

**FINAL TERMS**  
**for Loan No 4215 A and B**  
**issued under**  
**Nordea Bank AB's (publ) and Nordea Bank Finland Plc's**  
**Swedish MTN programme<sup>1</sup>**

The terms and conditions of the Loan consist of the MTN programme's Terms and Conditions that entered into force on 4 June 2008, any published Supplemental Prospectuses and these Final Terms. The Terms and Conditions of the Banks' MTN programme have been described in the Base Prospectus. Concepts not defined in these Final Terms have the same meanings as in the Terms and Conditions. Should the Terms and Conditions conflict with the Final Terms, the Final Terms are applied.

Complete information on the Issuer and the offer can only be obtained by reading both the Base Prospectus and the Final Terms. The Base Prospectus and the Final Terms are available for viewing at [www.nordea.fi/joukkolainat](http://www.nordea.fi/joukkolainat) and copies of the Base Prospectus and the Final Terms may be obtained from Nordea Bank Finland Plc, Treasury and Markets, Aleksis Kiven katu 9, Helsinki, Finland, as well as from the places of subscription.

## **DETAILS OF THE LOAN**

### **Loan type**

Loan Commodity Trend 4215 A and B is a 5-year MTN in which the potential Additional Amount depends on the Performance of the index serving as the Reference Asset. The Loan is capital guaranteed on the Redemption Date.

The reference asset is the Standard & Poors Commodity Trends Indicator Price Return Index.

The S&P CTI index depicts the price performance of commodities in both the bullish and the bearish market conditions. The index consists of sixteen different commodities, divided into six different sectors: energy, industrial metals, precious metals, agricultural commodities, cattle and grain. Unlike the conventional commodity index, the raw material prices do not have to rise in order for the index performance to be positive. A falling price can also lead to a rising index performance if the commodity in question is recognised to be in a falling price trend. It is essential that the price trend exists and that it has been identified. For more information on the index, please visit at [www.cti.standardandpoors.com](http://www.cti.standardandpoors.com)

### **Potential Additional Amount**

The potential Additional Amount is paid on the nominal value of each Note on the Redemption Date. The potential Additional Amount is based on the relative positive change between the Reference Asset's Initial and Final Price taking into account the loan-specific Participation Rate. The Additional Amount is calculated as follows:

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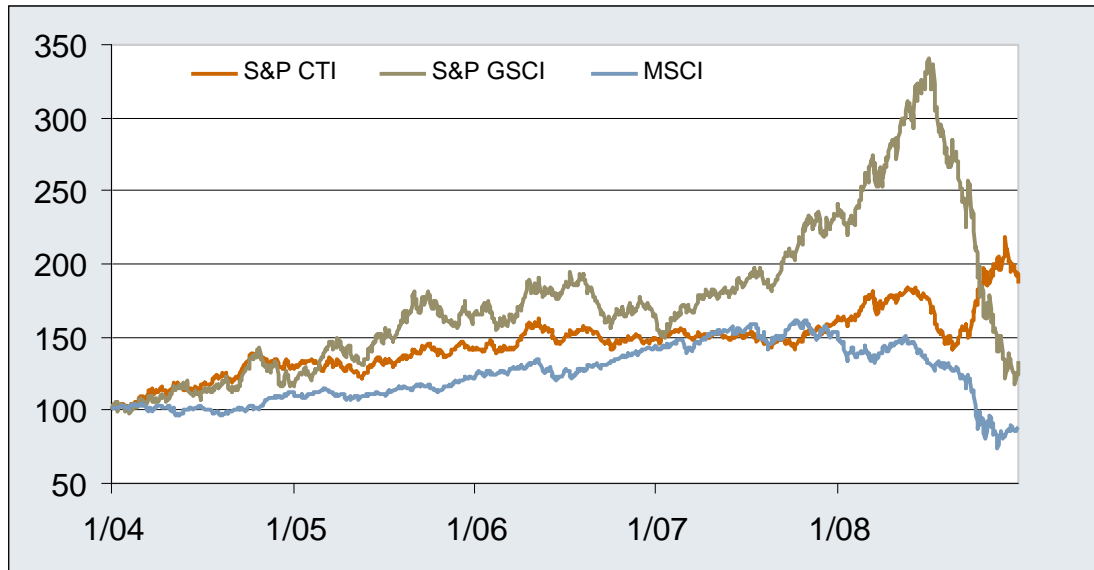
<sup>1</sup> MTN programme reported to the Finnish Financial Supervision Authority from Sweden in accordance with the Prospectus Directive.

Reference Asset Performance x nominal value of the Note x Participation Rate.

If the Reference Asset Performance is zero or negative, no Additional Amount will accrue on the Loan. Then the investor loses the premium in Tranche Extra.

### Historical performance of the Reference Asset

The performance of the Reference Asset, the conventional raw material index (S&P GSCI) and the world's equity market (MSCI) Jan/2003 - Dec/2008 (starting level indexed at 100 per cent)



The presented figures describe previous performance or value and no reliable assumptions on future performance or value can be formed based on them.

### Yield table

The example calculations below describe the impact of fluctuations in the Reference Asset as described in the Terms and Conditions of the Loan on the value of the Loan and the annual yield on the Loan.

Change in the reference asset according to the terms of the issue	Commodity Trend Basic		Commodity Trend Extra	
	Issue price ca.	100 %	Issue price ca.	110 %
	Participation rate	65 %	Participation rate	110 %
	Value at maturity	Return p.a.	Value at maturity	Return p.a.
-50 %	100 %	0.0%	100 %	-1.9%
-25 %	100 %	0.0%	100 %	-1.9%
0 %	100 %	0.0%	100 %	-1.9%
25 %	116 %	3.1%	128 %	3.0%
50 %	133 %	5.8%	155 %	7.1%
75 %	149 %	8.3%	183 %	10.7%
100 %	165 %	10.5%	210 %	13.8%

## **RISK FACTORS**

### **General risks**

**Investing in the Loan involves certain risks. Investors are asked to read about the risks under “Risk Factors” in the Base Prospectus.**

### **Risks involved in structured MTNs**

The creditor’s right to the yield depends on the Reference Asset Performance and performance structure. In addition to the price fluctuations of the Reference Asset, the volatility of the Reference Asset and the market rate have an impact on the value. The yield structure of structured MTNs is sometimes complex, and comparison of the Notes with other investment alternatives may be difficult. The yield structure may sometimes include leverage effects so that even small changes in the Reference Asset Performance may have a notable impact on the value and yield of the Notes. Past performance of a corresponding investment is not an indication of future yield.

### **Additional risks**

If the Reference Asset Performance is zero or less, no Additional Amount will accrue on the Loan. In that case, the Redemption Amount equals the nominal value of the Loan, and the investor thus loses an amount corresponding to the difference between the Subscription Price and nominal value (in Tranche Extra, the premium).

## FINAL TERMS OF THE LOAN

Issuer	Nordea Bank Finland Plc
Loan	The loan number is 4215. The loan consists of one Series called Index-linked Commodity Trend.
Tranche	The Series consists of two Tranches: Basic and Extra.
ISIN code	Basic 4215 A FI0003030684 Extra 4215 B FI0003030692
Subscription	Subscriptions are to be paid upon subscription. The subscription period runs from 12 January to 19 February 2009. The issuer has the right to shorten the subscription period. The subscription places are Nordea Bank Finland Plc branches, Nordea Private Banking, Nordea Customer Service with access codes, tel 0200 70000 (local network charge/mobile call charge), Mon - Fri 10.00 - 16.30, and Netbank <a href="http://www.nordea.fi">www.nordea.fi</a> , if the customer has Netbank's portfolio service.
Issue Date	The Issue Date is 12 January 2009. If it is not a Business Day, the Issue Date is determined according to the Business Day Convention.
Principal Amount	The estimated total nominal amount of the Loan is EUR 70,000,000 at maximum. The total nominal amount per Tranche is EUR 35,000,000. <sup>2</sup>
Price of Note	In Tranche Basic: Variable, ca 100% of the denomination of the Note. In Tranche Extra: Variable, ca 110% of the denomination of the Note. The price includes a structuring cost; see "Operational information on the Loan and other information" below.
Denomination	The nominal amount of a Note is EUR 1,000.
Currency	Euro ("EUR")
Ranking of Notes	The Notes rank <i>pari passu</i> with other unsecured receivables of the Issuer.
Type of Notes	The Notes are capital-guaranteed on the Redemption Date.
Redemption Date	The Redemption Date is 20 February 2014. If it is not a Business Day, the Redemption Date is determined according to the Business Day Convention.
Redemption Amount	The full nominal amount of the Note and the potential Additional Amount are repaid to the holder on the Redemption Date.
Yield structure	A structured MTN. No interest accrues on the principal of the Notes, but a potential Additional Amount is paid on the nominal amount of each Note on the Redemption Date.

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<sup>2</sup> Estimated aggregate nominal value. The issued aggregate nominal amount will be confirmed on 23 February 2009.

Reference Asset	Standard & Poors Commodity Trends Indicator Price Return Index. (Bloomberg: SPTICDP Index)
Performance	$(\text{Final Price} - \text{Initial Price}) / \text{Initial Price}$
Additional Amount	Higher of the alternatives below:  Performance x nominal value of a Note x Participation Rate  or  zero.
Participation Rate	In Tranche Basic: 65%. In Tranche Extra: 110%.
Starting Date	The Starting Date is 24 February 2009. If it is not an Exchange Day, the Starting Date is determined according to the Exchange Day Convention, with possible exceptions caused by Market Disruptions included.
Initial Price	The Closing Price of the Reference Asset confirmed by the Issuer on the Starting Date.
Final Price	The arithmetic average of the Closing Prices of all Closing Dates of the Reference Asset confirmed by the Issuer on the last Closing Date.
Closing Price	The value of the Reference Asset confirmed by the Issuer on the Starting and Closing Dates, when the Closing Price of the Reference Asset is published.
Closing Dates	The closing dates are 6 August 2011, 6 September 2011, 6 October 2011, 6 November 2011, 6 December 2011, 6 January 2012, 6 February 2012, 6 March 2012, 6 April 2012, 6 May 2012, 6 June 2012, 6 July 2012, 6 August 2012, 6 September 2012, 6 October 2012, 6 November 2012, 6 December 2012, 6 January 2013, 6 February 2013, 6 March 2013, 6 April 2013, 6 May 2013, 6 June 2013, 6 July 2013, 6 August 2013, 6 September 2013, 6 October 2013, 6 November 2013, 6 December 2013, 6 January 2014 and 6 February 2014. If one or more of these dates is not a trading day, the closing date is determined according to the Trading Day Convention, with possible exceptions caused by market disruptions included.
Exchange	In relation to a commodity included in the Reference Asset, Exchange refers to a securities exchange where such a commodity is primarily traded at any given time, as determined by the Issuer.
Option or Forward Exchange	An Option Exchange or a Forward Exchange refers (where applicable) to an exchange where the options and forwards of the commodities included in the Reference Asset are primarily traded, as determined by the Issuer.
Trading Day	Trading Day is a day on which the the index serving as the Reference Asset is published and trading can be executed in the Exchange concerned or in an option exchange or a forward exchange, as determined by the Issuer.

Trading Day Convention	Following Trading Day.
Business Day	A Business Day refers to a day when banks are generally open in Finland and when the TARGET system of the European Central Bank is in use.
Business Day Convention	Following Business Day.
Market Disruption	<p>A Market Disruption relating to the Reference Asset exists when, as determined by the Issuer, any of the following events occurs:</p> <ol style="list-style-type: none"> <li>i. the official Closing Price of the Reference Asset or its essential component is missing, unavailable or no longer quoted;</li> <li>ii. the composition of the Reference Asset changes or the value of the Reference Asset is no longer published;</li> <li>iii. the relevant Exchange or Option or Forward Exchange is not open for trading during its normal opening hours;</li> <li>iv. trading in the Reference Asset or its essential component ceases, is suspended or materially restricted;</li> <li>v. the possibilities for market participants to trade in the Reference Asset or its essential component, or to obtain the market value of the Reference Asset or its essential component from an Exchange, cease, are discontinued or materially deteriorate for any other reason.</li> </ol>

In such a case:

- a. The limited opening hours of an Exchange or an Option or a Forward Exchange are not considered to constitute a Market Disruption, if the limitation is caused by a public change to the normal opening hours of the said Exchange.
- b. Limitation of trading during any given day constitutes a Market Disruption, if the restriction is due to price increases exceeding the permissible price level of the Exchange in question or an Option or a Forward Exchange.

If, as determined by the Issuer, a Market Disruption exists on the Starting or Closing Date, the Starting or Closing Date for the determination of the Initial Price, Final Price or Closing Price is the following Exchange Day on which a Market Disruption does not exist. However, where a Market Disruption exists on eight consecutive Exchange Days that immediately follow the original Starting or Closing Date, the eighth Exchange Day is deemed to be the Starting or Closing Date irrespective of the existence of a Market Disruption. In such a case, the Issuer must determine the Initial Price, Final Price and/or Closing Price to be used in calculating the Performance.

Revised Calculation	If the composition of a Reference Asset is changed materially or if the
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Reference Asset value is no longer calculated or published, the Issuer must replace the Reference Asset with a corresponding alternative when calculating the Performance. If the value of such Replacement Reference Asset is not calculated and published, as determined by the Issuer, or if the calculation method of the Reference Asset or its value changes materially, as determined by the Issuer, the Issuer is entitled to revise the calculation method of the Reference Asset value as it sees fit. The replacement calculation method must be based on the previous composition, calculation and publication of the Reference Asset and reflect them.

If the Issuer considers that replacement of the Reference Asset or revision of the applicable calculation method will not lead to a reasonable result, the Issuer may establish the Redemption Amount to be repaid to the Noteholders and calculate the potential Additional Amount accrued thus far. After the Issuer has established the Redemption Amount, it must notify the Creditors of this amount. It must also state the interest rate to which the Loan will be tied in the future. The Issuer must pay market interest on the Redemption Amount. Both the Loan and interest will be repaid on the Redemption Date.

In connection with a Revised Calculation, the Issuer has the right to amend the Final Terms as it sees fit.

#### Adjustment

If the official Closing price of the Reference Asset is adjusted within 30 days from the Starting Date and if such a price has been applied to determine Performance, the Issuer must make a corresponding adjustment.

#### Replacement Reference Asset

Replaces the Reference Asset at the Issuer's discretion in accordance with the criteria stated in these Final Terms from the date determined by the Issuer.

#### Change in law

(a) If, as determined by the Issuer, it would be illegal, essentially more difficult than before or seriously damaging to the Issuer's reputation to issue or own structured MTNs, or if it would be illegal, essentially more difficult than before or seriously damaging to the Issuer's reputation for the Issuer or another party to own, acquire or sell the Reference Asset or a derivative instrument comparable to the Reference Asset that can be used to hedge the risk related to the Issuer's Loan (such as a share that forms a part of the Reference Asset) due to an amendment to an act, a statute or a similar provision or to a decision of the authorities or to their application, or a postponement of payment, currency restriction, confiscation, embargo or boycott concerning a central bank, the Swedish or Finnish State or a supranational corporation, such as the UN or EU, the Issuer may decide to replace the Reference Asset with a Replacement Reference Asset, or alternatively adjust the Additional Amount.

(b) If the Issuer estimates that replacement of the Reference Asset or adjustment to the calculation does not lead to a reasonable result, the Issuer may calculate the potential Additional Amount and/or yield prematurely and confirm the Additional Amount and/or yield. Such premature calculation must be based on the last published value of the Reference Asset. After having confirmed the Additional Amount and/or yield, the Issuer must notify the creditors of the Additional Amount and/or yield and of the interest rate which the Loan will be tied to in the future. The Issuer

must pay market interest on the Principal. The Redemption Amount and interest are paid on the Redemption Date.

(c) The Issuer must make all additions and changes to the Final Terms that the Issuer considers necessary in connection with an amendment to law.

Increased risk management costs      If the Issuer estimates that costs related to the ownership, acquisition or sale of the Issuer's Reference Asset or risk management costs would essentially increase due to an amendment to an act, a statute or a similar provision or to a decision of the authorities or to their application, the Issuer may decide to replace the Reference Asset with a Replacement Reference Asset.

If the Issuer estimates that replacement of the Reference Asset or adjustment to the calculation does not lead to a reasonable result, the Issuer may calculate the potential Additional Amount and/or yield prematurely and confirm the Additional Amount and/or yield. Such premature calculation must be based on the last published value of the Reference Asset. After having established the Redemption Amount, the Issuer must notify the Creditors of the Redemption Amount and the interest rate which the Loan will be tied to in the future. The Issuer must pay market interest on the Principal. The Redemption Amount and interest are paid on the Redemption Date.

The Issuer must make all the addenda and amendments to the Final Terms that it deems necessary in connection with increased risk management costs.

Notifications to note holders      When the Issuer notifies or informs note holders of issues under the loan terms, the notification is submitted according to clause 15 of the General Terms.

**Other terms**      The modifications in Annex 1 to the Terms and Conditions are applied to this Loan insofar as they concern Notes governed by Finnish law.

Registering securities      book-entry      Book-entry securities are registered in the book-entry account assigned by the subscriber on the third Business Day at the latest from the expiry of the Subscription Period in accordance with the Act on the Book-Entry System and the Act on Book-Entry Accounts and the rules and regulations of APK (Finnish Central Securities Depository). Book-entry securities are not freely transferable until they have been registered in a book-entry account.

Creditor's consent to disclosure of information on itself      APK is under obligation to keep the information on the Creditors secret and hence such information is not available to the Issuer without the Creditor's consent. The Creditor agrees that the Issuer is entitled to receive and APK upon the Issuer's request to disclose information on the Creditors, including the Creditor's name, contact information and business identity code, if any, for the purpose of giving notifications on the Note.

Licence      Annex A

Secondary market      Under normal market conditions the Issuer, Nordea Bank Finland Plc, quotes a repurchase price for the Loan on the first working day of each month. It may be lower or higher than the nominal amount of the Note.

Applicable law      Finnish law



## **LIABILITY**

The Issuer confirms that the above supplementary terms are applicable to the Loan together with the Terms and Conditions, and undertakes to make payments accordingly.

Helsinki, 8 January 2009

**NORDEA BANK FINLAND PLC**

## OPERATIONAL INFORMATION ON THE LOAN AND OTHER INFORMATION

Issuer	Nordea Bank Finland Plc
Offer	Public offer
Settlement and clearing system	Finnish Central Securities Depository Ltd (“APK”)
Official listing	An application will be made for the Notes to be admitted to the official list of NASDAQ OMX Helsinki.
Expenses	The estimated expenses are: APK: EUR 5,000 and application to NASDAQ OMX Helsinki: EUR 500.
Structuring cost	The structuring cost of the Loan is based on the values of the fixed income and derivative investments included in the Loan on the Valuation Date 7 January 2009. The annual structuring cost is 0.8%, which means a total cost of ca 4.0%. The structuring cost is defined loan by loan. The cost depends, for example, on the market conditions, such as changes in the interest rate level and market volatility. The structuring cost includes all costs incurred by the Issuer from the Loan, such as costs related to the issue, licence, material, marketing, settlement and safe custody. The Issuer does not charge a separate subscription fee or separate custody fees for the Loan. When comparing the costs of different issuers, the investor must pay attention to the varying capacity of the market participants to realise the fixed income and derivative investments included in structured products.
Financing level	The interest rate applied to calculating a zero coupon investment is the 3-month Euribor added with 0.9 per cent.
Cancellation of the issue	<p>Nordea reserves the right to cancel the issue</p> <ol style="list-style-type: none"><li>1) based on a changed market situation</li><li>2) when the total amount of subscriptions remains low (below EUR 2,000,000), OR</li><li>3) if something occurs that the Issuer considers might jeopardise the success of the arrangement.</li></ol> <p>If the issue is cancelled, all payments are repaid. In the event of potential cancellation of the issuance, no interest will be paid on the amount refunded.</p>
Conflicts of interest	See section <i>Admission to trading; clearing and settlement</i> in the Base Prospectus. As far as the Issuer knows, no natural person or legal entity has economic interests related to the Loan.
Taxation	According to valid law, the potential Additional Amount paid to natural persons with unlimited tax liability in Finland and Finnish death estates on notes issued to the public in Finland constitutes income as referred to in the Act on Withholding Tax on Interest Income. Any income corresponding to the potential Additional Amount received in secondary-market transactions constitutes capital income as referred to in the Income Tax Act. For corporations or consortiums the potential Additional Amount is regular taxable income subject to the exceptions concerning tax exemption of non-profit corporations.

**This description does not include tax advice. The description is not exhaustive; it is meant as general information on certain valid regulations. The Creditor should evaluate the possible taxation consequences and turn to a tax adviser.**

## ***ANNEX A***

### **LICENCE**

Under the licence agreement Nordea Bank Finland Plc has the right to use the index below in connection with the issue of this Loan. According to the licence agreement, Nordea Bank Finland Plc must include the following text in these Final Terms of the Loan.

#### **Standard & Poors Commodity Trends Indicator Price Return Index**

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