) is limited to the Issue Price (Maximum Redemption Amount).</p>
	<p><b><u>3. Risk factors associated with certain types of Underlyings</u></b></p> <p>Depending on the Underlying(s) to which the Products give exposure, Holders are exposed to further risks stemming from the type of Underlying and the behaviour of its market prices as the Redemption Amount and/or the Coupon Amount a Holder may receive depends on the development of the price of the Underlying. In the case of an unfavourable performance of the Underlying the investor may suffer losses up to a total loss of the invested capital (incl. transaction costs). The types of Underlyings provided for in the Base Prospectus differ significantly in terms of their typical price volatility. Holders should only invest in Products if they are familiar with the relevant Underlying and have a comprehensive understanding of the type of Underlying itself, the market and other rules of the relevant Underlying.</p>
	<p><b><u>4. Risk factors associated with conflicts of interest</u></b></p> <p><b><u>Conflicts of interest related to the underlying</u></b></p> <p>The Issuer and other companies in the Group deal in the underlyings or in components of the underlying or in options or futures contracts relating to the underlyings or components thereof in their normal course of business and from time to time may participate in transactions connected to the Products for their own account or on behalf of others. The Issuer and other companies in the Group can also hold interests in individual underlyings or in the companies contained in these underlyings, meaning that conflicts of interest can arise in connection with the Products.</p> <p><b><u>Conflicts of interest related to the performance of another function</u></b></p> <p>Furthermore, the Issuer and other companies in the Group can, in addition, exercise another function in relation to the underlying or components thereof, such as issuing agent, calculation agent, paying agent and/or administrative agent. Therefore, there can be conflicts of interest regarding the duties when determining the prices of the Products and other determinations related thereto among the relevant companies in</p>

	<p>the Group and between the companies and the investors. Furthermore, the Issuer and other companies in the Group may act as members of a consortium, financial advisor or commercial bank in connection with future offers of the underlying or components thereof; activities of this kind can also entail conflicts of interest and affect the value of the Products.</p> <p><u><i>Conflicts of interest related to the performance of hedging transactions</i></u></p> <p>The Issuer can use part or all of the proceeds from the sale of the Products for hedging transactions. These hedging transactions can influence the price of the underlyings or the components of the underlying that is determined on the market.</p> <p><u><i>Conflicts of interest related to the issuance of additional derivative products</i></u></p> <p>The Issuer and other companies in the Group can issue additional derivative products in relation to the underlying or components of the underlying, including those that have the same or similar features as the Products. The introduction of products that are in competition with the Products can have an impact on the price of the underlying or components of the underlying and therefore have an impact on the price of the Products.</p> <p><u><i>Conflicts of interest related to information specific to the Underlying</i></u></p> <p>The Issuer and other companies in the Group can receive non-public information regarding the underlying or components of the underlying, but are not obliged to pass such information on to the Holders. Furthermore, companies in the Group can publish research reports on the underlying or components of the underlying. Activities such as those mentioned can give rise to specific conflicts of interest and therefore have an impact on the value of the Products.</p> <p><u><i>Conflicts of interest related to the determination of the selling price of the Products and commission payment</i></u></p> <p>The selling price of the Products, where appropriate in addition to fixed issue surcharges, management fees or other fees, may contain surcharges that are not transparent to the investor on the initial mathematical "fair" value of the Products (the "<b>margin</b>"). This margin will be determined by the Issuer in its sole discretion and can differ from surcharges that other issuers impose on comparable Products.</p> <p><u><i>Conflicts of interest related to Market Making for the Products</i></u></p> <p>It is intended that under normal market conditions the Lead Manager or, if applicable, a third party will regularly quote bid and offer prices for each issue of Products. However, no legal obligations are assumed with respect to the amount or the realisation of such quotations. It should be noted that it may not be possible to sell the Products during their term at a particular point in time or at a particular price.</p> <p><u><i>Interests of third parties involved in the issue</i></u></p> <p>The Issuer can involve cooperation partners and external advisors in the issuance of Products, e.g. in the composition and adjustment of a basket or index. It is possible that such cooperation partners and advisors may pursue their own interests in the course of an issuance by the Issuer and</p>
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		when providing their associated advice. A conflict of interest of advisors may mean that they make an investment decision or suggestion in their own interest rather than in the interest of the investors.
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<b>Section E – Offer</b>		
E.2b	Reasons for the offer and use of proceeds when different from making profit	Not applicable; the proceeds from the sale of the Products are used for hedging the payment obligations arising from the issue of the Products and for the purposes of the Issuer's ordinary business activities.
E.3	Description of the terms and conditions of the offer	<p>Issue Price: EUR 1'000.00          Issue Date: 25.04.2018</p> <p>The Products will not be placed with the public and will be admitted to trading on the MTF of EuroTLX without subscription period.</p>
E.4	Description of any interest that is material to the issue/offer including conflicting interests	<p>The Issuer and other companies in the Group deal in the underlyings or in components of the underlying or in options or futures contracts relating to the underlyings or components thereof in their normal course of business and from time to time may participate in transactions connected to the Products for their own account or on behalf of others. The Issuer and other companies in the Group can also hold interests in individual underlyings or in the companies contained in these underlyings, meaning that conflicts of interest can arise in connection with the Products.</p> <p>Furthermore, the Issuer and other companies in the Group can, in addition, exercise another function in relation to the underlying or components thereof, such as issuing agent, calculation agent, paying agent and/or administrative agent. Therefore, there can be conflicts of interest regarding the duties when determining the prices of the Products and other determinations related thereto among the relevant companies in the Group and between the companies and the investors. Furthermore, the Issuer and other companies in the Group may act as members of a consortium, financial advisor or commercial bank in connection with future offers of the underlying or components thereof; activities of this kind can also entail conflicts of interest and affect the value of the Products.</p> <p>The Issuer can use part or all of the proceeds from the sale of the Products for hedging transactions. These hedging transactions can influence the price of the underlyings or the components of the underlying that is determined on the market.</p> <p>The Issuer and other companies in the Group can issue additional derivative products in relation to the underlying or components of the underlying, including those that have the same or similar features as the Products. The introduction of products that are in competition with the Products can have an impact on the price of the underlying or components of the underlying and therefore have an impact on the price of the Products.</p> <p>The Issuer and other companies in the Group can receive non-public information regarding the underlying or components of the underlying, but are not obliged to pass such information on to the Holders. Furthermore, companies in the Group can publish research reports on the underlying or components of the underlying. Activities such as those</p>

		<p>mentioned can give rise to specific conflicts of interest and therefore have an impact on the value of the Products.</p> <p>The selling price of the Products, where appropriate in addition to fixed issue surcharges, management fees or other fees, may contain surcharges that are not transparent to the investor on the initial mathematical "fair" value of the Products (the "<b>margin</b>"). This margin will be determined by the Issuer in its sole discretion and can differ from surcharges that other issuers impose on comparable Products.</p> <p>It is intended that under normal market conditions the Lead Manager or, if applicable, a third party will regularly quote bid and offer prices for each issue of Products. However, no legal obligations are assumed with respect to the amount or the realisation of such quotations. It should be noted that it may not be possible to sell the Products during their term at a particular point in time or at a particular price.</p> <p>The Issuer can involve cooperation partners and external advisors in the issuance of Products, e.g. in the composition and adjustment of a basket or index. It is possible that such cooperation partners and advisors may pursue their own interests in the course of an issuance by the Issuer and when providing their associated advice. A conflict of interest of advisors may mean that they make an investment decision or suggestion in their own interest rather than in the interest of the investors.</p>
E.7	Estimated expenses charged to the investor by the Issuer or the offeror	Not applicable. The Issuer or the Lead Manager will not charge the investor any further costs over and above the Issue Price or the purchase price.

## ALLEGATO – NOTA DI SINTESI DELLA SINGOLA EMISSIONE

**Le note di sintesi sono costituite da una serie di informazioni denominate "Elementi". Questi elementi sono numerati nell'ambito delle Sezioni A – E (A.1 – E.7).**

**La presente nota di sintesi contiene tutti gli Elementi richiesti per la presente tipologia di titoli e di Emittente. La sequenza numerica degli Elementi potrebbe non essere completa nei casi in cui alcuni Elementi non debbano essere riportati.**

**Anche nel caso in cui un Elemento debba essere inserito in relazione alla tipologia di strumento e di Emittente, può accadere che non sia sempre possibile fornire alcuna informazione utile in merito ad esso. In questo caso la nota di sintesi riporterà una breve descrizione dell'Elemento con l'indicazione "Non Applicable".**

Sezione A – Introduzione e Avvertenze		
A.1	Avvertenze	<p>La presente Nota di Sintesi deve essere letta come un'introduzione al Prospetto di Base datato 29 giugno 2017 (come modificato di volta in volta) di Leonteq Securities AG (l’“Emittente”). Gli investitori dovrebbero basare qualsiasi decisione di investimento nei Prodotti sull'esame del Prospetto di Base nella sua interezza, inclusi i documenti incorporati mediante riferimento, ogni supplemento e le Condizioni Definitive.</p> <p>Qualora venga intrapresa un’azione legale dinanzi all’autorità giudiziaria in uno stato membro dell’Area Economica Europea in relazione alle informazioni contenute in un presente prospetto di base, inclusi i documenti incorporati mediante riferimento, ogni supplemento e le relative Condizioni Definitive il ricorrente potrebbe essere tenuto, a norma della legislazione nazionale di tale stato membro, a sostenere le spese della traduzione in una lingua accettata dal tribunale del prospetto di base, dei documenti incorporati mediante riferimento, di ogni supplemento e delle Condizioni Definitive, prima dell'avvio del procedimento legale.</p> <p>La responsabilità relativa al contenuto della presente Nota di Sintesi, comprese le sue eventuali traduzioni, incombe sull’Emittente o su quei soggetti preposti alla predisposizione della Nota di Sintesi, ma solo qualora la Nota di Sintesi risulti fuorviante, imprecisa o incoerente se letta congiuntamente alle altre parti del Prospetto di Base o se non fornisca, se letta congiuntamente alle altre parti del presente Prospetto di Base, tutte le necessarie informazioni fondamentali.</p>
A.2	- Consenso all’uso del Prospetto	<p>L’Emittente acconsente all’uso del Prospetto di Base e delle relative Condizioni Definitive da parte di qualsivoglia intermediario finanziario (consenso generale). Il consenso generale per la rivendita successiva o il collocamento finale dei Prodotti da parte degli intermediari finanziari viene prestato in relazione allo Stato in cui si svolge l’Offerta, durante il Periodo di Offerta nel corso del quale può svolgersi una rivendita successiva o il collocamento finale, sempreché il Prospetto di Base sia ancora valido, ai sensi dell’Articolo 9 del German Securities Prospectus Act.</p> <p>Per “Stato in cui si svolge l’Offerta” si intendono i seguenti Stati Membri: Italia.</p> <p>La rivendita successiva o il collocamento finale dei Prodotti da parte degli intermediari finanziari nello Stato in cui si svolge l’Offerta può essere svolta durante il Periodo di Offerta.</p>

	- Periodo di Offerta	<b>“Periodo di Offerta”</b> indica il periodo che inizia da, e che include, 05.03.2018 fino a, ed inclusa, la Data di Rilevazione Finale.
	- Condizioni relative al consenso	Il consenso di cui sopra è soggetto al rispetto delle restrizioni applicabili in materia di offerta e vendita dei Prodotti e di qualsiasi altra normativa applicabile. Ogni intermediario finanziario è tenuto a fornire ai potenziali investitori il Prospetto di Base unitamente agli eventuali supplementi. Il consenso all'utilizzo del Prospetto non è soggetto ad ulteriori condizioni.
	- Avviso che le informazioni sui termini e condizioni dell'offerta da parte di qualsiasi intermediario finanziario devono essere fornite dall'intermediario finanziario contestualmente all'offerta.	<b>In caso di offerta da parte di un intermediario finanziario, tale intermediario finanziario informerà gli investitori, nel momento in cui l'offerta viene fatta, circa i termini e le condizioni dell'offerta, definite nelle Condizioni Definitive.</b>

#### Sezione B – Emissione ed eventuali garanti

B.1	Denominazione legale e commerciale dell'Emissore	La denominazione legale e commerciale dell'Emissore è Leonteq Securities AG.
B.2	Domicilio, forma giuridica, legislazione e paese di costituzione	Leonteq Securities AG, precedentemente EFG Financial Products AG, è stata costituita e registrata a Zurigo, Svizzera, il 24 settembre 2007, in forma di società per azioni, ai sensi degli articoli 620 e seguenti del Codice Svizzero delle Obbligazioni, per una durata illimitata. Dallo stesso giorno, è registrata nel Registro Commerciale del Cantone di Zurigo, Svizzera, con il numero CHE-113.829.534. La sede legale di Leonteq Securities AG è in Europaallee 39, 8004 Zurigo, Svizzera, ed il numero di telefono generale è +41 58 800 1000.
B.4b	Tendenze note riguardanti l'Emissore e i settori in cui opera	Non applicabile; non ci sono tendenze note riguardanti l'Emissore e i settori in cui opera.
B.5	Descrizione del gruppo	Leonteq Securities AG, che può anche operare tramite la succursale del Guernsey (Leonteq Securities AG, Guernsey Branch) o tramite la succursale di Amsterdam (Leonteq Securities AG, Amsterdam Branch), è un'impresa interamente controllata da Leonteq AG, precedentemente EFG Financial Products Holding AG, (Leonteq AG insieme con le proprie controllate, "Gruppo Leonteq"). Le azioni di Leonteq AG sono quotate sul SIX Swiss Exchange e possedute, tra gli altri, dalla Raiffeisen Switzerland Cooperative, da Rainer-Marc Frey, da dirigenti e impiegati del Gruppo Leonteq.
B.9	Previsioni o stime degli utili	Non applicabile; l'Emissore non ha effettuato alcuna previsione o stima degli utili.
B.10	Rilievi contenuti nella relazione di revisione	Non applicabile; non ci sono rilievi nella relazione di revisione relativa agli esercizi passati dell'Emissore.

B.12	Informazioni finanziarie fondamentali selezionate relative all'Emittente, dichiarazione circa gli sviluppi previsti ed i cambiamenti significativi nella posizione finanziaria o commerciale dell'Emittente	<p>Le seguenti informazioni finanziarie (secondo le norme IFRS) sono state estratte dai bilanci sottoposti a revisione di Leonteq Securities AG, relativi agli anni conclusisi il 31 Dicembre 2015 ed il 31 dicembre 2016.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 40%;"></th><th style="text-align: center; width: 20%;">in migliaia di CHF</th><th style="text-align: center; width: 20%;">Anno concluso il 31 Dicembre 2015</th><th style="text-align: center; width: 20%;">Anno concluso il 31 Dicembre 2016</th></tr> <tr> <th></th><th>(sottoposto a revisione)</th><th>a (sottoposto a revisione)</th><th>a (sottoposto a revisione)</th></tr> </thead> <tbody> <tr> <td><b>Conto Economico (Income)</b></td><td></td><td></td><td></td></tr> <tr> <td>Totale dei proventi operativi (<i>Total operating income</i>)</td><td style="text-align: right;">171.831</td><td style="text-align: right;">147.029</td><td></td></tr> <tr> <td>Risultato della gestione operativa (Utili al lordo delle tasse) (<i>Result from operating activities (profit before taxes)</i>)</td><td style="text-align: right;">58.878</td><td style="text-align: right;">7.897</td><td></td></tr> <tr> <td></td><td></td><td style="text-align: center;"><b>31 Dicembre 2015</b> (sottoposto a revisione)</td><td style="text-align: center;"><b>31 Dicembre 2016</b> (sottoposto a revisione)</td></tr> <tr> <td><b>Stato Patrimoniale (Balance Sheet)</b></td><td></td><td></td><td></td></tr> <tr> <td>Totale attività (<i>Total assets</i>)</td><td style="text-align: right;">6.565.337</td><td style="text-align: right;">5.534.894</td><td></td></tr> <tr> <td>Altre passività finanziarie a fair value rilevate a conto economico (<i>Other financial liabilities at fair value through profit or loss</i>)</td><td style="text-align: right;">3.191.476</td><td style="text-align: right;">2.422.805</td><td></td></tr> <tr> <td>Patrimonio netto complessivo (<i>Total shareholders' equity</i>)</td><td style="text-align: right;">193.154</td><td style="text-align: right;">210.674</td><td></td></tr> <tr> <td colspan="4">Non vi è stato alcun cambiamento sostanziale negativo nelle prospettive dell'Emittente dalla data dell'ultimo bilancio sottoposto a revisione (31 Dicembre 2016).</td></tr> <tr> <td colspan="4">Non vi è stato alcun cambiamento significativo nella posizione finanziaria o commerciale dell'Emittente dalla data dell'ultimo bilancio sottoposto a revisione (31 Dicembre 2016).</td></tr> </tbody> </table>		in migliaia di CHF	Anno concluso il 31 Dicembre 2015	Anno concluso il 31 Dicembre 2016		(sottoposto a revisione)	a (sottoposto a revisione)	a (sottoposto a revisione)	<b>Conto Economico (Income)</b>				Totale dei proventi operativi ( <i>Total operating income</i> )	171.831	147.029		Risultato della gestione operativa (Utili al lordo delle tasse) ( <i>Result from operating activities (profit before taxes)</i> )	58.878	7.897				<b>31 Dicembre 2015</b> (sottoposto a revisione)	<b>31 Dicembre 2016</b> (sottoposto a revisione)	<b>Stato Patrimoniale (Balance Sheet)</b>				Totale attività ( <i>Total assets</i> )	6.565.337	5.534.894		Altre passività finanziarie a fair value rilevate a conto economico ( <i>Other financial liabilities at fair value through profit or loss</i> )	3.191.476	2.422.805		Patrimonio netto complessivo ( <i>Total shareholders' equity</i> )	193.154	210.674		Non vi è stato alcun cambiamento sostanziale negativo nelle prospettive dell'Emittente dalla data dell'ultimo bilancio sottoposto a revisione (31 Dicembre 2016).				Non vi è stato alcun cambiamento significativo nella posizione finanziaria o commerciale dell'Emittente dalla data dell'ultimo bilancio sottoposto a revisione (31 Dicembre 2016).			
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B.13	Descrizione di eventi recenti che sono sostanzialmente rilevanti per la valutazione della solvibilità dell'emittente.	Non applicabile; non si sono verificati eventi recenti che siano sostanzialmente rilevanti per la valutazione della solvibilità dell'emittente.																																																
B.14	B.5 plus  Dipendenza dell'Emittente da altri soggetti del gruppo	Vedi B.5.  Non applicabile; Leonteq Securities AG non ha alcuna società controllata.																																																

B.15	Descrizione delle attività principali dell'Emittente	<p>Le attività principali di Leonteq Securities AG includono lo sviluppo, la strutturazione, la distribuzione, la copertura del rischio, il regolamento, nonché l'attività di market-making e di servicer sul mercato secondario in relazione a prodotti strutturati, oltre che la strutturazione e gestione di certificates connessi a prodotti “variable annuity”.</p> <p>Leonteq Securities AG fornisce alcuni di questi servizi fondamentali ai partner commerciali operativi sulla propria piattaforma, sulla base di accordi di cooperazione. Inoltre, Leonteq Securities AG fornisce a terze parti, in Svizzera e all'estero, servizi di gestione patrimoniale strutturata e di Soluzioni di Pianificazione Assicurativa &amp; Patrimoniale oltre che servizi di intermediazione. Leonteq Securities AG distribuisce i prodotti finanziari direttamente agli investitori istituzionali o indirettamente ai clienti al dettaglio, attraverso intermediari finanziari terzi.</p>
B.16	Principali azionisti	Alla data del Prospetto di Base, il capitale azionario di Leonteq Securities AG è interamente detenuto da Leonteq AG, che, quale azionista unico, controlla Leonteq Securities AG.

### **Sezione C – Strumenti finanziari**

C.1	Tipo e classe degli strumenti finanziari offerti; codici di identificazione degli strumenti finanziari	<p><b>Tipo/Forma degli Strumenti Finanziari</b></p> <p>La struttura dei Prodotti prevede che l'ammontare del rimborso dipenda dall'andamento dei Componenti del Paniere. I Prodotti pagano anche una cedola.</p> <p>I Prodotti sono emessi in forma di strumenti finanziari senza certificato (<i>Wertrechte / Diritti Valori</i>), ai sensi dell'art. 973c del Codice Svizzero delle Obbligazioni. I Diritti Valori (<i>Wertrechte</i>) saranno creati dall'Emittente tramite la registrazione nel proprio registro Diritti Valori (<i>Wertrechtesbuch</i>). Tali Diritti Valori saranno poi inseriti nel registro principale (<i>Hauptregister</i>) dell'Agente Depositario. Dopo la registrazione dei Diritti Valori nel Registro Principale dell'Agente Depositario e l'inserimento nei conti titoli di uno o più soggetti aderenti all'Agente Depositario, i Prodotti saranno considerati “titoli intermediati” (<i>Bucheffekten</i>), ai sensi della Legge Svizzera sui Titoli Intermediati (<i>Bucheffektengesetz</i>).</p> <p><b>Identificazione degli Strumenti Finanziari</b></p> <p>ISIN: CH0402354077</p> <p>Valor: 40235407</p>
C.2	Valuta di emissione degli strumenti finanziari	La Valuta di Liquidazione dei Prodotti è Euro (“EUR”).
C.5	Restrizioni alla libera trasferibilità	Non applicabile; i prodotti saranno liberamente trasferibili.
C.8	Diritti connessi agli strumenti finanziari, compreso il ranking e le restrizioni a tali diritti	<p><b>Legge applicabile</b></p> <p>La forma ed il contenuto dei Prodotti e tutti i diritti e gli obblighi dell'Emittente e dei Portatori saranno disciplinati ed interpretati sotto tutti gli aspetti ai sensi delle leggi svizzere.</p> <p><b>Diritti connessi ai Prodotti</b></p> <p>Ogni Prodotto dà diritto al Portatore di ottenere il pagamento dell'Importo di</p>

		<p>Rimborso nella Data di Rimborso come descritto più in dettaglio nel riquadro C.15.</p> <p><b>Status degli Prodotti</b></p> <p>I Prodotti costituiscono obbligazioni contrattuali generali dell'Emittente e non sono garantiti da alcun bene dell'Emittente. I Prodotti avranno pari grado tra di loro e, fatte salve le eccezioni eventualmente previste dalla legge applicabile, concorreranno con pari grado con tutte le altre obbligazioni non garantite e non subordinate dell'Emittente, ad esclusione dei debiti ritenuti di volta in volta privilegiati dalla legge applicabile e di qualsiasi obbligazione subordinata.</p> <p><b>Limiti ai diritti</b></p> <p>In presenza di determinate condizioni, l'Emittente ha il diritto di estinguere in via straordinaria i Prodotti e di modificarne i termini e le condizioni.</p>
C.11	Ammissione alla negoziazione	<p>EuroTLX SIM S.p.A., negoziati sul sistema multilaterale di negoziazione (MTF) EuroTLX. L'Emittente ed il <i>Lead Manager</i> non assumono alcun obbligo legale circa l'effettivo ottenimento dell'ammissione alla negoziazione entro il Primo Giorno di Negoziazione Programmato o circa il mantenimento di qualunque ammissione alla negoziazione eventualmente ottenuta.</p>
C.15	<p>Descrizione di come il valore dell'investimento sia influenzato dal valore degli strumenti sottostanti</p>	<p>Esiste una relazione tra il valore economico dei Prodotti ed il valore economico del Sottostante. I Prodotti sono strutturati in modo tale che il valore di un Prodotto normalmente diminuisce all'aumentare del valore del Sottostante.</p> <p>L'ammontare dell'Importo di Rimborso ed il momento del rimborso dei Prodotti dipendono dal verificarsi di un Evento Autocall. Se ciò avviene, i Prodotti si estinguono prima della scadenza e sono rimborsati anticipatamente, a seguito della Data di Osservazione Autocall in cui l'Evento Autocall si è verificato. In questo caso, l'Importo di Rimborso nella Valuta di Liquidazione è pari al Prezzo di Emissione.</p> <p>Un Evento Autocall si verifica se in una Data di Osservazione Autocall i Prezzi di Riferimento (come definiti sotto nell'Elemento C.19) di tutti i Componenti del Paniere si trovano al di sotto del Livello di Attivazione Autocall.</p> <p>Se non si verifica un rimborso anticipato, la performance dei Componenti del Paniere determina l'ammontare dell'Importo di Rimborso alla Data di Rimborso (come definita sotto nell'Elemento C.16).</p> <p>L'Importo di Rimborso viene determinato come segue:</p> <ul style="list-style-type: none"> <li>(i) Se non si è verificato alcun Evento Barriera, l'Importo di Rimborso è pari al Prezzo di Emissione;</li> <li>(ii) Se la condizione di cui al punto (i) non si è verificata, l'Importo di Rimborso è pari al Prezzo di Emissione moltiplicato per la differenza tra 200% e la Performance del Componente del Paniere con la migliore performance. L'Importo di Rimborso è pari almeno a zero (0).</li> </ul> <p>Inoltre, il Portatore riceve un Importo della Cedola nelle Date di Pagamento della Cedola (come definite sotto nell'Elemento C.16). Il pagamento della cedola è condizionato al verificarsi di un certo evento in relazione ai Componenti del Paniere (ad es. il raggiungimento o il superamento di una certa soglia (ad es. il Livello di Attivazione della Cedola)). Qualora tale</p>

		<p>evento non si verificasse, non ci sarà alcun pagamento di cedole nella relativa Data di Pagamento della Cedola.</p> <p>Quanto ai pagamenti delle cedole, dev'essere altresì tenuto presente che, in caso di rimborso anticipato dei Prodotti, il Portatore riceverà comunque l'Importo della Cedola per la Data di Pagamento della Cedola relativa alla data rimborso anticipata (come definita sotto nell'Elemento C.16) . Tuttavia, non ha diritto di ottenere il pagamento delle cedole per le future Date di Pagamento delle Cedole.</p> <p>Date di Osservazione Autocall: 21.05.2018, 20.06.2018, 20.07.2018, 20.08.2018, 20.09.2018, 22.10.2018, 20.11.2018, 20.12.2018, 22.01.2019, 20.02.2019 ,20.03.2019, 23.04.2019, 20.05.2019, 20.06.2019, 22.07.2019, 20.08.2019 ,20.09.2019, 21.10.2019, 20.11.2019, 20.12.2019, 21.01.2020, 20.02.2020, 20.03.2020</p> <p>Livello di Attivazione Autocall (del Livello di Rilevazione Iniziale): 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 100.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%, 110.00%</p> <p>Evento Barriera: Si è verificato se il livello finale di un componente del panierè è pari o superiore alla rispettiva barriera</p> <p>Livello Barriera: 140.00% del Livello di Rilevazione Iniziale</p> <p>Importo della Cedola (Livello di Attivazione della Cedola (del Livello di Rilevazione Iniziale)):</p> <p>EUR 8.33 (120.00%), EUR 40.00 (100.00%; Ogni data di riferimento viene considerata singolarmente e non può esserci alcun pagamento per recuperare gli Importi della Cedola.) Prezzo di Emissione: EUR 1'000.00</p>
C.16	Data di Liquidazione, Data di Valutazione Finale	<p>Data di Rimborso: 27.04.2020</p> <p>Data di Rilevazione Finale: 20.04.2020</p> <p>Data di Rimborso Anticipata: 24.05.2018, 25.06.2018, 25.07.2018, 23.08.2018, 25.09.2018, 25.10.2018, 23.11.2018, 27.12.2018, 25.01.2019, 25.02.2019, 25.03.2019, 26.04.2019, 23.05.2019, 25.06.2019, 25.07.2019, 23.08.2019, 25.09.2019, 24.10.2019, 25.11.2019, 27.12.2019, 24.01.2020, 25.02.2020, 25.03.2020</p> <p>Date di Pagamento della Cedola: 24.05.2018, 25.06.2018, 25.07.2018, 23.08.2018, 25.09.2018, 25.10.2018, 23.11.2018, 27.12.2018, 25.01.2019, 25.02.2019, 25.03.2019, 26.04.2019, 23.05.2019, 25.06.2019, 25.07.2019, 23.08.2019, 25.09.2019, 24.10.2019, 25.11.2019, 27.12.2019, 24.01.2020, 25.02.2020, 25.03.2020, 27.04.2020</p> <p>Alla Data di Pagamento della Cedola, il Portatore ha diritto a ricevere il relativo pagamento della cedola solo se ha acquistato/non venduto il Prodotto non oltre il Giorno Lavorativo precedente la rispettiva Data-Ex della Cedola, al prezzo applicabile in quel momento. "Data-Ex della Cedola" significa, relativamente a qualsiasi Prodotto che comporti il pagamento di una cedola, il primo Giorno di Negoziazione Programmato in cui tale Prodotto viene quotato senza il diritto a ricevere l'importo cedolare alla successiva Data di Pagamento della Cedola. Per quanto riguarda la Data-Ex della Cedola, potrebbero applicarsi convenzioni di mercato locali.</p>
C.17	Modalità Regolamento di	L'Emittente dovrà far sì che l'eventuale Importo di Rimborso sia trasferito tramite l'Agente di Pagamento al Sistema di Compensazione per la

		trasmissione ai Portatori alla Data di Rimborso.																														
C.18	Descrizione delle modalità secondo le quali si generano i proventi degli strumenti derivati	L'Emittente sarà ritenuto adempiente dei propri obblighi di pagamento e/o consegna relativamente all'ammontare così pagato o consegnato, una volta effettuato il pagamento e/o la consegna di tale ammontare al, o per richiesta del, relativo Sistema di Compensazione (o ad un depositario o ad altro soggetto nominato).																														
C.19	Prezzo di riferimento del sottostante	<p>Livello di Rilevazione Finale: significa il Prezzo di Riferimento alla Data di Rilevazione Finale</p> <p>Prezzo di Riferimento: indica il prezzo di chiusura di un Componente del Paniere come deterministiche estratti e pubblicati sulla relativa borsa.</p>																														
C.20	Descrizione del tipo di sottostante e di dove siano reperibili le informazioni relative al sottostante	<p>Tipologia: Paniere di Azioni</p> <table border="1"> <thead> <tr> <th>Nome del Sottostante</th> <th>ISIN</th> <th>Mercato</th> <th>Bloomberg page</th> <th>Sito internet</th> </tr> </thead> <tbody> <tr> <td>FACEBOOK INC-A</td> <td>US30303M1027</td> <td>NASDAQ</td> <td>FB UQ</td> <td><a href="http://www.nasdaq.com">www.nasdaq.com</a></td> </tr> <tr> <td>FERRARI NV</td> <td>NL0011585146</td> <td>Milan Stock Exchange</td> <td>RACE IM</td> <td><a href="http://www.borsaitaliana.com">www.borsaitaliana.com</a></td> </tr> <tr> <td>HENNES &amp; MAURITZ AB-B SHS</td> <td>SE0000106270</td> <td>NASDAQ Nordic Exchange Stockholm</td> <td>HMB SS</td> <td><a href="http://www.nasdaqomxnordic.com">www.nasdaqomxnordic.com</a></td> </tr> <tr> <td>NETFLIX INC</td> <td>US64110L1061</td> <td>NASDAQ</td> <td>NFLX UQ</td> <td><a href="http://www.nasdaq.com">www.nasdaq.com</a></td> </tr> <tr> <td>NVIDIA CORP</td> <td>US67066G1040</td> <td>NASDAQ</td> <td>NVDA UQ</td> <td><a href="http://www.nasdaq.com">www.nasdaq.com</a></td> </tr> </tbody> </table>	Nome del Sottostante	ISIN	Mercato	Bloomberg page	Sito internet	FACEBOOK INC-A	US30303M1027	NASDAQ	FB UQ	<a href="http://www.nasdaq.com">www.nasdaq.com</a>	FERRARI NV	NL0011585146	Milan Stock Exchange	RACE IM	<a href="http://www.borsaitaliana.com">www.borsaitaliana.com</a>	HENNES & MAURITZ AB-B SHS	SE0000106270	NASDAQ Nordic Exchange Stockholm	HMB SS	<a href="http://www.nasdaqomxnordic.com">www.nasdaqomxnordic.com</a>	NETFLIX INC	US64110L1061	NASDAQ	NFLX UQ	<a href="http://www.nasdaq.com">www.nasdaq.com</a>	NVIDIA CORP	US67066G1040	NASDAQ	NVDA UQ	<a href="http://www.nasdaq.com">www.nasdaq.com</a>
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#### Sezione D – Rischi

D.2	Informazioni fondamentali sui principali rischi specifici per l'Emittente	<p>L'Emittente è esposto ai rischi derivanti principalmente dall'emissione di prodotti di investimento strutturati. L'Emittente è esposto ai rischi di mercato, risultanti da disallineamenti tra l'esposizione ai prezzi delle azioni, ai tassi d'interesse, alle valute, agli spread di credito ed ai prezzi delle merci derivanti dall'emissione di prodotti d'investimento strutturati e gli strumenti che l'Emittente utilizza per coprire la propria esposizione, ed ai rischi di liquidità collegati alla necessità di finanziare attività di copertura. L'Emittente è esposto ai rischi di credito derivanti dall'esposizione alle controparti e dall'investimento in obbligazioni ed altri strumenti a reddito fisso dei proventi derivanti dall'emissione di prodotti d'investimento strutturati. L'Emittente è inoltre esposto a rischi di modello, operativi e reputazionali, così come ai potenziali cambiamenti del panorama normativo e macroeconomico.</p> <ul style="list-style-type: none"> <li>• L'informazione finanziaria sull'Emittente non dovrebbe essere considerata come prova dei risultati futuri.</li> </ul>
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		<ul style="list-style-type: none"> <li>• L'Emittente potrebbe non essere in grado di adempiere alle proprie obbligazioni a causa di una situazione finanziaria deteriorata. L'Emittente potrebbe diventare insolvente.</li> <li>• L'Emittente è esposto al rischio che il proprio modello di valutazione e di misurazione dei rischi possa essere sbagliato e che le misure adottate per la gestione dei rischi possano rivelarsi inefficaci.</li> <li>• L'Emittente è esposto ai rischi di mercato derivanti da posizioni aperte su tassi d'interesse, valute, merci, prodotti di credito, azionari e di altro genere che potrebbero pregiudicare la propria situazione patrimoniale.</li> <li>• L'Emittente è esposto ad una significativa e sempre maggiore concorrenza che potrebbe pregiudicare la propria situazione patrimoniale.</li> <li>• L'Emittente è esposto ai rischi connessi all'attività di platform partner che potrebbero pregiudicare la propria situazione patrimoniale futura.</li> <li>• L'Emittente è esposto al rischio di credito delle proprie controparti.</li> <li>• L'Emittente è esposto al rischio di liquidità del mercato ed al rischio di provvista di liquidità che potrebbero pregiudicare la propria capacità di svolgere la propria attività nonché la propria situazione patrimoniale futura.</li> <li>• L'esposizione dell'Emittente al rischio degli strumenti finanziari porta a talune concentrazioni di rischi che potrebbero tradursi in una rilevante perdita dell'Emittente che a sua volta potrebbe pregiudicare la situazione patrimoniale dell'Emittente.</li> <li>• Le attività ed i risultati delle operazioni dell'Emittente possono essere pregiudicati dai rischi operativi. L'Emittente potrebbe risentire negativamente dei rischi di compliance, rischi legali, normativi e reputazionali.</li> <li>• L'Emittente potrebbe risentire negativamente dei rischi di natura fiscale.</li> </ul>
D.3 D.6	Informazioni fondamentali sui principali rischi specifici degli strumenti finanziari	<p><i>Chiunque investa nei Prodotti dovrebbe tenere in considerazione la possibilità che possa verificarsi una perdita totale del capitale investito o di parte di esso.</i></p> <p><b><u>1. Fattori di rischio relativi a tutti i Prodotti</u></b></p> <ul style="list-style-type: none"> <li>• I Prodotti sono strumenti di investimento rischiosi. Rispetto ad altre forme di investimento del capitale, il rischio di perdita è elevato – e si estende fino alla perdita totale del capitale investito nonché dei costi sostenuti in relazione all'operazione.</li> <li>• I Prodotti, salvo espressa previsione in altro senso, non generano alcuna rendita periodica e, in particolar modo, non conferiscono alcun diritto ad ottenere il pagamento di dividendi.</li> <li>• La remuneratività per il singolo investitore dipende in modo significativo dal prezzo di acquisto pagato per il Prodotto e dalla performance del Prodotto. Il rischio di perdite esiste già nel corso della durata di un Prodotto.</li> <li>• I Prodotti possono essere liquidati mediante consegna fisica e gli</li> </ul>

	<p>investitori non riceveranno un importo monetario. Esiste un rischio che il Sottostante consegnato, rispettivamente il componente del paniere consegnato o gli strumenti finanziari di riferimento consegnati, abbiano un valore notevolmente basso o siano, di fatto, senza valore. In tal caso, esiste un rischio di perdita – fino alla perdita totale del capitale investito nonché dei costi sostenuti in relazione all’operazione. Inoltre, gli investitori sono esposti ai rischi dell’emittente e dei titoli del Sottostante da consegnare.</p> <ul style="list-style-type: none"> <li>• Gli investitori sono esposti al rischio di credito dell’Emittente dei Prodotti. I Prodotti non sono né garantiti né assistiti da alcun fondo di protezione del deposito o da alcuna agenzia governativa.</li> <li>• La collateralizzazione, conformemente a quanto previsto dal SIX Swiss Exchange AG «<i>Framework Agreement for Collateral Secured Instruments</i>» (COSI (“Accordo Quadro per Strumenti Garantiti da Collaterale”), riduce il rischio di default dell’emittente solo nella misura in cui i proventi della liquidazione del collaterale siano in grado di soddisfare le pretese degli investitori. Qualora il calcolo del valore corrente di un Prodotto COSI si riveli essere non corretto, il collaterale fornito per il Prodotto COSI potrebbe risultare insufficiente. Gli investitori non vantano direttamente un diritto di garanzia sul collaterale.</li> <li>• Gli investitori dovrebbero tener presente che le oscillazioni di prezzo del Sottostante (o il non verificarsi di un’oscillazione di prezzo attesa) potrebbero ridurre il valore dei Prodotti in maniera non proporzionale o addirittura renderli senza valore e non c’è alcuna garanzia che, in caso di Prodotti con durata limitata, il prezzo dei Prodotti recuperi nel tempo.</li> <li>• Gli investitori dovrebbero tener presente che potrebbero non essere in grado di coprire la propria esposizione derivante dall’investimento nei Prodotti.</li> <li>• Il ricorso a forme di finanziamento tramite credito per l’acquisto dei Prodotti aumenta in maniera rilevante il rischio di perdita per gli investitori.</li> <li>• Le transazioni dell’Emittente o delle rispettive affiliate volte a coprire i rischi relativi all’esecuzione ed all’adempimento degli obblighi connessi ai prodotti possono avere un considerevole impatto sull’andamento del Sottostante e, di conseguenza, sui prodotti.</li> <li>• Le commissioni e gli altri costi di transazione riducono le possibilità per l’Investitore di ottenere un profitto dall’acquisto del Prodotto.</li> <li>• Gli investitori sono esposti al rischio di un’aspettativa errata circa la liquidità dei Prodotti ingenerata dall’ammontare dell’emissione riportato nelle Condizioni Definitive.</li> <li>• Coloro che investono in Prodotti quotati o in Prodotti collegati a Sottostanti e/o componenti del paniere quotati sono soggetti ai rischi derivanti da ogni eventuale sospensione della negoziazione o revoca della quotazione dal rispettivo mercato per ragioni non imputabili all’Emittente o al Lead Manager e ciò può avere un impatto negativo sul valore dei Prodotti.</li> <li>• I Prodotti potrebbero non avere liquidità o il mercato per tali Prodotti potrebbe essere limitato e ciò potrebbe avere un impatto negativo sul</li> </ul>
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	<p>loro valore o sulla possibilità per l'Investitore di disporne.</p> <ul style="list-style-type: none"> <li>• Gli eventi di turbativa del mercato, le misure di adeguamento ed i diritti di estinzione potrebbero influire negativamente sul valore dei Prodotti.</li> <li>• In talune circostanze l'Emissore ha il diritto di estinguere anticipatamente i Prodotti. In tal caso, gli Investitori riceveranno un ragionevole prezzo di mercato, determinato secondo la ragionevole discrezione dell'Emissore, che potrebbe essere uguale a zero.</li> <li>• Le correzioni, integrazioni o modifiche alle Condizioni potrebbero risultare pregiudizievoli per gli Investitori.</li> <li>• Gli Investitori sono esposti al rischio che eventi che potrebbero avere un impatto negativo sul prezzo del Sottostante siano resi pubblici dopo la predisposizione delle Condizioni Definitive.</li> <li>• I cambiamenti nella normativa fiscale possono influenzare negativamente il valore di mercato dei Prodotti o modificare il trattamento fiscale dei Prodotti.</li> <li>• I Portatori dovrebbero tenere in considerazione che, laddove sia presente un periodo di sottoscrizione, l'Emissore si riserva il diritto di terminare anticipatamente il periodo di sottoscrizione ovvero di estenderlo. Occorre altresì tenere conto che l'Emissore non è obbligato ad accettare le domande di sottoscrizione o ad emettere i Prodotti sottoscritti.</li> <li>• Laddove i pagamenti legati ai Prodotti siano effettuati in una valuta differente rispetto a quella del Sottostante, gli Investitori sono esposti anche all'andamento della valuta del Sottostante, che non può essere prevista. Esiste un rischio di valuta anche laddove il conto dell'investitore su cui dev'essere accreditato ogni importo dovuto sia espresso in una valuta differente dalla Valuta di Liquidazione del Prodotto.</li> <li>• Per effetto dell'implementazione della <i>Financial Transaction Tax</i>, gli investitori potrebbero essere responsabili in prima persona del pagamento di tale imposta o del rimborso dell'imposta pagata da un istituto finanziario e/o tale imposta potrebbe influire negativamente sul valore dei Prodotti.</li> <li>• Esiste un rischio di ritenuta d'acconto dovuto alla legislazione in materia di pagamento di dividendi equivalenti (Sezione 871(m) dello U.S. Internal Revenue Code).</li> <li>• </li> </ul>
	<p><b><u>2. Fattori di rischio relativi ad alcune tipologie di Prodotti</u></b></p>
	<p><i>Rischi relativi alla performance degli Inverse Express Certificates dovuti alla struttura inversa</i></p> <p>In caso di Inverse Express Certificates, la performance dei Prodotti dipende in maniera inversamente proporzionale dall'andamento dei Componenti del Paniere. Ciò significa che i Prodotti consentono ai Portatori di trarre profitto dalla perdita di valore dei Componenti del Paniere. Di conseguenza, il valore di un Inverse Express Certificate generalmente diminuisce (indipendentemente da altre caratteristiche e fattori che determinano i prezzi dei Prodotti), se il valore dei Componenti del Paniere aumenta.</p>

	<p><u>Rischio di perdita totale e rischi collegati al rimborso anticipato</u></p> <p>L’ammontare dell’Importo di Rimborso ed il momento per il rimborso dei Prodotti dipendono dal verificarsi o meno di un Evento Autocall in una Data di Osservazione Autocall.</p> <p>Se tale evento si verifica prima della Data di Rilevazione Finale, i Prodotti si estinguono prima della scadenza e sono rimborsati anticipatamente, secondo quanto previsto dalle Condizioni. In caso di un tale rimborso anticipato, l’andamento futuro del prezzo dei componenti del Paniere è irrilevante per il Portatore.</p> <p>Se non vi è stato un rimborso anticipato dei Prodotti, l’ammontare dell’Importo di Rimborso dipende dall’andamento del prezzo dei Componenti del Paniere. I Portatori devono tenere presente che se si verifica un Evento Barriera il diritto al rimborso minimo viene meno ed il Portatore è esposto ad un rischio di perdita se il valore dei Componenti del Paniere aumenta. In tal caso, il Portatore è esposto al rischio di una perdita totale del capitale investito. Una perdita totale si verifica quando la Performance del Componente del Paniere con la migliore performance è uguale o superiore al 200% alla scadenza.</p> <p>Inoltre, la struttura dei Prodotti prevede la possibilità per il Portatore di ricevere in alcune date un Importo della Cedola. Il pagamento della cedola è condizionato al verificarsi di alcuni eventi relativi ai Componenti del Paniere (ad es. il raggiungimento o il superamento di alcune soglie di valore in una data specificata). Qualora tale evento non si verificasse, non ci sarebbe alcun pagamento di cedole nella rispettiva Data di Pagamento della Cedola. I Portatori devono tenere in considerazione che non riceveranno alcun pagamento di cedole durante l’intera durata dei Prodotti, a seconda del caso, qualora non si verifichino i presupposti in una data rilevante per la determinazione del pagamento della cedola. La volatilità dei Componenti del Paniere è un fattore importante per determinare la probabilità del verificarsi di un evento che dia il diritto di ricevere il relativo Importo della Cedola. Maggiore è la volatilità dei Componenti del Paniere, maggiore è il rischio per il Portatore che le condizioni non si verifichino e che dunque il Portatore non riceva alcun Importo della Cedola alla Data di Pagamento della Cedola.</p> <p>Quanto ai pagamenti delle cedole, occorre tenere conto che, in caso di rimborso anticipato dei Prodotti, il Portatore riceverà comunque l’Importo della Cedola per la Data di Pagamento della Cedola relativa alla Data di Rimborso Anticipata. Tuttavia, non ha diritto di ottenere pagamenti di cedole per le future Date di Pagamento della Cedola.</p> <p><u>L’Importo di Rimborso è limitato all’Importo di Rimborso Massimo</u></p> <p>L’Importo di Rimborso (senza considerare un possibile Importo della Cedola) è limitato al Valore Nominale (Importo di Rimborso Massimo).</p>
	<p><b><u>3. Fattori di rischio associati ad alcuni tipi di Sottostante</u></b></p> <p>A seconda del Sottostante al quale i Prodotti generano un’esposizione, i Portatori sono esposti ai ad ulteriori rischi propri della tipologia di Sottostante e dell’andamento dei suoi prezzi di mercato poiché l’Importo di Rimborso e/o l’Importo della CedolaImporto della Cedola che , a seconda del caso, il Portatore potrebbe ricevere in base alle relative Condizioni, dipendono dall’andamento del prezzo del Sottostante. In caso di andamento sfavorevole del Sottostante l’investitore potrebbe subire perdite fino alla totale perdita del capitale investito (inclusi i costi di transazione). Le tipologie di Sottostanti</p>

	<p>previste nel Prospetto di Base si differenziano significativamente quanto alla loro usuale volatilità del prezzo. I Portatori dovrebbero investire nei Prodotti soltanto se hanno familiarità con il rispettivo Sottostante ed hanno una conoscenza completa del tipo, del mercato e delle altre regole del Sottostante stesso.</p>
	<p><b><u>4. Fattori di rischio associati ai conflitti di interessi</u></b></p> <p><i><u>Conflitti di interessi relativi al Sottostante</u></i></p> <p>L’Emittente e le altre società del Gruppo negoziano sul Sottostante o su componenti del Sottostante o in opzioni o contratti <i>future</i> relativi al Sottostante o alle sue componenti nel normale corso dei loro affari e possono di volta in volta partecipare ad operazioni connesse ai Prodotti in conto proprio o per conto di altri. L’Emittente e le altre società del Gruppo possono anche mantenere interessi in singoli sottostanti o nelle società rientranti in tali Sottostanti, così che potrebbero sorgere conflitti d’interessi in relazione ai Prodotti.</p> <p><i><u>Conflitti di interessi relativi allo svolgimento di un’altra funzione</u></i></p> <p>Inoltre, l’Emittente e le altre società del Gruppo possono altresì svolgere ulteriori funzioni in relazione al Sottostante o ai suoi componenti, in qualità agente di emissione, agente di calcolo, agente di pagamento e/o agente amministrativo. Pertanto, potrebbero esserci conflitti di interessi connessi alle funzioni svolte al momento della determinazione dei prezzi o di altri elementi dei Prodotti tra le società del Gruppo interessate e tra le società e gli investitori. Inoltre, l’Emittente e le altre società del Gruppo possono agire in qualità di membri di un consorzio, di consulente finanziario o banca commerciale, nell’ambito di future offerte del Sottostante o dei suoi componenti; attività di questo tipo possono anche generare conflitti di interessi e incidere sul valore dei Prodotti.</p> <p><i><u>Conflitti di interessi relativi alla performance delle operazioni di copertura (hedging transactions)</u></i></p> <p>L’Emittente può utilizzare in parte o in tutto i proventi derivanti dalla vendita dei Prodotti per operazioni di copertura. Tali operazioni di copertura possono influenzare il prezzo, determinato sul mercato, dei Sottostanti o dei componenti del Sottostante.</p> <p><i><u>Conflitti di interessi relativi all’emissione di ulteriori prodotti derivati</u></i></p> <p>L’Emittente e le altre società del Gruppo possono emettere ulteriori strumenti finanziari derivati correlati al Sottostante o a componenti del Sottostante, inclusi quelli che hanno caratteristiche uguali o simili ai Prodotti. L’emissione di prodotti che sono concorrenti ai Prodotti può avere un impatto sul prezzo del Sottostante o dei componenti del Sottostante e di conseguenza sul prezzo dei Prodotti.</p> <p><i><u>Conflitti di interesse relativi ad informazioni specifiche sul Sottostante</u></i></p> <p>L’Emittente e le altre società del Gruppo possono ricevere informazioni non pubbliche relative al Sottostante o a componenti del Sottostante, ma non sono obbligati a trasmettere tali informazioni ai Portatori. Inoltre, società del Gruppo possono pubblicare relazioni di ricerche sul Sottostante o su componenti del Sottostante. Tali attività possono generare specifici conflitti di interessi e pertanto avere un impatto sul valore dei Prodotti.</p> <p><i><u>Conflitti di interesse relativi alla determinazione del prezzo di vendita dei</u></i></p>

	<p><u>Prodotti ed al pagamento di commissioni</u></p> <p>Il prezzo di vendita dei Prodotti può prevedere - oltre, ove opportuno, ad oneri fissi di emissione e commissioni di gestione o di altra natura – costi aggiuntivi che non sono trasparenti per l’investitore rispetto all’iniziale “fair value” matematico dei Prodotti (il “<b>margine</b>”). Tale margine sarà determinato dall’Emittente a sua esclusiva discrezione e può differire dai costi aggiuntivi fissati da altri emittenti su Prodotti analoghi.</p> <p><u>Conflitto di interessi relativo al Market Making per i Prodotti</u></p> <p>In linea di principio resta inteso che, in condizioni normali di mercato, il <i>Lead Manager</i> o, ove previsto, una terza parte, quoterà regolarmente i prezzi di acquisto e vendita per ogni emissione dei Prodotti. Tuttavia, non viene assunto alcun obbligo circa l’ammontare o la presentazione di tali quotazioni. Occorre considerare che potrebbe non essere possibile vendere i Prodotti in un particolare momento o a un particolare prezzo nel corso della loro durata.</p> <p><u>Interessi di terze parti coinvolte nell’emissione</u></p> <p>L’Emittente può coinvolgere altre parti in stretta cooperazione nonché consulenti esterni nell’emissione dei Prodotti, ad esempio nella composizione ed adeguamento di un paniere o di un indice. È possibile che tali parti e consulenti perseguano i loro propri interessi nel corso di un’emissione da parte dell’Emittente e quando forniscono la propria consulenza. L’esistenza di un conflitto di interessi dei consulenti può significare che gli stessi prendano una decisione di investimento o forniscono un parere nel proprio interesse anziché nell’interesse degli investitori.</p>
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#### Sezione E – Offerta

E.2b	Ragioni dell’offerta e impiego dei proventi, se diversi dalla ricerca del profitto	Non applicabile; i proventi derivanti dalla vendita dei Prodotti sono utilizzati per coprire le obbligazioni di pagamento derivanti dall’emissione dei prodotti e per finalità connesse all’ordinaria attività dell’Emittente.
E.3	Descrizione dei termini e delle condizioni dell’offerta	<p>Prezzo di Emissione: EUR 1'000.00</p> <p>Data di Emissione: 25.04.2018</p> <p>I Prodotti non saranno oggetto di collocamento presso il pubblico e saranno ammessi alla negoziazione sul MTF di EuroTLX senza previo periodo di sottoscrizione.</p>
E.4	Descrizione di eventuali interessi significativi per l’emissione/l’offerta compresi interessi in conflitto	<p>L’Emittente e le altre società del Gruppo negoziano sul Sottostante o su componenti del Sottostante o in opzioni o contratti <i>future</i> relativi al Sottostante o alle sue componenti nel normale corso dei loro affari e possono di volta in volta partecipare ad operazioni connesse ai Prodotti in conto proprio o per conto di altri. L’Emittente e le altre società del Gruppo possono anche mantenere interessi in singoli sottostanti o nelle società rientranti in tali Sottostanti, così che potrebbero sorgere conflitti d’interessi in relazione ai Prodotti.</p> <p>Inoltre, l’Emittente e le altre società del Gruppo possono altresì svolgere ulteriori funzioni in relazione al Sottostante o ai suoi componenti, in qualità agente di emissione, agente di calcolo, agente di pagamento e/o agente amministrativo. Pertanto, potrebbero esserci conflitti di interessi connessi alle funzioni svolte al momento della determinazione dei prezzi o di altri elementi dei Prodotti tra le società del Gruppo interessate e tra le società e gli investitori. Inoltre, l’Emittente e le altre società del Gruppo possono agire in</p>

		<p>qualità di membri di un consorzio, di consulente finanziario o banca commerciale, nell'ambito di future offerte del Sottostante o dei suoi componenti; attività di questo tipo possono anche generare conflitti di interessi e incidere sul valore dei Prodotti.</p> <p>L'Emittente può utilizzare in parte o in tutto i proventi derivanti dalla vendita dei Prodotti per operazioni di copertura. Tali operazioni di copertura possono influenzare il prezzo, determinato sul mercato, dei Sottostanti o dei componenti del Sottostante.</p> <p>L'Emittente e le altre società del Gruppo possono emettere ulteriori strumenti finanziari derivati correlati al Sottostante o a componenti del Sottostante, inclusi quelli che hanno caratteristiche uguali o simili ai Prodotti. L'emissione di prodotti che sono concorrenti ai Prodotti può avere un impatto sul prezzo del Sottostante o dei componenti del Sottostante e di conseguenza sul prezzo dei Prodotti.</p> <p>L'Emittente e le altre società del Gruppo possono ricevere informazioni non pubbliche relative al Sottostante o a componenti del Sottostante, ma non sono obbligati a trasmettere tali informazioni ai Portatori. Inoltre, società del Gruppo possono pubblicare relazioni di ricerche sul Sottostante o su componenti del Sottostante. Tali attività possono generare specifici conflitti di interessi e pertanto avere un impatto sul valore dei Prodotti.</p> <p>Il prezzo di vendita dei Prodotti può prevedere - oltre, ove opportuno, ad oneri fissi di emissione e commissioni di gestione o di altra natura – costi aggiuntivi che non sono trasparenti per l'investitore rispetto all'iniziale “<i>fair value</i>” matematico dei Prodotti (il “<b>margine</b>”). Tale margine sarà determinato dall'Emittente a sua esclusiva discrezione e può differire dai costi aggiuntivi fissati da altri emittenti su Prodotti analoghi.</p> <p>In linea di principio resta inteso che, in condizioni normali di mercato, il <i>Lead Manager</i> o, ove previsto, una terza parte, quoterà regolarmente i prezzi di acquisto e vendita per ogni emissione dei Prodotti. Tuttavia, non viene assunto alcun obbligo legale circa l'ammontare o la presentazione di tali quotazioni. Occorre considerare che potrebbe non essere possibile vendere i Prodotti in un particolare momento o a un particolare prezzo nel corso della loro durata.</p> <p>L'Emittente può coinvolgere altre parti in stretta cooperazione nonché consulenti esterni nell'emissione dei Prodotti, ad esempio nella composizione ed adeguamento di un panier o di un indice. È possibile che tali parti e consulenti perseguano i loro propri interessi nel corso di un'emissione da parte dell'Emittente e quando forniscono la propria consulenza. L'esistenza di un conflitto di interessi dei consulenti può significare che gli stessi prendano una decisione di investimento o forniscono un parere nel proprio interesse anziché nell'interesse degli investitori.</p>	
E.7	Spese addebitate all'investitore dall'emittente dall'offerente	stimate o	Non applicabile. L'Emittente o il Lead Manager non addebiteranno all'investitore alcun costo ulteriore al di là del Prezzo di Emissione o del prezzo di acquisto.