JSE PLACEMENT DOCUMENT FOR THE ISSUANCE OF SECURITIES IN SOUTH AFRICA IN RESPECT OF THE NOTE, WARRANT AND CERTIFICATE PROGRAMME

DATED : 1 SEPTEMBER 2016

BNP PARIBAS ARBITRAGE ISSUANCE B.V.

(*Incorporated in The Netherlands*)
(*as Issuer*)

BNP PARIBAS

(*Incorporated in France*)
(*as Issuer and, in respect of BNP Paribas Arbitrage Issuance B.V. only, Guarantor*)

BNP Paribas, acting through its South African Branch

(Registered as an external company under Registration Number 2011/100541/10 in the Republic of South Africa)
(as Issuer)

Under the terms of the Note, Warrant and Certificate Programme (the **Programme**), each of BNP Paribas Arbitrage Issuance B.V. (**BNPP B.V.**) and BNP Paribas (**BNPP** or the **Bank**) and the other issuers named therein may from time to time issue warrants (**Warrants**) or certificates (**Certificates**) and, other than in the case of BNPP, notes (**Notes** and together with the Warrants and Certificates, **Securities**) of any kind including, but not limited to, Securities relating to a specified index or a basket of indices, a specified share, global depositary receipt (**GDR**) or American depositary receipt (**ADR**) or a basket of shares, ADRs and/or GDRs, a specified interest in an exchange traded fund, an exchange traded note, an exchange traded commodity or other exchange traded product (each an **exchange traded instrument**) or a basket of interests in exchange traded instruments, a specified debt instrument or a basket of debt instruments, a specified currency or a basket of currencies, a specified commodity or commodity index, or a basket of commodities and/or commodity indices, a specified inflation index or a basket of inflation indices, a specified fund share or unit or basket of fund shares or units, a specified futures contract or basket of futures contracts, a specified underlying interest rate or basket of underlying interest rates, or the credit of a specified entity or entities, open end Certificates (**Open End Certificates**) and open end turbo Certificates (the **OET Certificates**) and any other types of Securities including hybrid Securities whereby the underlying asset(s) may be any combination of such indices, shares, interests in exchange traded instruments, debt, currency, commodities, inflation indices, fund shares or units, future contracts, credit of specified entities, or other asset classes or types. Each issue of Securities will be issued on the terms which are relevant to such Securities set out under the respective sections of the Base Prospectuses (as defined below) headed "*Terms and Conditions of the Notes*" in respect of the Notes (the **Note Conditions**) or "*Terms and Conditions of the Securities*" in respect of the Warrants (the **Warrant Conditions**) and "*Terms and Conditions of the Securities*" in respect of the Certificates (the **Certificate Conditions** and, together with the Note Conditions and the Warrant Conditions, the **Base Conditions**). Notice of, *inter alia*, the specific designation of the Securities, the aggregate nominal amount or number and type of the Securities, the date of the issue of the Securities, the issue price, the underlying asset, index, fund, reference entity or other item(s) to which the Securities relate, the exercise period or date (in the case of Warrants), the redemption date (in the case of Certificates), the maturity date (in the case of Notes), whether they are interest bearing, partly paid, redeemable in instalments (in the case of Notes or Certificates), exercisable (one or more exercise dates) (in the case of Certificates), the governing law of the Securities, whether the Securities are eligible for sale in the United States and certain other terms relating to the offering and sale of the Securities will be set out in the form of pricing supplements (the forms of which are set out in Schedules 1, 2 and 3 to this JSE Placement Document in respect of Notes, Warrants and Certificates, respectively, the **Pricing Supplements** and each a **Pricing Supplement**). The Securities were previously issued pursuant to a base prospectus dated 3 June 2013, prepared by BNPP B.V. and BNPP and the other issuers named therein, in respect of the Programme (the **Previous Base Prospectus**), as was amended, supplemented and/or updated from time to time. The Previous Base Prospectus has been replaced by three separate base prospectuses each dated 9 June 2016 and each one separately relating to the issue of Notes, Warrants and Certificates (each a **Base Prospectus**, and together the **Base Prospectuses**, as set out in Schedule 4 to this JSE Placement Document). Each Base Prospectus comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive. "*Prospectus Directive*" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measure in a relevant Member State of the European Economic Area.

On 2 August 2010, BNPP B.V. and BNPP prepared and issued a JSE placement document for purposes of listing Warrants and Certificates on the JSE Limited (the **JSE**) which was subsequently amended by a JSE placement document dated 4 August 2011 (the **Previous JSE Placement Documents**) as supplemented by a supplement dated 26 June 2013. The Previous JSE Placement Documents relating to BNPP B.V. and BNPP's Warrant and Certificate Programme (the **Warrant and Certificate Programme**) were replaced by the JSE placement document dated 21 November 2013 (the **2013 JSE Placement Document**) in respect of the Programme. The Previous JSE Placement Documents and the 2013 JSE Placement Document together with the previous base prospectuses relating thereto will continue to apply to any outstanding South African Securities (the **South African Securities**) issued in respect of the previous Warrant and Certificate Programme and the Programme prior to the Programme Date, where applicable. This JSE placement document (the **JSE Placement Document**) will apply to all registered South African Securities issued in South Africa under the Programme on or after 1 September 2016 (the **Programme Date**). The South African Securities are intended to be listed on the Interest Rate Market or the Main Board of the JSE as specified in the relevant Pricing Supplement. This JSE Placement Document was approved by the JSE on or about 1 September 2016.

BNP Paribas, acting through its South African Branch (the **South African Branch**) (for the purposes of Warrants and Certificates only), BNPP (for the purposes of Warrants and Certificates only) and BNPP B.V. may, pursuant to the Warrant Conditions and the Certificate

Conditions of the relevant Base Prospectus and/or, in the case of BNPP B.V., the Note Conditions of the Base Prospectus in respect of Notes and the Additional Terms and Conditions of the South African Securities (the **Additional Terms and Conditions**) as set out in the section headed "*Additional Terms and Conditions*" in this JSE Placement Document as amended or supplemented by the relevant Pricing Supplement, issue South African Securities from time to time (the South African Branch together with BNPP B.V and BNPP, the **Issuers** and each an **Issuer**). For the purposes of South African Securities, the Base Conditions together with the Additional Terms and Conditions constitute the **Conditions**.

Notwithstanding that BNPP may, on a case by case basis, be acting through its South African Branch, as Issuer in issuing the South African Securities, BNPP hereby confirms that where the South African Branch is acting as Issuer, the payment obligations under the South African Securities are legally the payment obligations of BNP Paribas, a société anonyme incorporated under the laws of France, and accordingly the holders shall be entitled to claim payment in full in respect of obligations under the South African Securities from the BNPP's head office in Paris.

The JSE Listings Requirements and Debt Listings Requirements do not currently make provision for all of the instruments that can potentially be issued by the Issuers, as described in each Base Prospectus. The JSE Listings Requirements and Debt Listing Requirements currently provide for the issue and listing of Warrants, Structured Products and Notes (as defined in the JSE Listings Requirements and Debt Listings Requirements respectively) by the Issuers and any other instrument proposed to be issued by an Issuer from time to time will be reviewed by the JSE on a case-by-case basis to determine if such instrument can be listed.

Unless separately defined in this JSE Placement Document or, in relation to an issue of South African Securities, unless separately defined in the relevant Pricing Supplement, capitalised terms used in this JSE Placement Document shall bear the same meanings as are ascribed to those terms in the Base Prospectuses.

Securities will be governed by English law (**English Law Securities**), as specified in the relevant Pricing Supplement, and the corresponding provisions in the Conditions will apply to such Securities.

Securities issued by BNPP B.V. may be secured or unsecured. BNPP (in its capacity as guarantor, the **Guarantor**) will pursuant to either (a) in respect of the issue of secured Warrants or Certificates, (i) a Deed of Guarantee for secured Securities, in respect of English Law Securities (the **Secured Securities English Law Guarantee**), the form of which is set out in the Base Prospectus in respect of Warrants and the Base Prospectus in respect of Certificates or (ii) a Deed of Guarantee for the issue of Notes (the **BNPP Secured Note Guarantee**),or (b) in respect of the issue of unsecured Securities, (i) a Deed of Guarantee for the issue of Notes (the **BNPP Unsecured Note Guarantee**), or (ii) a Deed of Guarantee for the issue of unsecured Warrants or Certificates, in respect of English Law Securities (the **BNPP English Law W&C Guarantee**), the forms of which are set out in the relevant Base Prospectuses, guarantee the South African Securities. For the purposes of the South African Securities only, the Secured Securities English Law Guarantee, BNPP Secured Note Guarantee, the BNPP Unsecured Note Guarantee and the BNPP English Law W&C Guarantee together constitute, the **Guarantees**.

Securities issued by BNPP B.V. (including Notes) will be guaranteed by BNPP but BNPP will not guarantee any issuances by the South African Branch.

No Securities of such series, or interests therein, may at any time be offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. person (as defined in Regulation S under the United States Securities Act of 1933, as amended (the Securities Act)) and any offer, sale, resale, trade, pledge, exercise, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. person will not be recognised. The Securities of such series may not be legally or beneficially owned at any time by any U.S. person (as defined in the Offering and Sale section of the Base Prospectuses) and accordingly are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

Each of BNPP and BNPP B.V. may, subject to the prior approval of the Financial Surveillance Department of the South African Reserve Bank (**SARB**), issue listed South African Securities. South African Securities will be issued pursuant to the Base Conditions of the Base Prospectuses and the Additional Terms and Conditions of this JSE Placement Document as amended or supplemented by the relevant Pricing Supplement. The relevant Pricing Supplement relating to each issue of South African Securities listed on the JSE will be delivered to the JSE and Strate Proprietary Limited (the **CSD**) before the Issue Date, and the South African Securities in that issue may then be traded by or through members of the JSE from the date specified in the relevant Pricing Supplement, in accordance with the Applicable Procedures. As at the Programme Date, BNPP is rated. BNPP B.V. or a Series of South African Securities may also, on or before the Issue Date, be rated by a rating agency(ies). Unrated Series of South African Securities may also be issued. The rating assigned to BNPP and/or BNPP B.V. and/or the Series of South African Securities, as the case may be, as well as the rating agency(ies) which assigned such rating(s), will be specified in the relevant Pricing Supplement.

Prospective purchasers of any South African Securities should ensure that they fully understand the nature of the South African Securities and the extent of their exposure to risks, and that they consider the suitability of the South African Securities as an investment in the light of their own circumstances and financial position.

Specialist securities involve a high degree of risk, including the risk of losing some or a significant part of their initial investment. Potential investors should be prepared to sustain a total loss of their investment in such securities. The South African Securities represent general, unsecured, unsubordinated, contractual obligations of the relevant Issuer and rank pari passu in all respects with each other.

Purchasers are reminded that the South African Securities constitute obligations of the relevant Issuer only and of no other person. Therefore, potential purchasers should understand that they are relying on the credit worthiness of the relevant Issuer.

Arranger
for the JSE Placement Document and the listing of South African Securities on the JSE
BNP Paribas Arbitrage S.N.C

JSE Debt Sponsor
The Standard Bank of South Africa Limited,
acting through its Corporate and Investment Banking Division

IMPORTANT NOTICE

Capitalised terms used in this section shall bear the same meanings as used in the Base Prospectuses, except to the extent that they are separately defined in this JSE Placement Document or this is clearly inappropriate from the context.

Investing in South African Securities involves certain risks, and prospective purchases should fully understand these before investing in any South African Securities. See Risk Factors on pages 268 to 354 of the Base Prospectus in respect of Notes, on pages 186 to 242 of the Base Prospectus in respect of Warrants and on pages 240 to 313 of the Base Prospectus in respect of Certificates.

Each of BNPP, BNPP B.V. and the South African Branch accept full responsibility for the accuracy of the information contained in this JSE Placement Document (which includes the Base Prospectuses) and the documents incorporated by reference (see the section of this JSE Placement Document headed "*Documents Incorporated by Reference*"). To the best of the knowledge and belief of each of BNPP, BNPP B.V. and the South African Branch (who have taken all reasonable care to ensure that such is the case), the information concerning BNPP, BNPP B.V. and the South African Branch contained in this JSE Placement Document, which includes the Base Prospectuses, is in accordance with the facts and does not omit anything which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made. This JSE Placement Document contains all information required by law, the debt listings requirements of the JSE and where applicable, section 19 of the listings requirements of the JSE. Where information contained in this JSE Placement Document has been sourced from a third party, this information has been accurately reproduced and, so far as BNPP, BNPP B.V. and the South African Branch are aware and are able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The JSE's approval of the listing of any South African Securities should not be taken in any way as an indication of the merits of the Issuers or the South African Securities themselves. The JSE takes no responsibility for, and has not verified, nor made any representation, as to the accuracy and truth of the contents of this JSE Placement Document, the Base Prospectuses, any Pricing Supplements or the annual financial statements (as amended or restated from time to time) of the Issuers and to the extent permitted by law, accepts no liability for any loss arising from or in reliance upon the whole or any part of this JSE Placement Document, the Base Prospectuses, any Pricing Supplements, or the annual financial statements of the Issuers (as amended or restated from time to time) does not take any responsibility for the settlement of South African Securities.

Prospective purchasers of any Warrants should ensure that they understand fully the nature of the Warrants and the extent of their exposure to risks, and that they consider the suitability of the Warrants as an investment in the light of their own circumstances and financial position. Warrants involve a high degree of risk, including the risk that they may expire worthless. Potential investors should be prepared to sustain a total loss of their investment in Warrants. The Warrants represent general, unsecured, unsubordinated, contractual obligations of the Issuers and rank *pari passu* in all respects with each other. Purchasers are reminded that the Warrants constitute obligations of the Issuers only and of no other person. Therefore, potential purchasers should understand that they are relying on the credit worthiness of the Issuers and/or the Guarantor.

No person is or has been authorized to give any information or make any representation not contained in or not consistent with this document and the Base Prospectuses (as set out in Schedule 4 hereto), or any other information supplied in connection with the Programme or the South African Securities and, if given or made, such information or representation must not be relied upon as having been authorized by BNPP, BNPP B.V., the South African Branch, any manager of an issue of South African Securities, including BNPP Securities Corp. (as applicable to such issue of South African Securities, each a **Manager**) or the JSE Debt Sponsor. This document together with the Base Prospectuses does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation and no action is being taken to permit an offering of the South African Securities or the distribution of this document in any jurisdiction where any such action is required.

Warrants create options exercisable by the relevant holder or which will be automatically exercised as provided herein, read together with the Base Prospectuses. There is no obligation on the relevant Issuer to pay an amount or deliver any asset to any holder of a Warrant unless the relevant holder duly exercises such Warrant or such Warrants are automatically exercised and, where applicable, an Exercise Notice is duly delivered. The Warrants will be exercisable in the manner set forth in the Conditions and in the relevant Pricing Supplement. In certain instances, the holder of a Warrant will be required to certify, *inter alia* (in accordance with provisions outlined in Condition 24 of the Warrant Conditions), that it is not a U.S person or exercising such Warrant on behalf of a U.S. person (as defined in Regulation S).

Notes and Certificates shall be redeemed on each instalment date and/or the maturity date (in the case of Notes) or the redemption date (in the case of Certificates) by payment of one or more Instalment Amount or Final Redemption Amount (in the case of Notes), Cash Settlement Amount(s) (in the case of Cash Settled Securities) and/or by delivery of the Entitlement (in the case of Physical Delivery Securities or physically settled Notes). In order to receive the Entitlement, the holder of a Security will be required to submit an Asset Transfer Notice and in certain circumstances to certify, *inter alia* (in accordance with the provisions outlined in Condition 35.2(a) of the Certificate Conditions and Condition 4(b) of the Note Conditions), that is not a U.S. person or acting on behalf of a U.S. person. Where Certificates are Exercisable Certificates, such Certificates will be automatically exercised on one or more dates as provided in the Certificate Conditions. Exercisable Certificates are Cash Settled Certificates.

The South African Securities of each issue may be sold by the relevant Issuer and/or any Manager at such time and at such prices as the Issuer and/or the Manager(s) may select. There is no obligation upon the relevant Issuer to any Manager to sell all of the South African Securities of any issue. The South African Securities of any issue may be offered or sold from time to time in one or more transaction in the over-the-counter market or otherwise at prevailing market prices or in negotiated transactions, at the discretion of the relevant Issuer.

Subject to the restrictions set forth herein and in the Base Prospectuses, each Issuer shall have complete discretion as to what type of South African Securities it issues and when.

The Manager(s) and any of their respective subsidiaries or holding companies or a subsidiary of their holding company (their **Affiliates**), the JSE Debt Sponsor, other professional advisers and the JSE have not separately verified the information contained herein or in the Base Prospectuses. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by any Manager, their Affiliates, the JSE Debt Sponsor, other professional advisers or the JSE as to the accuracy or completeness of the information contained in this JSE Placement Document, the Base Prospectuses or any other information provided by BNPP B.V, BNPP or the South African Branch. The Manager(s), their Affiliates, the JSE Debt Sponsor, other professional advisers and the JSE accept no liability in relation to the information contained in this document, the Base Prospectuses or any other information provided by BNPP B.V., BNPP or the South African Branch in connection with the Programme.

This JSE Placement Document, the Base Prospectuses, and any other information supplied in connection with the Programme or any South African Securities (a) is not intended to provide the basis of any credit or other evaluation and (b) should not be considered as a recommendation by BNPP B.V., BNPP, the South African Branch, any Manager, their Affiliates, the JSE Debt Sponsor, other professional advisers or the JSE, that any recipient of the Base Prospectuses or any other information supplied in connection with the Programme or any South African Securities should purchase any South African Securities. Each investor contemplating purchasing any South African Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of BNPP B.V., BNPP, the South African Branch to subscribe for or to purchase any South African Securities.

The delivery of this document and the Base Prospectuses does not at any time imply that the information contained therein concerning BNPP B.V., BNPP or the South African Branch is correct at any time subsequent to the date thereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Manager(s), their Affiliates, the JSE Debt Sponsor, other professional advisers and the JSE have not undertaken to review the financial condition or affairs of BNPP B.V., BNPP or the South African Branch during the life of the Programme. Investors should review, *inter alia*, the most recently published audited annual non-consolidated financial statements and interim financial statements of BNPP B.V., and the most recently published audited annual consolidated financial statements, unaudited semi-annual interim consolidated financial statements and quarterly financial results of BNPP, as applicable, when deciding whether or not to purchase any South African Securities.

This JSE Placement Document is to be read in conjunction with the Base Prospectuses and all other documents which are incorporated by reference into this JSE Placement Document (see the section in this JSE Placement Document entitled "*Documents Incorporated by Reference*") and, in relation to any Series of South African Securities, should be read and construed together with the relevant Pricing Supplement. This JSE Placement Document shall be read and construed on the basis that the Base Prospectuses and such other documents are incorporated by reference into and form part of this JSE Placement Document.

The distribution of this JSE Placement Document and the offering of South African Securities in certain jurisdictions may be restricted by law. Persons into whose possession this JSE Placement Document comes are required by BNPP, BNPP B.V., the South African Branch and each Manager to inform themselves about and to observe any such restrictions.

In this JSE Placement Document, references to "*Rand*", "*ZAR*", "*South African Rand*", "*R*" and "*cent*" are to the currency of the Republic of South Africa, *U.S. $*, *USD* and *U.S. dollars* are to United States dollars and references to "*euro*", "*€*" and "*EUR*" to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended.

The price/yield, the amount, and the allocation of each issue of South African Securities to be issued pursuant to the Base Conditions of the Base Prospectuses and the Additional Terms and Conditions as set out in this JSE Placement Document as amended or supplemented by the relevant Pricing Supplement, will be determined by the relevant Issuer and the relevant Manager at the time of issue in accordance with the prevailing market conditions.

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DOCUMENTS INCORPORATED BY REFERENCE

Capitalised terms used in this section entitled "*Documents Incorporated by Reference*" *shall bear the same meanings as used in the Base Prospectuses, except to the extent that they are separately defined in this JSE Placement Document or this is clearly inappropriate from the context.*

In addition to the documents incorporated by reference into the Base Prospectuses (see the section of each Base Prospectus headed "*Documents Incorporated by Reference*"), the following documents are deemed to be incorporated by reference into, and to form part of, this JSE Placement Document:

(a) all amendments, supplements and/or updates to this JSE Placement Document prepared by the Issuers from time to time;

(b) the relevant Pricing Supplement relating to each issue of South African Securities;

(c) the Secured Securities English Law Guarantee, BNPP Secured Note Guarantee, the BNPP Unsecured Note Guarantee and the BNPP English Law W&C Guarantee and any amendments, supplements or updates thereto;

(d) any amendment, supplement and/or update to the Base Prospectus in respect of Notes, the Base Prospectus in respect of Warrants and the Base Prospectus in respect of Certificates, each as circulated by BNPP and/or BNPP B.V. from time to time relating to the Notes, Warrants and Certificates including the First Supplement to the Base Prospectus in respect of Notes dated 14 June 2016, the Second Supplement to the Base Prospectus in respect of Notes dated 21 June 2016, and the First Supplement to the Base Prospectus in respect of Warrants dated 28 June 2016;

(e) as at the Programme Date, the English translation of the audited consolidated financial statements of BNP Paribas as at, and for the years ended, 31 December 2013, 31 December 2014 and 31 December 2015 (the **BNPP 2013 Financial Statements**, the **BNPP 2014 Financial Statements** and the **BNPP 2015 Financial Statements** respectively), together with the respective English translations of the statutory auditors' reports thereon, as contained, respectively, in BNP Paribas' *document de référence* in English for 2013 (the **2013 BNPP Registration Document**), the BNP Paribas' *document de référence* in English for 2014 (the **2014 BNPP Registration Document**) and in BNP Paribas' *document de référence* in English for 2015 (the **2015 BNPP Registration Document**) and any amendment, supplement or update to the BNP Paribas Registration Document circulated by BNP Paribas from time to time;

(f) the BNPP *Actualisation du Document de reference 2015 déposée auprès de l'AMF le 3 mai 2016* (in English) other than the sections entitled "Person Responsible for the Update to the Registration Document" and the "Table of Concordance" (the **First Update to the BNPP 2015 Registration Document**);

(g) the published audited annual consolidated and non-consolidated financial statements, the published unaudited semi-annual consolidated financial statements and the published unaudited quarterly financial results of BNPP in respect of further financial years, as and when such published financial information becomes available;

(h) as at the Programme Date, the audited annual non-consolidated financial statements of BNPP B.V. as at, and for the years ended, 31 December 2013, 31 December 2014 and 31 December 2015 (the **BNPP B.V. 2013 Financial Statements**, the **BNPP B.V. 2014 Financial Statements** and the **BNPP B.V. 2015 Financial Statements** respectively), such financial statements and the respective auditors' reports thereon being available as part of the respective statutory annual reports for 2013 (the **2013 BNPP B.V. Annual Report**), 2014 (the **2014 BNPP B.V. Annual Report**) and 2015 (the **2015 BNPP B.V. Annual Report**);

(i) the published audited annual non-consolidated financial statements and the published audited semi-annual interim non-consolidated financial statements of BNPP B.V. in respect of further financial years, as and when such published financial information becomes available;

(j) as at the Programme Date, the published audited annual financial statements of the South African Branch for the financial years ended 31 December 2013, 2014 and 2015 together with such statements, reports and notices attached or intended to be read with such published audited annual financial statements and the audited annual financial statements of the Issuer in respect of further financial years, as and when such published audited annual financial statements become available; the published unaudited interim financial statements of the South African Branch, together with such statements, reports and notes attached or intended to be read with such published unaudited interim financial statements, and in respect of further financial years, the published unaudited interim financial statements as and when such published unaudited interim financial statements become available;

(k) all information pertaining to the Issuers and the Guarantor which is relevant to the Programme, the Base Prospectuses, this JSE Placement Document and/or the relevant Pricing Supplement as amended or supplemented from time to time, which is (i) electronically submitted by the Stock Exchange News Service (**SENS**), established by the JSE, to SENS subscribers and/or (ii) available on any electronic news service established or used or required by the JSE,

except that any statement contained in this JSE Placement Document and any of the documents incorporated by reference into this JSE Placement Document all or the relevant portion of which is deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for the purpose of this JSE Placement Document to the extent that a statement contained in any subsequent document all or the relative portion of which is or is deemed to be incorporated by reference herein, modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this JSE Placement Document.

Each of the Issuers will, for so long as any South African Security remains outstanding, provide at their own registered offices and the registered offices of the South African Transfer Agent set out at the end of this JSE Placement Document, without charge, to any person, upon request of such person, a copy of any or all of the documents which are incorporated by reference into this JSE Placement Document, as and when such documents are approved and become publicly available, unless such documents have been modified or superseded, in which case the modified or superseding documentation will be provided, including the most recently obtained beneficial disclosure report made available by the relevant CSD Participant to the CSD. Requests for such documents should be directed to the South African Transfer Agent at its registered office set out at the end of this JSE Placement Document. In addition the constitutive documents of the Issuers will be available at the registered officers of the South African Transfer Agent.

This JSE Placement Document, any supplements or amendments to this JSE Placement Document, the Base Prospectuses, any supplements or amendments to the Base Prospectuses and any Pricing Supplement in respect of South African Securities listed on the Interest Rate Market of the JSE will be filed with the JSE which will publish such documents on its website at http://www.jse.co.za. In addition, the Base Prospectuses, the documents incorporated by reference into the Base Prospectuses, the supplements to the Base Prospectuses, the published audited annual financial statements and the published unaudited interim financial statements of the Issuers are available for viewing on the website of BNPP at https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx.

Each of the Issuers will, for so long as any South African Securities remain outstanding and listed on the JSE, publish a new JSE Placement Document or a supplement to this JSE Placement Document, as the case may be, on the occasion of any subsequent issue of South African Securities under the Programme (pursuant to the Base Prospectuses as read with this JSE Placement Document and as amended and supplemented by the relevant Pricing Supplement) where:

(i) there has been a change in the condition (financial or trading position) of each of the Issuers or the Guarantor which is material in the context of the South African Securities; or

(ii) any event occurs subsequent to the Programme Date which affects any matter contained in this JSE Placement Document (as read with the Base Prospectuses), the disclosure of which would be reasonably required by Holders and/or potential investors in the South African Securities; or

(iii) any of the information contained in this JSE Placement Document (as read with the Base Prospectuses) becomes outdated in a material respect; or

(iv) this JSE Placement Document (as read with the Base Prospectuses) no longer contains all the material correct information required by the rules and operating procedures for the time being of the JSE,

provided that no amended and restated JSE Placement Document or supplement to this JSE Placement Document will be required in respect of any of the Issuers' audited annual financial statements if such audited annual financial statements are incorporated by reference into this JSE Placement Document and such audited annual financial statements are submitted to the JSE.

FORM OF SOUTH AFRICAN SECURITIES

Capitalised terms used in this section entitled Form of South African Securities shall bear the same meanings as used in the Base Prospectuses, except to the extent that they are separately defined in this JSE Placement Document or this is clearly inappropriate from the context.

Registered South African Securities

Each Series of South African Securities issued under the Programme pursuant to the Base Prospectuses read together with this JSE Placement Document which is listed on the Interest Rate Market or the Main Board of the JSE must be issued in uncertificated form and held in the CSD, as specified in the relevant Pricing Supplement.

Registered South African Securities may only be transferred in accordance with the provisions of Condition 3.3 (*Transfer of South African Securities*) of the Additional Terms and Conditions.

Uncertificated South African Securities

An issue of South African Securities which is listed on the Interest Rate Market or the Main Board of the JSE must, subject to applicable laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the South African Financial Markets Act.

Uncertificated South African Securities will not be represented by any certificate or written instrument. An issue of South African Securities issued in uncertificated form will be held in the CSD in accordance with the Applicable Procedures and the relevant CSD Participant will be named in the South African Register as the registered Holder of those South African Securities.

Certificated South African Securities

A holder of a Beneficial Interest shall be entitled to exchange such Beneficial Interest for an Individual Certificate in accordance with Condition 3.3.3 (*Exchange of Beneficial Interests for Individual Certificate*) of the Additional Terms and Conditions. South African Securities issued in certificated form will at all times be in the form of Individual Certificates issued to the relevant Holder in respect of its respective holdings.

Each Individual Certificate will be registered in the South African Register in the name of the individual Holder(s) of that Individual Certificate.

South African Securities held in the CSD

The registered Holder of each issue of South African Securities (other than any South African Securities which are represented by Individual Certificates) listed on the Interest Rate Market or the Main Board of the JSE and held by the relevant CSD Participant will be reflected in the South African Register in accordance with the Applicable Procedures. To the extent that the relevant CSD Participant is named in the South African Register as the Holder of the relevant South African Securities, all amounts to be paid and all rights to be exercised in respect of such South African Securities will be paid to and may be exercised by the relevant CSD Participant on behalf of the holders of Beneficial Interests in such South African Securities.

Beneficial Interest

The CSD maintains central securities accounts only for CSD Participants. As at the Programme Date, the CSD Participants are Citibank N.A. South African Branch; FirstRand Bank Limited; Nedbank Limited; Standard Chartered Bank, Johannesburg Branch; Société Générale, Johannesburg Branch; The Standard Bank of South Africa Limited and the South African Reserve Bank.

Beneficial Interests which are held by CSD Participants will be held directly by such CSD Participants, through the central securities accounts maintained by the CSD for such CSD Participants. Beneficial Interests which are held by clients of CSD Participants will be held indirectly through such CSD Participants, and such CSD Participants will hold such Beneficial Interests, on behalf of such clients, through the securities accounts maintained by such CSD Participants for such clients. The clients of CSD Participants may include the holders of Beneficial Interests or their custodians.

The clients of CSD Participants, as the holders of Beneficial Interests or as custodians for such Holders, may exercise their rights in respect of the South African Securities held by them in the CSD only through their CSD Participants. The CSD Participants which are approved by the CSD, in terms of the rules of the CSD, to perform electronic settlement are Citibank N.A., South African Branch; Computershare Proprietary Limited; FirstRand Bank Limited; Nedbank Limited; Link Investor Services; Société Générale Johannesburg Branch; Standard Chartered Bank, Johannesburg Branch; The Standard Bank of South Africa Limited and the South African Reserve Bank. Euroclear Bank S.A./N.V. as operator of the Euroclear System (**Euroclear**) and

Clearstream Banking, société anonyme, (Clearstream Luxembourg) (**Clearstream**) may hold South African Securities through their CSD Participant.

Bearer Securities

Bearer Securities may only be issued in South Africa, subject to the prior written approval of the South African Minister of Finance or any person authorised by the South African Minister of Finance in accordance with Regulation 15(6)(a) of the Exchange Control Regulations, 1961 (the Exchange Control Regulations).

ADDITIONAL TERMS AND CONDITIONS

The following are the "*Additional Terms and Conditions*" *of the South African Securities to be issued by the Issuers which will be incorporated by reference into each South African Security. A Series of South African Securities will be issued on, and subject to, the Base Conditions set out in the Base Prospectuses read together with the below* "*Additional Terms and Conditions*"*, as replaced, amended and/or supplemented by the terms and conditions of that Series of South African Securities set out in the relevant Pricing Supplement.*

Before an Issuer issues any Series of South African Securities to be listed on the JSE, that Issuer shall complete, sign and deliver to the JSE and the CSD, the relevant Pricing Supplement setting out the details of such South African Securities.

1. **INTRODUCTION**

1.1 **Programme**

1.1.1 BNP Paribas (**BNPP**) and BNP Paribas Arbitrage Issuance B.V. (**BNPP B.V.**) have established a note, warrant and certificate programme (the **Programme**) for the issuance of Securities.

1.1.2 For the purposes of listing South African Securities on the JSE Limited (the **JSE**), BNPP, BNPP B.V. and the South African Branch have prepared and issued this JSE Placement Document which will apply to all South African Securities issued by the relevant Issuer under the Programme which are to be listed on the Interest Rate Market or the Main Board of the JSE and cleared through Strate Proprietary Limited (the **CSD**) on or after the Programme Date which was approved by the JSE on 1 September 2016 (this **JSE Placement Document**).

1.1.3 BNPP, acting through its South African Branch (the **South African Branch**) (for the purposes of Warrants and Certificates only), BNPP (for the purposes of Warrants and Certificates only) and BNPP B.V. may, pursuant to the Warrant Conditions of the Base Prospectus relating to the Warrants, the Certificate Conditions of the Base Prospectus relating to the Certificates and/or, in the case of BNPP B.V., the Note Conditions of the Base Prospectus relating to Notes, and these Additional Terms and Conditions set out in this JSE Placement Document (the Base Conditions together with the Additional Terms and Conditions, the **Conditions**) as amended or supplemented by the relevant Pricing Supplement, issue South African Securities from time to time (the South African Branch together with BNPP B.V and BNPP, the **Issuers** and each an **Issuer**).

1.1.4 Only BNPP B.V. will issue Notes under the Programme. The payment and delivery obligations of BNPP B.V. will be guaranteed by BNPP (the **Guarantor**).

1.2 **Agency Agreement**

1.2.1 Each Series of Securities governed by English law, issued in the form of Warrants or Certificates, is constituted by the amended and restated agency agreement dated 10 June 2016 as amended and/or restated and/or supplemented from time to time, between BNPP B.V., BNPP, the Principal Agent, the Registrar and the other agents named therein (such parties, as defined in the Agency Agreement) (the **Agency Agreement**) and issued pursuant to the Base Prospectus.

1.2.2 Each Series of Securities, issued in the form of Notes, is constituted by the note agency agreement dated 10 June 2016 between BNPP B.V., BNPP, the Principal Paying Agent, the Registrar and the other agents named therein (such parties, as defined in the Note Agency Agreement) (the **Note Agency Agreement**) and issued pursuant to the Base Prospectus.

1.2.3 Both the Agency Agreement and the Note Agency Agreement shall not apply to South African Securities.

1.3 **South African Agency Agreement**

The South African Securities are issued with the benefit of a South African agency agreement dated on or about 1 September 2016 between the Issuers, the South African Paying Agent and the South African Transfer Agent (each as defined below) (the **South African Agency Agreement**).

1.4 **Pricing Supplement**

South African Securities issued under the Programme are issued in Series (as defined below). Each Series of South African Securities will be the subject of a pricing supplement (the **Pricing Supplement**), the forms of which are set out in Schedules 1 to 3 to this JSE Placement Document in respect of Notes, Warrants and Certificates respectively and which may be amended to include provisions required in terms of section 19 to the listings requirements of the JSE as well as the debt listings requirements of the JSE. Copies of the relevant Pricing Supplement relating to South African Securities issued in accordance with the Conditions will be lodged with the JSE and will be available for viewing on the website of the JSE (http://www.jse.co.za) and copies of which may be obtained free of charge from the Specified Office of the South African Transfer Agent.

1.5 **Guarantee**

1.5.1 Securities issued by BNPP B.V. may be secured or unsecured. BNPP (in its capacity, as **Guarantor**) will pursuant to either (a) in respect of the issue of secured Warrants or Certificates, (i) a Deed of Guarantee for secured Securities, in respect of English Law Securities (the **Secured Securities English Law Guarantee**), the form of which is set out in the Base Prospectus in respect of Warrants and the Base Prospectus in respect of Certificates or (ii) a Deed of Guarantee for the issue of Notes (the **BNPP Secured Note Guarantee**),or (b) in respect of the issue of unsecured Securities, (i) a Deed of Guarantee for the issue of Notes (the **BNPP Unsecured Note Guarantee**), or (ii) a Deed of Guarantee for the issue of unsecured Warrants or Certificates, in respect of English Law Securities (the **BNPP English Law W&C Guarantee**), the forms of which are set out in the relevant Base Prospectuses, guarantee the South African Securities. For the purposes of South African Securities only, the Secured Securities English Law Guarantee, BNPP Secured Note Guarantee, the BNPP Unsecured Note Guarantee and the BNPP English Law W&C Guarantee together constitute, the **Guarantees**.

1.5.2 BNPP will not guarantee any issuances by the South African Branch.

1.6 **South African Securities**

All subsequent references in these Additional Terms and Conditions to **South African Securities** are to the South African Securities which are the subject of the relevant Pricing Supplement.

1.7 **Summaries**

Certain provisions of these South African Securities are summaries of the South African Agency Agreement and the Guarantees and are subject to their detailed provisions. Holders are bound by, and are deemed to have notice of, all the provisions of the South African Agency Agreement and the Guarantees applicable to them. Copies of the South African Agency Agreement and the Guarantees are available for inspection by Holders during normal business hours at the Specified Office of the South African Transfer Agent and the JSE Debt Sponsor.

1.8 **Issuer Covenant**

The relevant Issuer covenants in favour of each Holder and each Holder is entitled to exercise or enforce in respect of each South African Security held by him, the rights and obligations attaching to the relevant Security as set out in, and subject to the Conditions, the South African Agency Agreement and the relevant Pricing Supplement in respect of such South African Security.

2. DEFINITIONS AND INTERPRETATION

2.1 **Definitions**

In these Additional Terms and Conditions, unless inconsistent with the context or otherwise separately defined in the relevant Pricing Supplement, the following expressions shall have the following meanings:

2.1.1 **Additional Terms and Conditions** means the terms and conditions of the South African Securities set out in this section of this JSE Placement Document headed "*Additional Terms and Conditions*";

2.1.2 **Applicable Procedures** means in relation to a Series of South African Securities, the rules and operating procedures for the time being of the CSD, the CSD Participants, the debt listings requirements of the JSE and where relevant section 19 of the listings requirements of the JSE, as amended and supplemented from time to time;

2.1.3 **Base Conditions** means the terms and conditions set out under the respective sections of the

Base Prospectuses (as defined below) headed "*Terms and Conditions of the Notes"* in respect of the Notes (the **Note Conditions**), "*Terms and Conditions of the Securities*" in respect of the Warrants (the **Warrant Conditions**) and "*Terms and Conditions of the Securities*" in respect of the Certificates (the **Certificate Conditions**);

2.1.4 **Base Prospectus/es** means each one, or all of the three separate base prospectuses each dated 9 June 2016 and each one separately relating to the issue of Notes, Warrants and Certificates, prepared by BNPP B.V., BNPP and the other issuers named therein, in respect of the Programme, as may be amended, supplemented and/or updated from time to time;

2.1.5 **Beneficial Interest** means, in relation to a Series of South African Securities held by the CSD, the beneficial interest as co-owner of an undivided share of the nominal amount of the South African Securities in that Series, as contemplated in section 37(1) of the South African Financial Markets Act (as defined below). The nominal amount of such beneficial interest is determined by reference to the proportion that such Series of South African Securities represents in comparison to the nominal amount of all of the South African Securities in respect of that Series of South African Securities that have been issued as at such date, as contemplated in section 37(3) of the South African Financial Markets Act;

2.1.6 **Books Closed Period** means, in relation to a Series of South African Securities listed on the Interest Rate Market of the JSE, the period commencing after the Last Day to Register, during which transfers of any South African Securities will not be registered, or such shorter period as the relevant Issuer and Dealer(s) may decide in order to determine those Holders entitled to receive payment of principal or interest as specified or unless otherwise specified in the Pricing Supplement;

2.1.7 **Business Day** means a day (other than a Saturday, Sunday or statutory public holiday in South Africa) on which commercial banks settle payments in Rand in Johannesburg or as otherwise specified in the relevant Pricing Supplement;

2.1.8 **Class of Holders** means the Holders of a Series of South African Securities or, where appropriate, the Holders of a different Series of South African Securities;

2.1.9 **Commercial Paper Regulations** means the commercial paper regulations of 14 December 1994 issued pursuant to paragraph (cc) of the definition of *the business of a bank* in the South African Banks Act, 1990 set out in Government Notice 2172 and published in Government Gazette 16167 of 14 December 1994;

2.1.10 **CSD** means Strate Proprietary Limited (registration number 1998/022242/07), licensed as a central securities depository in terms of section 29 of the South African Financial Markets Act, and any reference to *CSD* shall, whenever the context permits, be deemed to include any successor depository operating in terms of the South African Financial Markets Act, and any additional or alternate depository approved by the Issuer;

2.1.11 **CSD Participant** means a person authorised by the CSD as a participant, as contemplated in section 31 of the South African Financial Markets Act, and who is approved by the CSD, in terms of the rules of CSD, as a settlement agent to perform electronic settlement of funds and scrip;

2.1.12 **Day** means, a Gregorian calendar day unless qualified by the word "*Business*";

2.1.13 **Declaration Data** means the minimum information to be announced on the Declaration Date including, if applicable, the Stock Code, the ISIN, the Last Day to Trade, the Ex-Date, the Record Date, the payment date and any conditions precedent;

2.1.14 **Declaration Date** means a date at least 13 Trading Days prior to the Record Date or such date as set out in the relevant Pricing Supplement, on which a corporate action and the Declaration Data (including any conditions precedent to which the corporate action is subject) are announced and released through SENS as specified or unless otherwise specified in the Pricing Supplement;

2.1.15 **Ex-Date** means the first Trading Day after the Last Day to Trade as specified or unless otherwise specified in the Pricing Supplement (all trades from this date will exclude the right to receive entitlements), as specified or unless otherwise specified in the Pricing Supplement;

2.1.16 **Extraordinary Resolution** means a resolution passed at a Meeting (duly convened) of the Holders or a Class of Holders, as the case may be, and held in accordance with Condition 7.1 (*Meetings of Holders*) of the Additional Terms and Conditions by a majority of not less than 66.67

per cent. of the persons voting at such Meeting upon a show of hands or, if a poll be duly demanded, then by a majority consisting of not less than 66.67 per cent. of the votes given on such poll;

2.1.17 **Finalisation Date** means the date at least 8 Trading Days before the Record Date and at least 5 Trading Days before the Last Day to Trade or such date as set out in the relevant Pricing Supplement, on which an event and its terms become unconditional in all respects and irrevocable so that no further finalisation changes can be made by any Issuer and the event can only be cancelled, as specified or unless otherwise specified in the Pricing Supplement;

2.1.18 **Finalisation Information** means the information on a corporate action to be included in the accouncement on the Finalisation Date which would include, if applicable, the payment amount, the final Declaration Data and confirmation that all conditions precedent (if any) have been fulfilled;

2.1.19 **Holders** and **Holders of South African Securities** means the holders of South African Securities recorded as such in the South African Register;

2.1.20 **Individual Certificate** means a single certificate in definitive registered form without interest coupons representing those South African Securities for which a Beneficial Interest has been exchanged in accordance with Condition 3.3.3 (*Exchange of Beneficial Interests for an Individual Certificate*) of these Additional Terms and Conditions;

2.1.21 **Issue Date** means, in relation to a Series of South African Securities, the date specified as such in the relevant Pricing Supplement;

2.1.22 **JSE** means the JSE Limited (registration number 2005/022939/06) incorporated with limited liability under the laws of South Africa, licensed as an exchange in terms of the South African Financial Markets Act, and any reference to *JSE* shall, whenever the context permits, be deemed to include any successor exchange operating in terms of the South African Financial Markets Act;

2.1.23 **Last Day to Register** means, in relation to a Series of South African Securities listed on the Interest Rate Market of the JSE, the last day or days preceding the due date for any payment of principal or interest in respect of that Series of South African Securities, being the last day on which the South African Transfer Agent will accept Transfer Forms and record in the South African Register the transfer of South African Securities in that Series and whereafter the South African Register is closed for further transfer or entries until the due date for such payment of principal or interest as specified or unless otherwise specified in the Pricing Supplement;

2.1.24 **Last Day to Trade** means, in relation to a Series of South African Securities listed on the Main Board of the JSE, 17h00 Johannesburg time on the day that is 3 Trading Days before the Record Date or such date as set out in the relevant Pricing Supplement, as specified or unless otherwise specified in the Pricing Supplement;

2.1.25 **Programme** means the Note, Warrant and Certificate Programme of BNPP B.V., BNPP and the other issuers named therein as described in the Base Prospectuses;

2.1.26 **R** or **Rand** or **ZAR** or **South African Rand** or **cent** means the lawful currency of South Africa;

2.1.27 **Record Date** means, in relation to a Series of South African Securities listed on the Main Board of the JSE, the date on which the South African Register must be in final form, being the Friday immediately prior to each due date for any payment of principal or interest, as the case may be, or if such Friday is not a Business Day, the last Business Day of the week preceding the due date for payment of principal or interest, as the case may be, as specified or unless otherwise specified in the Pricing Supplement;

2.1.28 **SARB** means the Financial Surveillance Department of the South African Reserve Bank;

2.1.29 **South African Securities** means the Securities issued in South Africa by any of the Issuers pursuant to the Base Prospectuses as read with the JSE Placement Document, the South African Agency Agreement and the relevant Pricing Supplement;

2.1.30 **Securities** means the secured or unsecured certificated or uncertificated Securities of any kind issued by BNPP B.V., BNPP and the South African Branch, under the Programme;

2.1.31 **Series** means a Series of South African Securities which, together with any other Tranche or Tranche of South African Securities, (i) are expressed in the relevant Pricing Supplement to be consolidated and form a single Series and (ii) are identical in all respects (including as to listing) except for their respective Issue Dates and/or Interest Commencement Dates and/or Issue Prices;

2.1.32 **South Africa** means the Republic of South Africa;

2.1.33 **South African Banks Act** means the Banks Act, 1990 of South Africa;

2.1.34 **South African Calculation Agent** means BNP Paribas or BNP Paribas Arbitrage SNC as specified in the relevant Pricing Supplement, unless the Issuer elects to appoint another entity as South African Calculation Agent in relation to one or more Series of South African Securities, in which event such entity (and a description of the arrangements pursuant to which such entity has been so appointed by the Issuer) will be specified in the relevant Pricing Supplement;

2.1.35 **South African Companies Act** means the Companies Act, 2008 of South Africa;

2.1.36 **South African Financial Markets Act** means the Financial Markets Act, 2012 of South Africa;

2.1.37 **Specified Office** means, in relation to each of the Issuer, the South African Paying Agent and the South African Transfer Agent, the address of the office specified in respect of such entity at the end of the JSE Placement Document, or such other address as is notified by such entity (or, where applicable, a successor to such entity) to the Holders of South African Securities (in the manner set out in Condition 8.1 (*Notice to Holders of South African Securities*) of these Additional Terms and Conditions) or unless otherwise specified in the Pricing Supplement, as the case may be;

2.1.38 **South African Paying Agent** means FirstRand Bank Limited, acting through its Rand Merchant Bank division (incorporated with limited liability under registration number 1929/001225/06 in South Africa), unless the Issuer elects to appoint another entity as South African Paying Agent in relation to one or more Series of South African Securities, in which event such entity (and a description of the arrangements pursuant to which such entity has been so appointed by the Issuer) will be specified in the relevant Pricing Supplement;

2.1.39 **South African Register** means the register of Holders of South African Securities maintained by the South African Transfer Agent in terms of Condition 6 (*South African Register*) of these Additional Terms and Conditions;

2.1.40 **South African Transfer Agent** means Computershare Investor Services Proprietary Limited (incorporated with limited liability under registration number 2004/003647/07 in South Africa), unless the relevant Issuer elects to appoint another entity as South African Transfer Agent in relation to one or more Series of South African Securities, in which event such entity (and a description of the arrangements pursuant to which such entity has been so appointed by the Issuer) will be specified in the relevant Pricing Supplement;

2.1.41 **Trading Day** means a day on which the JSE is open for business and on which South African Securities may be dealt in (other than a day on which the JSE is scheduled to or does close prior to its regular weekday closing time); and

2.1.42 **Transfer Form** means all written forms for the transfer of South African Securities represented by an Individual Certificate, in the usual form or in such other form as is approved by the relevant Issuer, the South African Transfer Agent and the South African Settlement Agent.

2.2 **Interpretation**

In these Additional Terms and Conditions:

2.2.1 Capitalised terms used but not defined herein shall have the meanings given to them in the Base Conditions.

2.2.2 If there is any conflict or inconsistency between defined terms and provisions set out in the Base Conditions and these Additional Terms and Conditions, then the defined terms and provisions in these Additional Terms and Conditions will prevail. If there is any conflict or inconsistency between defined terms and the provisions set out in the relevant Pricing Supplement and the defined terms and provisions set out in these Additional Terms and Conditions, then the defined terms and provisions in the relevant Pricing Supplement will prevail.

2.2.3 In respect of the South African Securities, all references in the Base Conditions to the "*Agency Agreement*" and the "*Note Agency Agreement*" and the agents as defined therein, shall be deemed to be to the South African Agency Agreement and the agents appointed thereunder, where the context requires, all references in the Base Conditions to the "*Register*" shall be deemed to be to the "*South African Register*", all references in the Base Conditions to the "*Registrar*" shall be deemed to be to the "*South African Transfer Agent*", and all references in the Base Conditions to the "*Paying Agent*" shall be deemed to be to the "*South African Paying Agent*".

2.2.4 Any reference to legislation or a statute shall be to such legislation or statute as amended, varied or repealed and re-enacted from time to time.

3. TYPE, TITLE AND TRANSFER

This Condition 3 replaces Note Condition 1 (*Form, Denomination, Title and Transfer*), Warrant Condition 2 (*Type, Title and Transfer*) and Certificate Condition 2 (*Type, Title and Transfer*) in respect of South African Securities:

3.1 Type

Each Series of South African Securities will be issued in registered form in South African Rand.

3.1.1 Uncertificated South African Securities

3.1.1.1 Each Series of South African Securities listed on Interest Rate Market or the Main Board of the JSE will, subject to applicable laws and Applicable Procedures, be issued in uncertificated form in accordance with section 33 of the South African Financial Markets Act.

3.1.1.2 Uncertificated South African Securities will not be represented by any certificate or written instrument. A Series of South African Securities issued in uncertificated form will be held in the CSD (see Condition 3.1.3 below headed "*South African Securities held in the CSD*" of the Additional Terms and Conditions), and the relevant CSD Participant will be named in the South African Register as the registered Holder of those South African Securities.

3.1.2 Certificated South African Securities

South African Securities issued in certificated form will be represented by a single Individual Certificate, in definitive registered form. Each Individual Certificate will be registered in the South African Register in the name of the individual Holder(s) of the South African Securities represented by that Individual Certificate.

3.1.3 South African Securities held in the CSD

3.1.3.1 The relevant CSD Participant will be listed in the South African Register as the registered Holder of each Series of South African Securities (other than those South African Securities in that Series which are represented by Individual Certificates). Where a Series of South African Securities is held in its entirety in the CSD, the relevant CSD Participant will be named in the South African Register as the sole Holder of that Series of South African Securities and, accordingly, all amounts to be paid and all rights to be exercised in respect of the South African Securities in that Series will be paid to and may be exercised only by the relevant CSD Participant for the holders of Beneficial Interests in that Series of South African Securities.

3.1.3.2 Where any South African Securities are held in the CSD, each person shown in the records of the CSD or the relevant CSD Participant, as the case may be, as the holder of a Beneficial Interest in such South African Securities (in which regard any certificate or other document issued by the CSD or the relevant CSD Participant, as the case may be, in relation to such South African Securities standing to the account of such person shall be *prima facie* proof of such Beneficial Interest) shall be treated by the relevant Issuer, the South African Paying Agent, the South African Transfer Agent and the relevant CSD Participant as the Holder of such South African Securities for all purposes, other than with respect to the payment of all amounts (whether in respect of principal, interest or otherwise) due and payable in respect of such South African Securities, for which latter purpose the CSD Participant (as the registered Holder of such South African Securities named in the South African Register) shall be treated by the relevant Issuer, the South African Paying Agent, the South African Transfer Agent and the CSD as the Holder of such South African Securities in accordance with and subject to these Additional Terms and Conditions.

3.2 **Title**

3.2.1 **Title to certificated South African Securities**

3.2.1.1 Each Holder of South African Securities represented by an Individual Certificate will be named in the South African Register as the registered Holder of such South African Securities. Subject to applicable laws, title to South African Securities represented by an Individual Certificate will be freely transferable and will pass upon registration of transfer in accordance with Condition 3.3 (*Transfer of South African Securities*) of the Additional Terms and Conditions and the South African Agency Agreement.

3.2.1.2 The Issuer, the South African Paying Agent and the South African Transfer Agent shall (except as otherwise required by law) recognise the Holder of any South African Securities, as the absolute owner of such South African Securities for all purposes (notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof).

3.2.2 **Title to Beneficial Interests in uncertificated South African Securities**

3.2.2.1 Title to Beneficial Interests held by CSD Participants directly through the CSD will pass on transfer thereof by electronic book entry in the central securities accounts maintained by the CSD for such CSD Participants, in accordance with the Applicable Procedures (as contemplated in Condition 3.3.1 (*Transfer of Beneficial Interests*) of the Additional Terms and Conditions below). Subject to applicable laws, title to Beneficial Interests held by clients of CSD Participants indirectly through such CSD Participants will be freely transferable and will pass on transfer thereof by electronic book entry in the securities accounts maintained by such CSD Participants for such clients, in accordance with the Applicable Procedures (as contemplated in Condition 3.3.1 (*Transfer of Beneficial Interests*) of the Additional Terms and Conditions below).

3.2.2.2 The holder of a Beneficial Interest will only be entitled to exchange such Beneficial Interest for South African Securities represented by an Individual Certificate in accordance with Condition 3.3.3 (*Exchange of Beneficial Interest for an Individual Certificate*) of the Additional Terms and Conditions below and the South African Agency Agreement.

3.2.2.3 Each Series of South African Securities held in the CSD will be held subject to the South African Financial Markets Act and the Applicable Procedures.

3.3 **Transfer of South African Securities**

3.3.1 **Transfer of Beneficial Interests**

Transfers of Beneficial Interests to and from clients of CSD Participants shall occur by way of electronic book entry in the securities accounts maintained by the CSD Participants for such clients, in accordance with the Applicable Procedures. Transfers of Beneficial Interests among CSD Participants shall occur through electronic book entry in the central securities accounts maintained by the CSD for the CSD Participants, in accordance with the Applicable Procedures. Transfers of Beneficial Interests in South African Securities will not be recorded in the South African Register, and the relevant CSD Participant will continue to be reflected in the South African Register as the registered Holder of such South African Securities notwithstanding such transfers.

3.3.2 **Transfer of South African Securities represented by Individual Certificates**

3.3.2.1 In order for any transfer of South African Securities represented by an Individual Certificate to be recorded in the South African Register, and for such transfer to be recognised by the relevant Issuer:

3.3.2.1.1 the transfer of such South African Securities must be embodied in a Transfer Form;

3.3.2.1.2 the Transfer Form must be signed by the registered Holder of such South African Securities and the transferee, or any duly authorised representative of that registered Holder or transferee;

3.3.2.1.3 the Transfer Form must be delivered to the South African Transfer Agent at its Specified Office together with the Individual Certificate representing the South African Securities that are to be cancelled; and

3.3.2.1.4 South African Securities represented by an Individual Certificate may only be transferred, in whole or in part, in amounts of not less than the specified denomination (or any multiple thereof) required by the CSD.

3.3.2.2 Subject to this Condition 3.3.2 (*Transfer of South African Securities represented by Individual Certificates*), the South African Transfer Agent will, within 3 (three) Business Days of receipt by it of a duly completed and signed Transfer Form (or such longer period as may be required to comply with any applicable laws and/or Applicable Procedures), record the transfer of South African Securities represented by an Individual Certificate (or the relevant portion of such South African Securities) in the South African Register, and authenticate and deliver to the transferee at the South African Transfer Agent's Specified Office or, at the risk of the transferee, send by mail to such address as the transferee may request, a new Individual Certificate in respect of the South African Securities transferred reflecting the outstanding nominal amount of the South African Securities transferred.

3.3.2.3 Where a Holder has transferred a portion only of South African Securities represented by an Individual Certificate, the South African Transfer Agent will authenticate and deliver to such Holder at the South African Transfer Agent's Specified Office or, at the risk of such Holder, send by mail to such address as such Holder may request, at the risk of such Holder, a new Individual Certificate representing the balance of the South African Securities held by such Holder.

3.3.2.4 The transferor of any South African Securities represented by an Individual Certificate will be deemed to remain the owner thereof until the transferee is registered in the South African Register as the Holder thereof.

3.3.2.5 Before any transfer of South African Securities represented by an Individual Certificate is registered in the South African Register, all relevant transfer taxes (if any) must have been paid by the transferor and/or the transferee and such evidence must be furnished as the relevant Issuer and the South African Transfer Agent may reasonably require as to the identity and title of the transferor and the transferee.

3.3.2.6 No transfer of any South African Securities represented by an Individual Certificate will be registered whilst the South African Register is closed as contemplated in Condition 6 (South African Register) of these Additional Terms and Conditions.

3.3.2.7 If a transfer of any South African Securities represented by an Individual Certificate is registered in the South African Register, the Transfer Form and cancelled Individual Certificate will be retained by the South African Transfer Agent.

3.3.3 **Exchange of Beneficial Interest for an Individual Certificate**

3.3.3.1 The holder of a Beneficial Interest in South African Securities may, subject to section 42 of the South African Financial Markets Act, by written notice to the CSD Participant (or, if such holder is a CSD Participant, the CSD), request that such Beneficial Interest be exchanged for South African Securities in definitive form represented by an Individual Certificate (the Exchange Notice). The Exchange Notice shall specify the name, address and bank account details of the holder of the Beneficial Interest.

3.3.3.2 The CSD Participant shall, within 5 (five) Business Days of receipt of the Exchange Notice, from the CSD, notify the South African Transfer Agent that it is required to exchange such Beneficial Interest for South African Securities represented by an Individual Certificate. The South African Transfer Agent will, as soon as is practicable but within 10 (ten) Business Days (or 20 (twenty) Business Days in the case of a Holder of Securities who is not resident within South Africa) of receipt of such notice from the CSD, procure that an Individual Certificate is prepared, authenticated and made available for delivery, on a Business Day falling within the aforementioned 10 (ten) Business Day period (or 20 (twenty) Business Day period, as the case may be) (the Exchange Date), to the CSD Participant at the Specified Office of the South African Transfer Agent.

3.3.3.3 The South African Transfer Agent will, subject to this Condition 3.3.3 (Exchange of Beneficial Interest for a Definitive Security), prepare and authenticate the Individual Certificate and make the Individual Certificate available for delivery to the CSD Participant at the South African Transfer Agent's Specified Office.

3.3.3.4 An Individual Certificate issued pursuant to this Condition 3.3.3 (Exchange of Beneficial *Interest for an Individual Certificate*) shall, in relation to a Beneficial Interest in any number of South African Securities issued in uncertificated form of a particular nominal amount standing to the account of the holder thereof, represent that number of South African Securities of that nominal amount, and shall otherwise be in such form as may be agreed between the relevant Issuer and the South African Transfer Agent and such Individual Certificate shall be issued in accordance with, and be governed by, the Applicable Procedures.

4. PAYMENTS

This Condition 4 replaces Note Condition 4 (*Payment, Physical Delivery and Exchange of Talons*) (save for Note Condition 4(b) (*Physical Delivery*)), the provisions relating to the method of payment, where the Issuer satisfies its obligations by payment in respect of Warrant Condition 5 (*General Provisions Relating to Settlement In Respect of Securities*) and the provisions relating to the method of payment, where the Issuer satisfies its obligations by payment in respect of Certificate Condition 5 (*General Provisions Relating to Settlement In Respect of Securities)* in respect of South African Securities:

4.1 General

4.1.1 Only Holders named in the South African Register at 17h00 (Johannesburg time) on either (i) the Last Day to Register in respect of South African Securities listed on the Interest Rate Market of the JSE or (ii) the Record Date in respect of South African Securities listed on the Main Board of the JSE, shall be entitled to payments of amounts (whether in respect of principal, interest or otherwise) due and payable in respect of the South African Securities.

4.1.2 Any payments of all amounts (whether in respect of principal, interest or otherwise) due and payable in respect of any South African Securities shall be made by the South African Paying Agent, on behalf of the Issuer, on the terms and conditions of the South African Agency Agreement and this Condition 4 (*Payments*) of the Additional Terms and Conditions. The relevant Issuer shall not be responsible for the loss in transmission of any funds paid by the South African Paying Agent to the Holders of listed South African Securities. Any amount paid by the relevant Issuer to the South African Paying Agent (into such separate bank account of the relevant Issuer held with the South African Paying Agent for the South African Securities as is agreed in writing between the relevant Issuer and the South African Paying Agent from time to time) in accordance with the South African Agency Agreement, shall be satisfaction *pro tanto*, to the extent of such amount, of the Issuer's obligations to the Holders of South African Securities under the terms of the South African Securities, the Additional Terms and Conditions and the South African Agency Agreement.

4.1.3 Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in South Africa. Any reference in the Additional Terms and Conditions to any amounts payable in respect of any South African Securities shall be deemed also to refer to any additional amounts which may be payable hereunder.

4.2 Method of payment

The South African Paying Agent will, on behalf of the relevant Issuer, pay all amounts (whether in respect of principal, interest or otherwise) due and payable in respect of any South African Securities:

4.2.1 in the case of South African Securities issued in uncertificated form, in immediately available and freely transferable funds, in ZAR by electronic funds transfer, to the bank account of the relevant CSD Participant, as the registered holder of such South African Securities, which in turn will transfer such funds to the holders of Beneficial Interests in such South African Securities; and

4.2.2 in the case of South African Securities represented by an Individual Certificate in immediately available and freely transferable funds, in ZAR by electronic funds transfer, to the bank account of the South African Transfer Agent whereafter the South African Transfer Agent will transfer the funds to the bank account of the person named as the registered holder of such South African Securities in the South African Register or, in the case of joint registered Holders of South African Securities, the bank account of the first one of them named in the South African Register in respect of such South African Securities.

4.3 Beneficial Interests

4.3.1 Following payment to the relevant CSD Participant of amounts due and payable in respect of South African Securities issued in uncertificated form pursuant to Condition 4.2.1 of the Additional Terms and Conditions above, the relevant funds will be transferred by the relevant CSD Participants, to the holders of Beneficial Interests in such South African Securities.

4.3.2 Each of the persons reflected in the records of relevant CSD Participant as the holders of Beneficial Interests in South African Securities, will look solely to the relevant CSD Participant for such person's share of each payment so made by the South African Paying Agent, on behalf of the Issuer, to or for the order of the relevant CSD Participant, as the registered holder of such South African Securities.

4.3.3 Neither the South African Paying Agent nor the relevant Issuer will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, Beneficial Interests or for maintaining, supervising or reviewing any records relating to Beneficial Interests.

4.3.4 Payments of amounts due and payable in respect of Beneficial Interests in South African Securities will be recorded by the relevant CSD Participant, as the registered Holder of such South African Securities, distinguishing between interest, principal and any other amount, and such record of payments by the relevant CSD Participant, as the registered holder of such South African Securities, will be *prima facie* proof of such payments.

4.4 **Payment Date**

If the date for payment of any amount due and payable in respect of a Series of South African Securities is not a Business Day, then such date for payment shall be the following Business Day, and the holders of such South African Securities will not be entitled to further interest or other payments in respect of any such delay.

4.5 **Cancellation of uncertificated South African Securities**

No payment of any amount due and payable in respect of any such South African Securities which are to be redeemed pursuant to the Additional Terms and Conditions shall be made unless, on or before the date for redemption, the South African Transfer Agent has received written notice at its Specified Offices from the Issuer for the redemption and cancellation of such South African Securities.

4.6 **Surrender of Individual Certificates**

4.6.1 No payment of any amount due and payable in respect of any South African Securities represented by an Individual Certificate (if any) which are to be redeemed pursuant to the Additional Terms and Conditions shall be made unless, on or before the date for redemption, the Individual Certificate representing such South African Securities (if any) have been surrendered for cancellation at the Specified Office of the South African Transfer Agent.

4.6.2 If Individual Certificates representing any South African Securities which are to be redeemed pursuant to the Additional Terms and Conditions are not surrendered for cancellation on or before the date for redemption, as set out in the immediately preceding Condition of the Additional Terms and Conditions above, interest (if any) on such South African Securities will cease to accrue to the holder of such South African Securities from (and including) the date for redemption.

4.6.3 All documents and Individual Certificates which are required to be presented and/or surrendered to the South African Transfer Agent in accordance with the Additional Terms and Conditions must be so presented and/or surrendered at the Specified Office of the South African Transfer Agent.

5. **REDEMPTION**

Condition 8 below will replace any provisions relating to the delivery of notice to the Holders or any Issuer in Note Condition 5 (*Redemption and Purchase*) in respect of South African Securities. Any notice period applicable to South African Securities in respect of any redemption provisions (including those specified in the relevant Pricing Supplement), will be subject to the Applicable Procedures.

6. **SOUTH AFRICAN REGISTER**

6.1 The Register will be kept at the Specified Office of the South African Transfer Agent. The South African Register will, in relation to a Series of South African Securities, contain the name, address and bank account details of each Holder of South African Securities in that Series. The relevant CSD Participant will be listed in the South African Register as the registered holder of each Series of South African Securities (other than those South African Securities in that Series which are represented by Individual Certificates) which is listed on the JSE. The South African Register will set out the nominal amount of the South African Securities in that Series issued to the Holder of South African Securities or the nominal amount of the South African Securities in that Series transferred to the Holder of South African Securities, as the case may be, the Issue Date, the date of transfer of such South African Securities (if applicable) and the date upon which the Holder of South African Securities became registered as such. The South African Register will show the serial numbers of the Individual Certificates issued and the reference numbers of South African Securities issued in uncertificated form. The South African Register will be open for inspection during the normal business hours of the South African Transfer Agent to the Issuer (or any person authorised by the relevant Issuer) and any Holder of South African Securities (or any person of proven identity authorised in writing by any Holder of South African Securities).

6.2 The South African Register will, in relation to a Series of South African Securities listed on the Interest Rate Market of the JSE, be closed during the Books Closed Period. All periods referred to for the closure of the South African Register in respect of South African Securities listed on the Interest Rate Market of the JSE may, subject to the Applicable Procedures, be shortened by the relevant Issuer from time to time, upon notice thereof to the Holders (in the manner set out in Condition 8.1 (*Notice to Holders of South African Securities*) of the Additional Terms and Conditions below).

6.3 In relation to a Series of South African Securities listed on the Main Board of the JSE, to be recorded in the South African Register on the Record Date, any secondary market trades must take place before 17h00 on the Last Day to Trade. The South African Securities will trade "ex-entitlement" on the Ex-Date.

6.4 The South African Transfer Agent will amend the South African Register in respect of any change of name, address or bank account number of any of the Holders of South African Securities of which it is notified; provided that the South African Register will only be amended to reflect a transfer of South African Securities if such transfer is carried out in accordance with Condition 3.3 (*Transfer of South African Securities*) of the Additional Terms and Conditions above.

7. MEETINGS PROVISIONS AND MODIFICATION

This Condition 7 replaces Note Condition 18 (*Meetings of Noteholders, Modification and Waiver*), Warrant Condition 9.4 (*Meetings of Holders*) and Warrant Condition 9.5 (*Modifications*), and Certificate Condition 9.4 (*Meetings of Holders*) and Certificate Condition 9.5 (*Modifications*) in respect of South African Securities:

7.1 Meetings of Holders

7.1.1 *Issue of forms of proxy*

The Holder of any South African Securities may obtain an uncompleted and unexecuted Form of Proxy from the South African Transfer Agent.

7.1.2 *References to deposit/release of South African Securities*

References to the deposit, or release, of South African Securities shall be construed in accordance with the Applicable Procedures.

7.1.3 *Validity of forms of proxy*

A Form of Proxy shall be valid only if it is deposited at the Specified Office of the South African Transfer Agent, or at some other place approved by the South African Transfer Agent, in accordance with the Applicable Procedures and at least 48 hours before the time fixed for the relevant Meeting or the Chairperson decides otherwise before the Meeting proceeds to business.

7.1.4 *Record Date*

The relevant Issuer may fix a record date for the purposes of any Meeting of Holders of South African Securities or any resumption thereof following its adjournment for want of a quorum provided that such record date is not more than 10 calendar days prior to the time fixed for such Meeting or (as the case may be) its resumption. The person in whose name South African Securities are registered in the South African Register on the record date at the close of business in the city in which the South African Transfer Agent has its Specified Officer shall be deemed to be the Holder of such South African Securities for the purposes of such Meeting and notwithstanding any subsequent transfer of such South African Securities or entries in the South African Register.

7.1.5 *Convening of meetings*

7.1.5.1 The relevant Issuer may convene a Meeting at any time, and shall be obliged to do so upon the request in writing of Holders holding not less than 10 per cent. in aggregate nominal amount of the outstanding South African Securities.

7.1.5.2 Whenever the Issuer wishes or is required to convene a Meeting, it shall forthwith give notice in writing to the Holders of the place, day and hour of the meeting and of the nature of the business to be transacted at the meeting.

7.1.5.3 All Meetings of Holders shall be held in Johannesburg.

7.1.5.4 Any director or duly authorised representative of the Issuer, the Guarantor or their associates, and any other person authorised in writing by the Issuer or the Guarantor may attend and speak at a meeting of Holders, but shall not be entitled to vote, other than as a proxy or duly authorised representative of a Holder.

7.1.6 *Notices*

At least 21 calendar days' notice (exclusive of the calendar day on which the notice is given and of the calendar day on which the relevant Meeting is to be held) specifying the date, time and place of the Meeting shall be given to the Holders of all outstanding South African Securities of the Applicable Series and the South African Transfer Agent (with a copy to the relevant Issuer). The notice shall set out the full text of any resolutions to be proposed and shall state that the South African Securities may be deposited with, or to the order of, the South African Transfer Agent, for the purposes of appointing Proxies not later than 48 hours before the time fixed for the Meeting. Such notice shall be required to be given in accordance with Condition 8 (*Notices*) of the Additional Terms and Conditions.

7.1.7 *Chairperson*

An individual (who may, but need not, be a Holder) nominated in writing by the relevant Issuer may take the chair at any Meeting but, if no such nomination is made or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one of themselves to take the chair failing which, the Issuer may appoint a Chairperson. The Chairperson of an adjourned Meeting need not be the same person as was the Chairperson of the original Meeting.

7.1.8 *Quorum*

The quorum at any Meeting shall be at least two Voters representing or holding not less than the Relevant Fraction provided, however, that, so long as the Relevant Fraction is issued in uncertificated form, a single Proxy representing the Holder thereof shall be deemed to represent two Voters for the purpose of forming a quorum.

7.1.9 *Adjournment for want of a quorum*

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then:

7.1.9.1 in the case of a Meeting requested by Holders, it shall be dissolved; or

7.1.9.2 in the case of any other Meeting, it shall be adjourned for such period (which shall be not less than 14 calendar days and not more than 42 calendar days) and to such time and place as the Chairperson determines; provided, however, that:

7.1.9.2.1 the Meeting shall be dissolved if the Issuer so decides; and

7.1.9.2.2 no Meeting may be adjourned more than once for want of a quorum.

7.1.10 *Adjourned meeting*

The Chairperson may, with the consent of (and shall if directed by) all Holders, adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

7.1.11 *Notice following adjournment*

7.1.11.1 Condition 8 (*Notices*) shall apply to any Meeting which is to be held following an adjournment for want of a quorum save that:

7.1.11.1.1 10 calendar days' notice (exclusive of the calendar day on which the notice is given and of the calendar day on which the Meeting is to be held) shall be sufficient; and

7.1.11.1.2 the notice shall specifically set out the quorum requirements which will apply when the Meeting is held.

7.1.11.2 It shall not be necessary to give notice of a Meeting which has been adjourned for any other reason.

7.1.12 *Participation*

The following may attend and speak at a Meeting:

7.1.12.1 Voters;

7.1.12.2 representatives of the Issuer and the South African Transfer Agent;

7.1.12.3 the financial advisers of the Issuer;

7.1.12.4 the legal counsel to the Issuer and the South African Transfer Agent; and

7.1.12.5 any other person approved by the Meeting.

7.1.13 *Show of hands*

Every question submitted at a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result is declared, the Chairperson's declaration that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution. Where there is only one Voter, this paragraph shall not apply and the resolution will immediately be decided by means of a poll.

7.1.14 *Poll*

A demand for a poll shall be valid if it is made by the Chairperson, the relevant Issuer or one or more Voters representing or holding not less than one fiftieth of the aggregate nominal amount of the outstanding South African Securities. The poll may be taken immediately or after such adjournment as the Chairperson directs, save that any poll demanded on the election of the Chairperson or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business as the Chairperson directs.

7.1.15 *Votes*

7.1.15.1 Every Voter shall have:

7.1.15.1.1 on a show of hands, one vote; and

7.1.15.1.2 on a poll, the number of votes obtained by dividing the aggregate nominal amount of the outstanding South African Securities represented or held by him by the unit of South African Rand.

7.1.15.2 In the case of a voting tie, the Chairperson shall have a casting vote.

7.1.16 *Validity of proxies*

Any vote by a Proxy in accordance with the Form of Proxy shall be valid even if such Form of Proxy or any instruction pursuant to which it was given has been amended or revoked, provided that the Transfer Agent or the Issuer at its Specified Office has not been notified in writing of such amendment or revocation by the time which is 24 hours before the time fixed for the relevant Meeting. Unless revoked, any appointment of a Proxy under a Form of Proxy in relation to a Meeting shall remain in force if such Meeting following an adjournment, provided that no such appointment of a Proxy in relation to a Meeting originally convened which has been adjourned for want of a quorum shall remain in force if such Meeting is held. Any person appointed to vote at such a Meeting must be re-appointed under the Form of Proxy to vote at the Meeting before it is held.

7.1.17 *Powers*

A Meeting shall have power (exercisable by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person:

7.1.17.1 to sanction any compromise or arrangement proposed to be made between the relevant Issuer and/or the Guarantor and the Holders or any of them;

7.1.17.2 to approve any changes to a particular issuance of South African Securities with the consent of the relevant Issuer; or

7.1.17.3 to sanction any proposal by the relevant Issuer and/or the Guarantor (as applicable) for modification, abrogation, variation or compromise of, or arrangements in respect of, the rights of the Holders whether such rights shall arise under the South African Agency Agreement, the Conditions or otherwise;

7.1.17.4 to sanction any proposal by the relevant Issuer for the exchange or substitution for the South African Securities of, or the conversion of the South African Securities into shares, stock, bonds, debentures or other instruments of the relevant Issuer, the relevant Guarantor or any other body corporate;

7.1.17.5 to assent to any modification of the Conditions and/or the provisions contained in the South African Agency Agreement which shall be proposed by the relevant Issuer;

7.1.17.6 to authorise any person to concur in and execute and do all such, acts, documents and things as may be necessary to carry out and give effect to any Extraordinary Resolution'

7.1.17.7 to discharge or exonerate any person from any liability in respect of any act or omission for which such person may have become responsible under the South African Agency Agreement or the Conditions;

7.1.17.8 to give any authority, direction or sanction which under the provisions of the South African Agency Agreement or the Conditions is required to be given by Extraordinary Resolution;

7.1.17.9 to authorise and assent to the substitution of a new entity in place of (i) the relevant Issuer (or any previous substitute) as the principal obligor in respect of the South African Securities or (ii) the Guarantor (or any previous substitute as guarantor under the relevant Guarantee) other than pursuant to the Conditions; and

7.1.17.10 to waive any breach or authorise any proposed breach by the relevant Issuer of its obligations under or in respect of the South African Securities. .

7.1.18 *Resolution binds all Holders*

Any resolution (i) passed at a Meeting of Holders duly convened and held in accordance with the Additional Terms and Conditions, or (ii) passed as a resolution in writing in accordance with these Additional Terms and Conditions, shall in each case be binding upon all Holders whether or not present at such Meeting and whether or not voting, and each of the Holders shall be bound to give effect to it accordingly. Notice of the result of every vote in respect of an Extraordinary Resolution shall be given to the Holders and the South African Paying Agent (with a copy to the relevant Issuer) within 14 calendar days of the conclusion of the Meeting in accordance with Condition 8 (*Notices*). Non-publication shall not invalidate any such resolution.

7.1.19 *Minutes*

Minutes shall be made of all resolutions passed and proceedings at each Meeting. The Chairperson shall sign the minutes, which shall be *prima facie* evidence of the resolutions passed and/or proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed thereat.

7.1.20 *Written consent*

Written consent shall take effect as if it were an Extraordinary Resolution.

7.1.21 *Mutatis mutandis application*

7.1.21.1 The provisions of this Condition 7.1 (*Meetings of Holders*) of the Additional Terms and Conditions shall apply *mutatis mutandis* to the calling and conduct of meetings on an individual Series or Series of South African Securities, as the case may be.

7.1.21.2 For the purposes of the above Condition 7.1 (*Meetings of Holders*) of the Additional Terms and Conditions, the following expressions have the following meanings:

7.1.21.2.1 **Chairperson** means in relation to any Meeting, the individual who takes the chair in accordance with Condition 7.1.7 (*Chairperson*) of the Additional Terms and Conditions;

7.1.21.2.2 **Form of Proxy** means in relation to any Meeting, a document in the English language available from the South African Transfer Agent signed by a Holder of South African Securities, or in the case of a corporation, executed under its seal or signed on its behalf by a duly authorised officer and delivered to the South African Transfer Agent not later than 48 hours before the time fixed for such Meeting, appointing a named individual or individuals to vote in respect of the South African Securities held by that Holder;

7.1.21.2.3 **Meeting** means a meeting of Holders (whether originally convened or resumed following an adjournment);

7.1.21.2.4 **Proxy** means, in relation to any Meeting, a person appointed to vote under a Form of Proxy by a Holder of South African Securities, other than:

7.1.21.2.4.1 any such person whose appointment has been revoked and in relation to whom the South African Transfer Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such Meeting; and

7.1.21.2.4.2 any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the Meeting when it is resumed,

7.1.21.2.5 **Relevant Fraction** means, for all business, 51 per cent. of the aggregate nominal amount of the relevant Series of South African Securities provided, however, that in the case of a Meeting which has been resumed after adjournment for want of a quorum it means, for voting on all business, 25 per cent.;

7.1.21.2.6 **Voter** means in relation to any Meeting: the bearer of a Form of Proxy, the bearer of an Individual Certificate who produces such Individual Certificate or subject to Condition 7.1.4 (*Record Date*) above, a Holder of South African Securities, in each case in relation to the applicable Series of South African Securities, provided however that (subject to Condition 7.1.4 (*Record Date*) above), any Holder of South African Securities which has appointed a Proxy under a Form of Proxy shall not be a *Voter* except to the extent such appointment has been revoked and the South African Transfer Agent has been notified in writing of such revocation at least 48 hours before the time fixed for such Meeting or in person at such Meeting;

7.1.21.2.7 **24 hours** means a period of 24 hours including all or part of a Business Day and such period shall be extended by a further period of 24 hours or, to the extent necessary, a period of more than 24 hours until the time which the banks are open for business as aforesaid;

7.1.21.2.8 **48 hours** means a period of 48 hours including all or part of a Business Day and such period shall be extended by a further period of 24 hours or, to the extent necessary, a period of more than 24 hours until the time which the banks are open for business as aforesaid.

7.2 Amendment of these Additional Terms and Conditions

7.2.1 These Additional Terms and Conditions set out all the rights and obligations relating to the South African Securities and, subject to the further provisions of this Condition 7.2 (*Amendment of these Additional Terms and Conditions*), no addition, variation or consensual cancellation of these Additional Terms and Conditions shall be of any force or effect unless the JSE has been notified and the amendments have been reduced to writing and signed by or on behalf of the relevant Issuer and the Holders.

7.2.2 The relevant Issuer may effect, without the consent of Holders, any modification of the Additional Terms and Conditions and/or the Guarantees which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of applicable laws, provided that the JSE shall be immediately notified of such modification. Any such modification shall be binding on the Holders and any such modification shall be communicated to the Holders in accordance with Condition 8 (*Notices*) as soon as is practicable thereafter.

7.2.3 Subject to the prior formal approval of the JSE, the relevant Issuer may with the prior sanction of an Extraordinary Resolution of Holders or the relevant Class of Holders or with the prior written consent of Holders or the relevant Class of Holders holding not less than 66.67 per cent. in outstanding nominal amount of the South African Securities from time to time, amend these Additional Terms and Conditions and/or the Guarantees, provided that no such amendment shall be of any force or effect unless notice of the intention to make such amendment shall have been given to all Holders in terms of Condition 8 (*Notices*) of the Additional Terms and Conditions.

7.2.4 Any modification of these Additional Terms and Conditions which may have a direct effect on compliance with the debt listings requirements of the JSE or section 19 of the listings requirements of the JSE, as the case may be, will require the approval of the JSE.

8. NOTICES

This Condition 8 replaces Note Condition 17 (*Notices*), Warrant Condition 10 (*Notices*), and Certificate Condition 10 (*Notices*) in respect of South African Securities:

8.1 Notice to Holders of South African Securities

8.1.1 Notices to the Holders of South African Securities shall be valid if mailed to their registered addresses appearing in the South African Register. Any such notice shall be deemed to have been given on the 7^{th} (seventh) Day after the Day on which it was mailed.

8.1.2 All notices to the Holders of South African Securities represented by Individual Certificates shall be in writing and shall be sent by registered mail to the respective addresses of those Holders appearing in the South African Register or delivered by hand to the respective addresses of those Holders appearing in the South African Register. Each such notice shall be deemed to have been received by the relevant Holder on the date on which such notice is sent by registered mail (if such notice is sent by registered mail).

8.1.3 Notwithstanding the provisions of Condition 8.1.1 of the Additional Terms and Conditions above, for so long as all of the South African Securities in a Tranche of South African Securities are held in their entirety in the CSD, the delivery of the notice contemplated in Condition 8.1.1 of the Additional Terms and Conditions above, may be substituted by the electronic delivery of such notice to the relevant CSD Participant (as the registered holder of such South African Securities) via the CSD and the JSE, for communication by them to the holders of Beneficial Interests in such South African Securities in accordance with the Applicable Procedures. Each such notice will be deemed to have been received by the holders of Beneficial Interests on the Day of such delivery to the CSD.

8.2 Notice by Holders of South African Securities

8.2.1 All notices to be given by any Holder of South African Securities represented by an Individual Certificate to the relevant Issuer or the South African Transfer Agent, as the case may be, shall be in writing and given by delivering the notice, by hand or by registered mail, together with a certified copy of that Individual Certificate, to the Specified Office of the Issuer or the Specified Office of the South African Transfer Agent, as the case may be. Each such notice shall be deemed to have been received on the date of delivery (if such notice is delivered by hand) or the 7^{th} (seventh) Day after the date on which such notice is sent by registered mail (if such notice is sent by registered mail).

8.2.2 For so long as any of the Securities are uncertificated, all notices may be given by any holder of a Beneficial Interest to the relevant Issuer or the South African Transfer Agent, as the case may be, by such holder through such holder's CSD Participant in accordance with the Applicable Procedures.

9. COSTS

9.1 The costs and expenses of the printing, issue and delivery of each Individual Certificate pursuant to Condition 3.3.3 (*Exchange of Beneficial Interests for an Individual Certificate*) of the Additional Terms and Conditions above and all taxes or governmental charges that may be imposed in relation to such Individual Certificate and/or the printing, issue and delivery of such Individual Certificate shall be borne by the holder of the South African Securities represented by that Individual Certificate.

9.2 Separate costs and expenses relating to the provision of Individual Certificates and/or the transfer of South African Securities represented by Individual Certificates may be levied by other persons, such as CSD Participants, under the Applicable Procedures, and such costs and expenses shall not be borne by the Issuer.

10. **GOVERNING LAW**

10.1 Any South African Securities issued in the form of Warrants or Certificates, any related Guarantee (in the case of English law governed Securities only) and any non-contractual obligations arising out of or in connection therewith will be governed by English law as further detailed in Warrant Condition 14.1 (*English Law Securities*) and Certificate Condition 14.1 (*English Law Securities*) of the Base Conditions, or as further specified in the relevant Pricing Supplement.

10.2 Any South African Securities issued in the form of Notes, and any related Guarantee, as well as any non-contractual obligations arising out of or in connection therewith will be governed by English law as further detailed in Condition 21 (*Governing Law and Submission to Jurisdiction*) of the Note Conditions.

SIGNED at London this 1st day of September 2016.

For and on behalf of
BNP PARIBAS ARBITRAGE ISSUANCE B.V.
(as Issuer)

Name: DAVID BLOFELD
Capacity: AUTHORISED SIGNATORY

Name: JEREMY ROYCROFT
Capacity: AUTHORISED SIGNATORY

SIGNED at London this 1st day of September 2016.

For and on behalf of
BNP PARIBAS
(as Issuer and Guarantor)

Name: DAVID BLOFELD
Capacity: AUTHORISED SIGNATORY

Name: JEREMY ROYCROFT
Capacity: AUTHORISED SIGNATORY

SIGNED at Johannesburg this 1st day of September 2016.

For and on behalf of
BNP PARIBAS,
acting through its South African Branch
(as Issuer)

Name: Vikas Khandelwal
Capacity: Chief Executive Officer

Name:
Capacity:

Sible Kras
Chief Operating Officer
BNP Paribas SA
South Africa Branch

DESCRIPTION OF BNP PARIBAS, ACTING THROUGH ITS SOUTH AFRICAN BRANCH

Capitalised terms used in this section headed Description of BNP Paribas, acting through its South African Branch shall bear the same meanings as used in the "Additional Terms and Conditions", except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

1. **INTRODUCTION**

BNP Paribas registered its South African branch in 2011. The South African Branch is registered as an external company under registration number K2011/100541/10 in accordance with the company laws of South Africa and is authorised to conduct the business of a bank as a branch of BNP Paribas in South Africa. The South African Branch's registered address is 2nd Floor, 11 Crescent Drive, Melrose Arch, Johannesburg, South Africa.

2. **BUSINESS**

The South African Branch brings forward the suite of BNP Paribas Group expertise and products to Corporates (both local and multinationals) and Financial Institutions in South Africa depending on their needs. This includes corporate finance, structured finance, advisory services, foreign exchange hedging, interest rate hedging, risk management solutions, equity derivatives including structured products, trade finance and cash management.

2.1 The King Report on Governance for South Africa and the King Report and Code of Governance Principles (the **King III Code**) apply to entities incorporated and resident in South Africa. BNPP B.V. is incorporated in the Netherlands, BNPP is incorporated in France and the South African Branch is registered as an external company in South Africa. Accordingly, the King III Code is not applicable to the South African Branch and the South African Branch does not comply with the King III Code.

2.2 The requirements of the South African Companies Act and the South African Banks Act are also taken into account in the corporate governance framework. As the South African Branch is a branch of BNPP, the South African Branch does not have a board of directors but instead an Executive Management Committee (**EXCO**). Details of the EXCO are described below:

3. **EXECUTIVE MANAGEMENT COMMITTEE**

3.1 As at the Programme Date, the permanent members are as follows:

3.1.1 **Vikas Khandelwal Chief Executive Officer (Chairman)**

3.1.1.1 Date of Birth: 03/07/1970

3.1.1.2 Nationality: Indian

3.1.1.3 Appointment to the board: 1 July 2016

3.1.1.4 Number of shares held in BNP Paribas: 1,380 shares of BNP Paribas SA, 1,200 under bank plans

3.1.1.5 Office Address: 2nd Floor, 11 Crescent Drive, Melrose Arch, Johannesburg, 2196.

3.1.1.6 Education: Bachelor of Commerce

3.1.1.7 Offices held in BNP Paribas Group: Chief Executive Officer

3.1.1.8 Offices held in outside BNP Paribas: Member of the Board of Directors of BNP Paribas Wealth Management DIFC Ltd

3.1.2 **Sible Kras (Chief Operating Officer)**

3.1.2.1 Date of Birth: 14 August 1959

3.1.2.2 Nationality: Netherlands

3.1.2.3 Appointment to the board: 01 October 2013

3.1.2.4 Number of shares held in BNP Paribas: 3200

3.1.2.5 Office Address: 2nd Floor, 11 Crescent Drive, Melrose Arch, Johannesburg, 2196.

3.1.2.6 Education: MBA

3.1.2.7 Offices held in BNP Paribas Group: Last ten years - Regional CFO BNP Paribas MEA, Bahrain. COO BNP Paribas Private Equity and now COO BNP Paribas, South Africa.

3.1.2.8 Offices held in outside BNP Paribas: None

3.1.2.9 Participation in specialised committee of the board of directors: Exco, Alco, Audit Committee.

3.1.3 **Morne Durand (Treasurer)**

3.1.3.1 Date of Birth: 1971/01/25

3.1.3.2 Nationality: South African

3.1.3.3 Appointment to the board: 2014/01/01

3.1.3.4 Number of shares held in BNP Paribas: 0

3.1.3.5 Office Address: 11 Crescent Drive, Melrose Arch

3.1.3.6 Education: B.Sc Actuarial Science (Randse Afrikaanse Universiteit), Certificate in Actuarial Techniques (Institute of Actuaries – Staple Inn London)

3.1.3.7 Offices held in BNP Paribas Group: ALM Treasurer

3.1.3.8 Offices held in outside BNP Paribas: None

3.1.4 **Mosili Mothepu (Compliance Officer)**

3.1.4.1 Date of Birth: 14/06/1973

3.1.4.2 Nationality: South African

3.1.4.3 Appointment to the board: 3rd May 2011

3.1.4.4 Number of shares held in BNP Paribas: 0

3.1.4.5 Office Address: 2nd Floor, 11 Crescent Drive, Melrose Arch, Johannesburg, 2196.

3.1.4.6 Education: LLB

3.1.4.7 Offices held in BNP Paribas Group: Head of Compliance

3.1.4.8 Offices held in outside BNP Paribas: None

3.1.5 **Milco Hertz (Risk Officer)**

3.1.5.1 Date of Birth: 1961/03/01

3.1.5.2 Nationality: South African

3.1.5.3 Appointment to the board: 2013/11/01

3.1.5.4 Number of shares held in BNP Paribas: 0

3.1.5.5 Office Address: 2nd Floor, 11 Crescent Drive, Melrose Arch

3.1.5.6 Education: Financial Management Diploma

3.1.5.7 Offices held in BNP Paribas Group: None

3.1.5.8 Offices held in outside BNP Paribas: None

3.1.6 **Kimesh Bhaga (Head Regulatory Reporting)**

3.1.6.1 Date of Birth: 18/03/178

3.1.6.2 Nationality: South African

3.1.6.3 Appointment to the board: 13th of May

3.1.6.4 Number of shares held in BNP Paribas: 0

3.1.6.5 Office Address; 11 Crescent Drive, Melrose Arch, Johannesburg, 2196

3.1.6.6 Education: B.Com (Accounting), B.Acc, CA(SA)

3.1.6.7 Offices held in BNP Paribas Group: Head Regulatory Reporting

3.1.6.8 Offices held in outside BNP Paribas: None

3.1.7 **Daniela Fritenti (Money Laundering Reporting Officer)**

3.1.7.1 Date of Birth: 09/11/1980

3.1.7.2 Nationality: South African

3.1.7.3 Appointment to the board: Member of Branch Exco since 2012 (secondee from May 2012 – June 2014, permanent employee from 1 August 2014 onwards)

3.1.7.4 Appointment and termination date: Appointed 1 August 2014

3.1.7.5 Number of shares held in BNP Paribas: 0

3.1.7.6 Office Address: 2nd Floor, 11 Crescent Drive, Melrose Arch

3.1.7.7 Education: CA(SA)

3.1.7.8 Offices held in BNP Paribas Group: None

3.1.7.9 Offices held in outside BNP Paribas: None

3.2 Other attendees: by invitation

3.3 **Frequency of meetings**

EXCO meets on a bi-weekly basis to discuss operational and management issues within the South African Branch. EXCO focuses on key corporate governance issues on a quarterly basis.

3.4 **Responsibilities**

EXCO effectively fulfils the requirements of a board of directors, as prescribed by the South African Companies Act and the South African Banks Act. Due to the size of the South African Branch and the delegation of powers to the local chief executive officer and chief operating officer, from the board of directors of BNPP in France, EXCO covers both the requirements of the board of directors where possible and the requirements relating to the management subcommittees envisaged in legislation.

3.5 **General responsibilities**

EXCO has the following general responsibilities;

3.5.1 provides effective leadership based on an ethical foundation;

3.5.2 manages the relationship between management and the stakeholders of the South African Branch (BNP Paribas SA in France and BNP Paribas in Bahrain, the head office for reporting purposes);

3.5.3 Budget and Finance;

3.5.4 ensures that the South African Branch is and is seen to be a responsible corporate citizen;

3.5.5 ensures that the South African Branch’s ethics are managed effectively;

3.5.6 appreciates that strategy, risk, performance and sustainability are inseparable;

3.5.7 Feedback from any significant issues raised at ALCO meetings;

3.5.8 is responsible for risk and IT governance;

3.5.9 ensures compliance with applicable laws and regulations;

3.5.10 ensures that the group internal audit requirements are met and liaises with internal audit regarding the timing of their audits and follow up on any findings raised;

3.5.11 ensures integrity of the company’s reporting;

3.5.12 ensures and reports on the effectiveness of internal controls;

3.5.13 considers business rescue proceedings if the South African Branch is financially distressed;

3.5.14 formalises a process for the induction and ongoing training and development of senior officers of the South African Branch;

3.5.15 evaluates the performance of the management committee and individual executive officers of the South African Branch every year; and

3.5.16 reporting in terms of the Corporate Governance Requirements in the Regulations of the South African Banks Act (per Regulations 40 and 47).

USE OF PROCEEDS

Capitalised terms used in this section entitled Use of Proceeds shall bear the same meanings as used in the Base Prospectuses, except to the extent that they are separately defined in this JSE Placement Document or this is clearly inappropriate from the context.

For the purposes of the Commercial Paper Regulations, it is recorded that the *Ultimate Borrower*, as defined in the Commercial Paper Regulations, of the net proceeds from the issue of each issue of South African Securities will be any of BNPP B.V. and BNPP.

The net proceeds of each issue of South African Securities will be applied by BNPP B.V. or BNPP for their general corporate purposes or as may otherwise be described in the relevant Pricing Supplement.

The net proceeds from any issue by the South African Branch will be utilised by the South African Branch in South Africa only.

SUBSCRIPTION AND SALE

Capitalised terms used in this section entitled Subscription and Sale shall bear the same meanings as used in the Base Prospectuses, except to the extent that they are separately defined in this JSE Placement Document or this is clearly inappropriate from the context.

South African Selling Restrictions

The Arranger and any Manager have (or will have) represented, warranted and agreed that they (i) will not offer South African Securities for subscription, (ii) will not solicit any offers for subscription for or sale of the South African Securities, and (iii) will not sell or offer the South African Securities in South Africa in contravention of the South African Companies Act, South African Banks Act, South African Exchange Control Regulations and/or any other applicable laws and regulations of South Africa in force from time to time.

Prior to the issue of any Series of South African Securities under the Programme, the Manager who has (or will have) agreed to place that Series of South African Securities will be required to represent and agree that it will not make an *offer to the public* (as such expression is defined in the South African Companies Act, and which expression includes any section of the public) of South African Securities (whether for subscription, purchase or sale) in South Africa. This JSE Placement Document does not, nor is it intended to, constitute a prospectus prepared and registered under the South African Companies Act.

Offers not deemed to be offers to the public

Offers for subscription for, or sale of, South African Securities are not deemed to be offers to the public if:

(a) made to certain investors contemplated in section 96(1)(a) of the South African Companies Act; or

(b) the total contemplated acquisition cost of South African Securities, for any single addressee acting as principal, shall be equal to or greater than ZAR1,000,000, or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the South African Companies Act.

Information made available in this JSE Placement Document should not be considered as *advice* as defined in the South African Financial Advisory and Intermediary Services Act, 2002.

SETTLEMENT, CLEARING AND TRANSFER

Capitalised terms used in this section entitled Settlement, Clearing and Transfer shall bear the same meanings as used in the Base Prospectuses, except to the extent that they are separately defined in this JSE Placement Document or this is clearly inappropriate from the context.

Form of South African Securities

Each Series of South African Securities may be issued in registered form and will be listed on the Interest Rate Market or the Main Board of the JSE. Such Series will be held in uncertificated form in the CSD. The relevant CSD Participant will hold such South African Securities subject to the South African Financial Markets Act and the Applicable Procedures.

A holder of a Beneficial Interest may exchange such Beneficial Interest for South African Securities represented by an Individual Certificate.

Clearing Systems

Each Series of South African Securities will be listed on the Interest Rate Market or the Main Board of the JSE and will be cleared through the CSD which, as the operator of an electronic clearing system, has been appointed by the JSE to match, clear and facilitate the settlement of transactions concluded on the JSE. Each such issue of South African Securities will be issued, cleared and transferred in accordance with the Applicable Procedures and the Additional Terms and Conditions. Each such Series of South African Securities will be cleared and settled through CSD Participants who will comply with the electronic settlement procedures prescribed by the CSD and, in respect of listed South African Securities only, the JSE.

CSD Participants

The CSD maintains accounts only for CSD Participants. As at the Programme Date, the CSD Participants which are approved by the CSD, in terms of the rules of the CSD, to perform electronic settlement are Citibank N.A., South African Branch; Computershare Proprietary Limited; FirstRand Bank Limited; Nedbank Limited; Link Investor Services; Société Générale Johannesburg Branch; Standard Chartered Bank, Johannesburg Branch; The Standard Bank of South Africa Limited and the South African Reserve Bank. Euroclear and Clearstream will settle offshore transfers through their CSD Participant.

Beneficial Interests which are held by CSD Participants will be held directly through such CSD Participants, through the central securities accounts maintained by the CSD for such CSD Participants. Beneficial Interests which are held by clients of CSD Participants will be held indirectly through such CSD Participants, and such CSD Participants will hold such Beneficial Interests, on behalf of such clients, through the securities accounts maintained by such CSD Participants for their clients. The clients of CSD Participants may include the holders of Beneficial Interests or their custodians.

The clients of CSD Participants, as the holders of Beneficial Interests or as custodians for such Holders, may exercise their rights in respect of the South African Securities held by them in the CSD only through their CSD Participants. Euroclear and Clearstream, Luxembourg may hold South African Securities through their CSD Participant.

Settlement and clearing

CSD Participants will be responsible for the settlement and payment transfers through the CSD, the JSE and the South African Reserve Bank.

Subject to applicable laws, title to Beneficial Interests held by clients of CSD Participants will be freely transferable and will pass on transfer thereof by electronic book entry in the securities accounts of the clients with the CSD Participants. Subject to applicable laws, title to Beneficial Interests held by CSD Participants will be freely transferable and will pass on transfer thereof by electronic book entry in the CSD Participants' central securities accounts with the CSD. Beneficial Interests may be transferred only in accordance with the Applicable Procedures.

Beneficial Interests may be exchanged for South African Securities represented by Individual Certificates in accordance with Condition 3.3.3 (*Exchange of Beneficial Interests for an Individual Certificate*) of these Additional Terms and Conditions.

Where a Series of South African Securities is held in its entirety in the CSD, the relevant CSD Participant will be named in the South African Register as the sole Holder of the South African Securities and, accordingly, all amounts to be paid and all rights to be exercised in respect of such South African Securities will be paid to and may be exercised only by the relevant CSD Participant for the holders of Beneficial Interests in such South African Securities.

While any South African Securities are held in the CSD, each person shown in the records of the relevant CSD Participant as the holder of a Beneficial Interest in such South African Securities (in which regard any certificate or other document issued by the CSD or the relevant CSD Participant, as the case may be, as to the amount of such South African Securities standing to the account of such person shall be *prima facie* proof of such Beneficial Interest) shall, subject to the Additional Terms and Conditions, be treated by the relevant Issuer, the South African Paying Agent, the South African Transfer Agent and the relevant CSD Participant as the Holder of such South African Securities for all purposes, other than with respect to the payment of all amounts (whether in respect of principal, interest or otherwise) due and payable in respect of such South African Securities, in which case the relevant CSD Participant (as the registered Holder of such South African Securities named in the South African Register) shall be treated by the relevant Issuer, the South African Paying Agent, the South African Transfer Agent and the CSD as the Holder of such South African Securities in accordance with and subject to the Additional Terms and Conditions.

None of the Issuers or the South African Paying Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, Beneficial Interests or for maintaining, supervising or reviewing any records relating to Beneficial Interests. Holders of Beneficial Interests vote in accordance with the relevant Applicable Procedures.

JSE Guarantee Fund and BESA Guarantee Fund Trust

The JSE Guarantee Fund was established and operated by the JSE as a separate guarantee fund, in terms of the rules of the JSE, as required by sections 8(1)(h) and 17(2)(w) of the South African Financial Markets Act or such other fund of any successor exchange, as the case may be. The BESA Guarantee Fund Trust is also operated by the JSE as a separate guarantee fund in accordance with the listing requirements of sections 8(1)(h) and 17(2)(w) of the South African Financial Markets Act or such other fund of any successor exchange, as the case may be.

Holders of South African Securities listed on the Interest Rate Market of the JSE will have recourse against the BESA Guarantee Fund Trust only if such South African Securities are traded by or through members of the JSE (in accordance with the Applicable Procedures) via the CSD electronic settlement system.

Claims against the JSE Guarantee Fund may only be made in respect of the trading of South African Securities which are listed on the JSE (other than on the separate platform or sub-market of the JSE designated as the *Interest Rates Market*) and in accordance with the rules of the JSE Guarantee Fund and can in no way relate to a default by any Issuer of obligations in terms of the issue of South African Securities by that Issuer. The holders of South African Securities that are not listed on the JSE will have no recourse against the JSE or the JSE Guarantee Fund.

SOUTH AFRICAN TAXATION

Capitalised terms used in this section entitled South African Taxation shall bear the same meanings as used in the Base Prospectuses, except to the extent that they are separately defined in this JSE Placement Document or this is clearly inappropriate from the context.

Each of the Issuers and the Guarantor makes no representation and gives no warranty or undertaking, express or implied, and accepts no responsibility for the accuracy or completeness of the information contained in this section.

The comments below are intended as a general guide to the relevant tax laws of South Africa as at the Programme Date. The contents of this section headed "South African Taxation" do not constitute tax advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any South African Securities. Prospective subscribers for or purchasers of any South African Securities should consult their professional advisers in this regard.

Securities Transfer Tax (STT)

No STT is payable on the issue or transfer of South African Securities under the Securities Transfer Tax Act, 2007, because they do not constitute securities for the purposes of that Act.

Value-Added Tax (VAT)

No VAT is payable on the issue or transfer of South African Securities. South African Securities constitute "*debt securities*" as defined in section 2(2)(iii) of the South African Value-Added Tax Act, No. 89 of 1991 (the **VAT Act**). The issue, allotment, drawing, acceptance, endorsement or transfer of ownership of a debt security is a "*financial service*", which is exempt from VAT in terms of section 12(a) of that Act.

The issuing or transferring of any "*derivative*" (defined in section 2(2)(iiiA) of the VAT Act as a derivative as defined in International Accounting Standard 39 of the International Accounting Standards issued by the International Accounting Standards Board) or option also constitutes a "*financial service*", which is exempt from VAT in terms of section 12(a) of that Act. However, where a supply of the goods or services underlying a "*derivative*" or option takes place, that supply shall be deemed to be a separate supply of goods or services at the open market value thereof. If the underlying goods or services supplied are themselves a "*financial service*" (such as shares) the supply is exempt from VAT as indicated above. If the supply of the underlying goods or services is not specifically exempt, it will either be subject to VAT at the standard rate (currently 14%) or the zero rated (i.e. 0%).

Holders of the South African Securities are advised to consult their own professional advisers as to whether the South African Securities will constitute "*debt securities*", "*derivatives*" or options under the VAT Act and to confirm the appropriate VAT treatment for the instruments in question.

Commissions, fees or similar charges raised for the facilitation of "*financial services*" will be subject to VAT at the standard rate, except where the recipient is a non-resident as contemplated below.

Services (including exempt financial services) rendered to non-residents who are not in South Africa when the services are rendered, are subject to VAT at the zero rate in terms of section 11(2)(l) of the South African Value-Added Tax Act, 1991.

Income Tax

Under current South African tax laws, a "*resident*" (as defined in section 1 of the Income Tax Act, 1962 (the **Income Tax Act**)) is subject to income tax on his/her worldwide income. Accordingly, all Holders of South African Securities who are "*residents*" of South Africa will generally be liable to pay income tax, subject to available deductions, allowances and exemptions, on any amount (including income in the form of interest) earned pursuant to the South African Securities.

However, because the South African Securities may constitute a wide variety of instruments subject to different terms, it may be possible for an amount earned pursuant to the South African Securities to be capital in nature and not "interest" or revenue in nature, and therefore subject to capital gains tax instead of income tax. The terms of the instrument, and the statutory and/or common law rules and principles that determine whether an amount is "*interest*" or revenue, or capital in nature, will need to be considered. Holders of the South African Securities are advised to consult their own professional advisers as to the nature of any amount earned pursuant to the South African Securities, and whether any such amount will be "*interest*" or revenue, or capital in nature.

Non-residents of South Africa are subject to income tax on all income (i.e. amounts that are revenue in nature) derived from a South African source (subject to domestic exemptions such as those for interest income, mentioned below, or relief in terms of any applicable double taxation treaties). Depending on the nature of the amount, different domestic rules regarding the determination of source will be applicable. (Regarding the treatment of amounts earned by non-residents of South Africa that are capital in nature, see "*Capital Gains Tax*" below.)

Assuming that an amount earned pursuant to the South African Securities will constitute "*interest*" for non-resident Holders of the South African Securities (see "*Definition of Interest*" below), interest income is deemed to be from a South African source if that amount:

(a) is incurred by a person that is a South African tax resident, unless the interest is attributable to a foreign permanent establishment of that resident; or

(b) is derived from the utilisation or application in South Africa by any person of any funds or credit obtained in terms of any form of "*interest-bearing arrangement*".

The South African Securities should constitute an "*interest-bearing arrangement*", on the assumption that the amount earned pursuant to the South African Securities will constitute "*interest*" (see "*Definition of Interest*" below). The Issuers are not tax resident in South Africa as at the Programme Date. Accordingly, unless the amounts raised by the Issuers from issuing the South African Securities are utilized or applied in South Africa by the Issuers or any person, any interest paid to the Holders of the South African Securities will not be deemed to be from a South African source and will not be subject to South African income tax. If the amounts raised by the Issuers are utilized or applied in South Africa, any interest paid to non-resident Holders of the South African Securities will be deemed to be from a South African source and subject to South African income tax, unless such income is exempt under section 10(1)(h) of the Income Tax Act (see below).

Under section 10(1)(h) of the Income Tax Act, any amount of interest received by or accruing to a Holder of South African Securities who, or which, is not a resident of South Africa during any year of assessment is exempt from income tax, unless:

(a) that person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve month period preceding the date on which the interest is received by, or accrues to, that person; or

(b) the debt from which the interest arises is effectively connected to a permanent establishment of that person in South Africa.

If a non-resident Holder of South African Securities does not qualify for the exemption under section 10(1)(h) of the Income Tax Act, an exemption from, or reduction of any South African income tax liability may be available under an applicable double taxation treaty. Furthermore, certain entities may be exempt from South African tax.

Purchasers are advised to consult their own professional advisers as to whether any interest or other form of income earned on the South African Securities will be exempt under section 10(1)(h) of the Income Tax Act or under an applicable double taxation treaty.

Under section 24J of the Income Tax Act, any discount or premium to the Nominal Amount of South African Securities is treated as part of any interest income on the South African Securities. Interest income which accrues (or is deemed to accrue) to a Holder of South African Securities is deemed, in accordance with section 24J of the Income Tax Act, to accrue on a day to-day basis until that Holder disposes of the South African Securities or until maturity. This day-to-day basis accrual is determined by calculating the yield to maturity (as defined in section 24J of the Income Tax Act) and applying this rate to the capital involved for the relevant tax period. The premium or discount is treated as interest for the purposes of the exemption under section 10(1)(h) of the Income Tax Act (see above).

Section 24JB deals with the fair value taxation of financial instruments for certain types of taxpayers ("*covered persons*"). Holders of South African Securities should seek advice as to whether these provisions may apply to them.

However, because the South African Securities could constitute a wide variety of instruments subject to different terms, it may also be possible that an amount earned pursuant to the South African Securities will not constitute "*interest*". Holders of the South African Securities are advised to consult their own professional advisers as to whether any amount earned pursuant to the South African Securities will constitute "*interest*", and what the appropriate tax treatment will be for any amounts earned pursuant to the instrument in question.

To the extent the disposal of the South African Securities gives rise to a gain or a loss, the normal principles are to be applied in determining whether such gain or loss should be subject to income tax in terms of the Income Tax Act.

Capital Gains Tax

Capital gains and losses of residents of South Africa on the disposal of South African Securities are subject to capital gains tax. Any discount or premium on acquisition which has already been treated as interest for income tax purposes, under section 24J of the Income Tax Act will not be taken into account when determining any capital gain or loss. Under section 24J(4A) of the Income Tax Act a loss on disposal will, to the extent that it has previously been included in the taxable income of the Holder (as interest), be allowed as a deduction from the taxable income of the Holder when it is incurred and accordingly will not give rise to a capital loss.

Capital gains tax under the Eighth Schedule to the Income Tax Act will only be levied in relation to South African Securities held by a non- resident of South Africa if the South African Securities are disposed of, and are attributable to a permanent establishment of that non-resident through which a trade is carried on in South Africa during the relevant year of assessment.

Purchasers are advised to consult their own professional advisers as to whether a disposal of South African Securities will result in a liability to capital gains tax.

In terms of the Draft Rates and Monetary Amounts and Amendment of Revenue Laws Bill (the **Draft Rates Bill**), published on 24 February 2016 concurrently with the 2016 Budget Speech, the inclusion rates for capital gains for individuals and companies will be increased from 33.3% to 40% and from 66.6% to 80%, respectively. This will raise the maximum effective capital gains tax rate for individuals from 13.7% to 16.4%, and for companies from 18.6% to 22.4%. The effective capital gains tax rate for trusts will also increase from 27.3% to 32.8%. Assuming that the Draft Rates Bill is passed into law (which is highly likely), these new rates will become effective for years of assessment beginning on or after 1 March 2016, applying in respect of disposals that are made on or after that date.

Withholding Tax

A final withholding tax on interest which is levied at the rate of 15% applies to payments of interest from a South African source to foreign persons (i.e. non-residents), which are paid or become due and payable. Certain exemptions are available in the relevant legislation for this withholding tax. South Africa is also a party to double taxation treaties that may provide full or partial relief from the withholding tax on interest, provided that certain requirements are met.

The withholding tax will only apply to the extent that any amount payable on the South African Securities firstly constitutes "*interest*" under South African law, and secondly is deemed to be from a South African source. If these requirements are met then, because the Issuers are not tax resident in South Africa, the withholding tax should not be applicable except to the extent that the amounts raised by any of the Issuers from issuing the South African Securities are utilized or applied in South Africa by the Issuers or any person (see "*Income Tax*" above).

If the amounts raised by the Issuers are utilized or applied in South Africa, the interest paid to any non-resident Security holders (i.e. foreign persons) will be from a South African source and subject to the withholding tax.

The available exemptions from the withholding tax apply in respect of the instrument giving rise to the interest, to the foreign person receiving the interest, or to the person liable for the interest (i.e. the Issuers).

Regarding the exemptions applicable in respect of the instrument, an amount of interest is exempt if it is paid to a foreign person in terms of "*listed debt*", being debt listed on a "*recognised exchange*", as defined in terms of paragraph 1 of the Eighth Schedule to the Income Tax Act. To the extent that the South African Securities remain listed on a recognised exchange (and to the extent that that exchange remains a recognised exchange), any interest paid to a foreign person in respect of the South African Securities will be exempt from the withholding tax on interest.

If the South African Securities are not listed on a recognised exchange, then any interest paid to a foreign person will not be exempt from the withholding tax on interest unless another exemption is applicable.

Regarding the exemptions applicable in respect of a foreign person receiving the interest, an amount of interest is exempt if–

(a) that foreign person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve month period preceding the date on which the interest is paid;

(b) the debt claim in respect of which that interest is paid is effectively connected with a permanent establishment of that foreign person in South Africa, if that foreign person is registered as a taxpayer in terms of Chapter 3 of the Tax Administration Act, 2011; and

(c) The foreign person submits a declaration confirming their exemption to the person liable for the payment of the interest before payment of the interest is made.

If a foreign person does not qualify for the above exemption, then any interest paid to that foreign person will not be exempt from the withholding tax on interest unless another exemption is applicable.

If the exemptions in respect of listed debt and foreign persons above are not applicable, then any interest that is deemed to be from a South African source (see above) and is paid to a foreign person will not be exempt from the withholding tax.

Holders of the South African Securities are advised to consult their own professional advisers as to whether any amount earned pursuant to the South African Securities will constitute "*interest*" and, if so, whether any amounts of interest earned pursuant to the instrument in question will be subject to the final withholding tax on interest.

Definition of Interest

The references to "*interest*" above mean "*interest*" as understood in South African tax law. The statements above do not take any account of any different definitions of "*interest*" or "*principal*" which may prevail under any other law or which may be created by the Additional Terms and Conditions of the South African Securities or any related documentation.

SOUTH AFRICAN EXCHANGE CONTROL

Capitalised terms used in this section entitled South African Exchange Control shall bear the same meanings as used in the Base Prospectuses, except to the extent that they are separately defined in this JSE Placement Document or this is clearly inappropriate from the context.

Each of the Issuers makes no representation and gives no warranty or undertaking, express or implied, and accepts no responsibility for the accuracy or completeness of the information contained in this section.

The information below is not intended as advice and it does not purport to describe all of the considerations that may be relevant to a prospective purchaser of, or subscriber for, South African Securities. Prospective purchasers of, or subscribers for, South African Securities who are non-South African residents or who are emigrants from the Common Monetary Area (as defined below) should obtain further professional advice in regard to the purchase of, or subscription for, South African Securities.

Emigrant Blocked Rand

Blocked Rand means those funds which, in terms of the South African Exchange Control Regulations, may not be remitted out of South Africa or paid into a non-South African resident's bank account and may not be used for the purchase of, or subscription for, South African Securities.

Emigrants from the Common Monetary Area

In the event that a Beneficial Interest in South African Securities is held by an emigrant from the Common Monetary Area through the CSD and the emigrant's CSD Participant, the securities account of such emigrant will be designated as a "*non-resident*" account. Any Individual Certificates issued to Holders will be restrictively endorsed *"non-resident"*. Such restrictively endorsed Individual Certificates shall be deposited with an authorised foreign exchange dealer controlling such emigrant's blocked assets.

Any payments of interest or principal due to an emigrant Holder in respect of South African Securities will be deposited into such emigrant's Blocked Rand account with the authorised foreign exchange dealer controlling such blocked assets. These amounts are not freely transferable from the Common Monetary Area and may only be dealt with in terms of the Exchange Control Regulations.

Non-residents of the Common Monetary Area

Any Individual Certificate issued to Holders who are not resident in the Common Monetary Area will be endorsed *non-resident*. In the event that a Beneficial Interest in South African Securities is held by a non-resident of the Common Monetary Area through the CSD and the non-resident's CSD Participant, the securities account of such Holder will be designated as a *non-resident* account.

It will be incumbent on any such non-resident to instruct the non-resident's nominated authorised foreign exchange dealer as to how any funds due to such non-resident in respect of South African Securities are to be dealt with. Such funds may, in terms of the Exchange Control Regulations, be remitted abroad only if the relevant Securities are acquired with foreign currency introduced into South Africa or Rand from a non-resident Rand account and provided that the relevant Individual Certificates or the relevant securities account, as the case may be, is designated *non-resident*.

Inward Listing

Save as disclosed in the relevant Pricing Supplement, the issue and listing of the South African Securities may be an approved inward listing. In which case, South African institutional investors may invest in such South African Securities listed on the JSE, using the permissible foreign investment allowances where such South African Securities reference foreign assets or are issued by foreign entities.

South African corporates, trusts, partnerships and private individuals may invest in approved inward listed Securities without restriction.

Common Monetary Area means South Africa, Lesotho, Namibia and Swaziland.

GENERAL INFORMATION

Capitalised terms used in this section entitled General Information shall bear the same meanings as used in the Base Prospectus, except to the extent that they are separately defined in this JSE Placement Document or is clearly inappropriate from the context.

Authorisation

All consents, approvals, authorisations or other orders of all regulatory authorities required by each of the Issuers and the Guarantor, including under the laws of South Africa, where applicable, have been given in respect of the Programme, the execution of this JSE Placement Document, and the issue of South African Securities under the Programme pursuant to the Base Prospectuses (as read with this JSE Placement Document, the South African Agency Agreement and the relevant Pricing Supplement).

All consents, approvals, authorisations or other orders of all regulatory authorities required by each of the Issuers under the laws of South Africa have been given, or will have been given for such Issuer to enter into and to perform their obligations under the Additional Terms and Conditions.

The update of the Programme and the issue of Securities under the Programme were approved by resolutions of the Board of Directors of BNPP B.V. dated 31 May 2016. No authorisation procedures are required of BNPP by French law for the update of the Programme or the giving of guarantees. The issue of Warrants and Certificates issued by BNPP under the Programme is authorised pursuant to the Board resolution dated 2 May 2016.

Approval and Listing

The Programme and this JSE Placement Document were approved by the JSE, with effect from the Programme Date. The fact that the JSE has or will approve the listing of Notes, Warrants or Certificates under the Programme pursuant to the Base Prospectuses read together with this JSE Placement Document, the South African Agency Agreement and the relevant Pricing Supplement relating to an issue of Notes, Warrants or Certificates is not to be taken in any way as an indication of the merits of the Issuer or of the Notes, Warrants or Certificates. South African Securities issued pursuant to the JSE Placement Document and the relevant Pricing Supplement, may be listed on the Interest Rate Market or the Main Board of the JSE, as the case may be.

Commercial Paper Regulations

Each issue of South African Securities under the Programme, pursuant to the Base Prospectuses (as read with this JSE Placement Document, the South African Agency Agreement and the relevant Pricing Supplement), must comply with the Commercial Paper Regulations save for an issue by the South African Branch. Where, in relation to the issue of any such issue of South African Securities by BNPP B.V., this JSE Placement Document and/or the relevant Pricing Supplement is distributed and/or made available for inspection in South Africa, a copy of BNPP B.V.'s latest audited financial statements will at all times separately accompany this JSE Placement Document and/or the relevant Pricing Supplement, as required by the Commercial Paper Regulations.

Corporate Governance

The King III guidelines on corporate governance (the **King III Code**) apply to entities incorporated and resident in South Africa. BNPP B.V. and BNPP are incorporated in the Netherlands and France respectively, and these entities therefore do not comply with the King III Code. The South African Branch is incorporated in South Africa as an external company and therefore does not comply with the King III Code.

Company Secretary

None of the Issuers are required to have a company secretary as this term is contemplated in the South African Companies Act (including the South African Branch which is only registered as an external company in South Africa). Both BNPP and BNPP B.V. are not required to appoint a company secretary under their respective laws of incorporation. BNPP applies the recommendations of the Corporate Governance Code for Listed Companies (revised in November 2015) published by the French employers' organisation Association Française des Entreprises Privées (Afep) and Mouvement des Entreprises de France (Medef) on a voluntary basis.

Material Change

As at the Programme Date, and after due and careful inquiry, there has been no material change in the financial or trading position of BNPP B.V. and BNPP (and their respective subsidiaries) since 31 December 2015 (being the end of the last financial period for which BNPP B.V. and BNPP's audited financial statements have been published). As at the Programme Date, there has been no involvement by Deloitte & Associés, PricewaterhouseCoopers, Mazars or Mazars Paardekooper Hoffman Accountants N.V. in making the aforementioned statement.

Litigation

Save as disclosed on pages 158, 211, 212 and 411 of the BNPP 2015 Registration Document, there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened, of which BNPP is aware) during the period covering at least the 12 months prior to the date of the Base Prospectuses which may have, or have had in the recent past, a material effect on any of the Issuers and/or the BNP Paribas group's financial position or profitability.

Ratings

The inward listed Programme and/or a Tranche of South African Securities, as the case may be, may, on or before the Issue Date, be rated by an accredited rating agency on a national scale or international scale basis. The rating assigned to the Programme, and/or a Tranche of Notes, as the case may be, as well as the rating agency(ies) which assigned such rating(s), will be specified in the relevant Pricing Supplement. Unrated Tranches of South African Securities will also be issued.

A rating is not a recommendation to subscribe for, buy, sell or hold South African Securities and may be subject to revision, suspension or withdrawal at any time by the rating agency. Any adverse change in the rating of the Programme and/or a Tranche of Notes, as the case may be, could adversely affect the trading price of all or any of the South African Securities. Any amendment in the rating of the Programme and/or a Tranche of South African Securities, as the case may be, after the Programme Date, will be announced on SENS.

Auditors

BNPP

The statutory auditors (*Commissaires aux comptes*) of BNPP as Issuer and the Guarantor are currently the following:

Deloitte & Associés was appointed as Statutory Auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting to be called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 23 May 2006.

PricewaterhouseCoopers Audit was appointed as Statutory Auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting to be called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 26 May 1994.

Mazars was appointed as Statutory Auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting to be called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 23 May 2000.

Deloitte & Associés, PricewaterhouseCoopers Audit and Mazars are registered as Statutory Auditors with the Versailles Regional Association of Statutory Auditors under the authority of the French National Accounting Oversight Board (*Haut Conseil du Commissariat aux Comptes*).

The statutory auditors have audited the consolidated financial statements of BNPP as of and for the years ended 31 December 2013, 2014 and 2015 and issued an unqualified opinion thereto.

The postal and physical addresses of the statutory auditors of BNP Paribas are as follows:

(i) PricewaterhouseCoopers Audit, 63, rue de Villiers, 92208 Neuilly-Sur-Seine Cedex, France;

(ii) Deloitte & Associés, 185, avenue Charles de Gaulle, 92524 Neuilly-sur-Seine, Cedex, France; and

(iii) Mazars, 61, rue Henri-Regnault, 92400, Courbevoie, France.

BNPP B.V.

In June 2012 Mazars Paardekooper Hoffman Accountants N.V. were appointed as the auditors of BNPP B.V. Mazars Paardekooper Hoffman Accountants N.V. are independent public accountants in The Netherlands registered with NBA (*Nederlandse Beroepsorganisatie van Accountants*).

The financial statements of BNPP B.V. for the years ended 31 December 2013, 2014 and 2015 have been audited without qualification by Mazars Paardekooper Hoffman Accountants N.V.

The physical address of Mazars Paardekooper Hoffman Accountants N.V. is Delflandlaan 1, 1062 EA Amsterdam and their postal address is Mazars Towers, Delflandlaan 1, P.O. Box 7266, 1007 JG Amsterdam.

The South African Branch

PricewaterhouseCoopers Incorporated have been appointed as the independent auditor of the South African Branch.

The financial statements of the South African Branch for the years ended 31 December 2013, 2014 and 2015 have been audited without qualification by PricewaterhouseCoopers Incorporated.

The physical and postal addresses of PricewaterhouseCoopers Incorporated is Two Elgin road, Sunninghill, 2157, South Africa and its postal address is Private Bag X36, Sunninghill, 2157, South Africa.

SCHEDULE 1

FORM OF PRICING SUPPLEMENT (NOTES)

[FORM OF] PRICING SUPPLEMENT FOR NOTES

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Notes issued under the Programme.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF NOTES DESCRIBED BELOW.

PRICING SUPPLEMENT DATED [●]

[BNP Paribas Arbitrage Issuance B.V.

(incorporated in The Netherlands)

(as Issuer)]

[BNP Paribas

(incorporated in France)

(as Guarantor)]

]

(Note, Warrant and Certificate Programme)

[insert title of Securities]

Series: [ ]

ISIN: [ ]

[BNP Paribas Arbitrage S.N.C.

(as Manager)]

ISSUANCE OF SOUTH AFRICAN SECURITIES BY BNP PARIBAS ARBITRAGE ISSUANCE B.V. UNDER THE NOTE, WARRANT AND CERTIFICATE PROGRAMME (THE "PROGRAMME") HAS BEEN APPROVED BY JSE LIMITED ("JSE"), A LICENSED FINANCIAL EXCHANGE IN TERMS OF THE SOUTH AFRICAN FINANCIAL MARKETS ACT, 2012 ON [ ].

[(*Insert any specific additional risk factors, if appropriate*)]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth under the section[s] entitled "Terms and Conditions of the Notes" [and Annex 1 – Additional Terms and Conditions for Payouts, Annex 2 - Additional Terms and Conditions for Index Securities, Annex 3 – Additional Terms and Conditions for Share Securities, Annex 4 – Additional Terms and Conditions for ETI Securities, Annex 5 – Additional Terms and Conditions for Debt Securities, Annex 6 – Additional Terms and Conditions for Commodity Securities, Annex 7 – Additional Terms and Conditions for Inflation Index Securities, Annex 8 – Additional Terms and Conditions for Currency Securities, Annex 9 – Additional Terms and Conditions for Fund Securities, Annex 10 – Additional Terms and Conditions for Futures Securities, Annex 11 – Additional Terms and Conditions for Underlying Interest Rate Securities and Annex 12 - Additional Terms and Conditions for Credit Securities and Annex 13 – Additional Terms and Conditions for Secured Securties] in the Base Prospectus in respect of the Notes dated 9 June 2016 and any Supplement(s) thereto approved and published on or before the date of this Pricing Supplement (copies of which are available as described below) which together constitute a base prospectus (the "**Base Prospectus**") read together with the placement document, dated 1 September 2016 (the "**JSE Placement Document**"), prepared by the Issuers for purposes of listing South African Securities on the Interest Rate Market or the Main Board of the JSE Limited (the "**JSE**"). This document constitutes the Pricing Supplement of the Notes described herein, and must be read in conjunction with the Base Prospectus as supplemented by the JSE Placement Document. Full information on the Issuer[, the Guarantor] and the Notes is only available on the basis of the combination of this Pricing Supplement, and the Base Prospectus as supplemented by the JSE Placement Document. [The Base Prospectus [and any Supplement(s) to the Base Prospectus] [and this Pricing Supplement] [is/are] available for viewing at [address] [and] [website] and copies may be obtained free of charge at the specified offices of the [South African Transfer Agent].] A copy of this Pricing Supplement and the Base Prospectus will be sent free of charge by the Issuer to any investor requesting such documents.]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth under the section[s] entitled "Terms and Conditions of the Notes" [and Annex 1 – Additional Terms and Conditions for Payouts, Annex 2 - Additional Terms and Conditions for Index Securities, Annex 3 – Additional Terms and Conditions for Share Securities, Annex 4 – Additional Terms and Conditions for ETI Securities, Annex 5 – Additional Terms and Conditions for Debt Securities, Annex 6 – Additional Terms and Conditions for Commodity Securities, Annex 7 – Additional Terms and Conditions for Inflation Index Securities, Annex 8 – Additional Terms and Conditions for Currency Securities, Annex 9 – Additional Terms and Conditions for Fund Securities, Annex 10 –Additional Terms and Conditions for Futures Securities, Annex 11 – Additional Terms and Conditions for Underlying Interest Rate Securities, Annex 12 - Additional Terms and Conditions for Credit Securities and Annex 13 – Additional Terms and Conditions for Secured Securities] in the Base Prospectus dated [*original date*] [and the Supplement[s] to it dated [●]] which are incorporated by reference in the Base Prospectus dated [*current date*] 2016. This document constitutes the Pricing Supplement of the Notes described herein, and must be read in conjunction with the Base Prospectus in respect of the Notes dated [*current date*] and any Supplement(s) thereto approved and published on or before the date of this Pricing Supplement (copies of which are available as described below) which together constitute a base prospectus (the "Base Prospectus"), including the Conditions incorporated by reference in the Base Prospectus read together with the placement document, dated 1 September 2016 2016 (the "**JSE Placement Document**"), prepared by the Issuers for purposes of listing South African Securities on the Interest Rate Market or the Main Board of the JSE Limited (the "**JSE**"). Full information on the Issuer[, the Guarantor] and the Notes is only available on the basis of the combination of this Pricing Supplement, and the Base Prospectus as supplemented by the JSE Placement Document. [The Base Prospectus [and any Supplement(s) to the Base Prospectus] [and this Pricing

Supplement] [is/are] available for viewing at [address] [and] [website] and copies may be obtained free of charge at the specified offices of the [South African Transfer Agent].]. A copy of this Pricing Supplement and the Base Prospectus will be sent free of charge by the Issuer to any investor requesting such documents.]

[*Include whichever of the following apply or specify as "Not applicable" (N/A). Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or sub-paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms. However, such numbering may change where individual paragraphs or sub-paragraphs are removed.*]

1.	[(i)]	Issuer:	[BNP Paribas Arbitrage Issuance B.V.]
	[(ii)	[Guarantor:	[BNP Paribas] (*only if BNPP B.V. acts as Issuer)*
2.	Trade Date		[*specify*] [Not applicable]
3.	(i)	Series Number:	[●]
	(ii)	Tranche Number:	[●] (*If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible*)
4.	(i)	Specified Currency:	[●]
	(ii)	Settlement Currency	[●]
		Specified Exchange Rate:	[*specify set exchange rate*]/[Not applicable] (N.B. Specified Exchange Rate should be completed if the exchange rate is set up-front).
		Settlement Currency Exchange Rate:	[Not applicable]/[the exchange rate at [*specify time*], expressed as the amount of [*specify currency*] for which one [*specify currency unit*] may be exchanged by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent)]/[the exchange rate obtained by multiplying (i) [*specify first exchange rate*] and (ii) [*specify second exchange rate*], with [*specify first exchange rate*] expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent) at [*specify time*] and [*specify second exchange rate*] expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent) at [*specify time*]]
		Settlement Currency Exchange Rate Observation Date:	[●] Business Days (*Settlement Currency Exchange Rate Provisions not required if the Specified Currency and the Settlement Currency are the same*).

		Reference Jurisdiction:	[*specify*]
5.	Aggregate Nominal Amount:		
	(i)	Series:	[●]
	(ii)	Tranche:	[●]
6.	Issue Price of Tranche:		[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*in the case of fungible issues only if applicable*)] [which will be payable in the Settlement Currency at the Settlement Currency equivalent of such amount determined by reference to the Initial FX Rate. Where: "**Initial FX Rate**" means [*specify*]/ [the exchange rate at [*specify time*] on the [[●] Business Day prior to the Issue Date], expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent), provided that if such source is not available, any such rate of exchange may be determined by the Calculation Agent [by reference to such sources as it considers to be appropriate acting in good faith and in a commercially reasonable manner]/[the exchange rate obtained by multiplying (i) [*specify first exchange rate*] and (ii) [*specify second exchange rate*], with [*specify first exchange rate*] expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent) at [*specify date/time*] and [*specify second exchange rate*] expressed as the amount of [*specify currency*] for which one [*specify currency*] may be exchanged determined by the Calculation Agent by reference to [*specify source*] (or any successor [page] thereto, as determined by the Calculation Agent) at [*specify date/time*] provided that if any such source is not available, any such rate of exchange may be determined by the Calculation Agent [by reference to such sources as it considers to be appropriate acting in good faith and in a commercially reasonable manner]
7.	Minimum Trading Size:		[*specify*]
8.	(i)	Specified Denominations:	[●] [●] *(Note – where multiple denominations above* [*€100,000*] *or equivalent are being used the following sample wording should be followed:*

			"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].") (*Note – for Main Board listings, Notes cannot have denominations exceeding ZAR10,000 per Note)*
	(ii)	Calculation Amount (Applicable to Notes in definitive form):	(*If only one Specified Denomination, insert the Specified Denomination*. *If more than one denomination, insert the highest common factor.* *Note: There must be a common factor in the case of two or more Specified Denominations.*)
9.	(i)	[Issue Date [and Interest Commencement Date]:]	[●]
	(ii)	[Interest Commencement Date (if different from the Issue Date):]	[●]
10.	Maturity Date:		[*Specify date*] [(the "Scheduled Maturity Date")] [or if that is not a Business Day the immediately [succeeding/preceding] Business Day [unless it would thereby fall into the next calendar month, in which event it will be brought forward to the immediately preceding Business Day]
11.	Form of Notes:		[Listed Notes issued in uncertificated form and held in the CSD/certificated form]
12.	[Last Day to Register:]		By 17h00 (Johannesburg time) on [•]
13.	[Books Closed Period:]		[The relevant South African Register will be closed from [•] to [•] and from [•] to [•] (all dates inclusive) in each [year] up to and including the Maturity Date/The 10 (ten) calendar days immediately succeeding the Last Day to Register]
14.	[Record Date:]		**[●]**
15.	[Last Day to Trade:]		**[●]**
16.	[Ex-Date:]		**[●]**
17.	[Finalisation Date:]		**[●]**
18.	[Declaration Date:]		**[●]**
19.	Interest Basis:		[[●] per cent. Fixed Rate][[LIBOR/EURIBOR] +/- [●] per cent. Floating Rate][Fixed Rate and Floating Rate][Zero Coupon][Index Linked Interest][Share Linked Interest][Inflation Linked Interest][Commodity Linked Interest][Fund Linked Interest][ETI Linked Interest][Currency Linked Interest][Hybrid Linked Interest][Underlying Interest Rate Linked Interest] [and Dual Currency Interest] [*If the Notes are Dual Currency Interest*

		Notes, another Interest Basis must always be specified.] [Debt Linked Interest] (further particulars specified below) [Non-interest bearing] Coupon Switch: [Applicable/Not applicable] [*If applicable insert relevant provisions from Conditions*]
20.	Coupon Switch:	[Applicable/Not applicable] [If applicable: [Coupon Switch Election: Applicable]/[Automatic Coupon Switch: Applicable [*insert relevant provisions from Conditions*]]
	Pre-Switch Coupon:	[*specify Interest Basis*] – [Fixed Rate]/[Floating Rate]/[Linked Interest: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon]/[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon]/[Nova Coupon]/[Sum Coupon]/[Option Max Coupon]/[FX Vanilla Coupon]/[FX Digital Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[FI Digital Coupon]/[Range Accrual Coupon]/[Combination Floater Coupon]/[PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon]] (see items [*specify*] below)
	Post-Switch Coupon:	[*specify Interest Basis*] – [Fixed Rate]/[Floating Rate]/[Linked Interest: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon]/[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon]/[Nova Coupon]/[Sum Coupon]/[Option Max Coupon]/[FX Vanilla Coupon]/[FX Digital Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[FI Digital Coupon]/[Range Accrual Coupon]/[Combination Floater Coupon]/[PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon]] [*Insert relevant provisions, replicating relevant prompts from items 28-43, as applicable, below*]
	Additional Switch Coupon:	[Applicable/Not applicable][*If applicable*: [*specify*] [Calculation Amount × [●]%]]
	Coupon Switch Date(s):	[*specify*]
21.	Redemption/Payment Basis:	[Redemption at par] [[*specify*] per cent. of nominal amount] [Index Linked Redemption][Share Linked Redemption][Inflation Linked Redemption][Commodity Linked Redemption][Fund Linked Redemption][Credit

Linked Redemption][ETI Linked Redemption][Foreign Exchange (FX) Rate Linked Redemption][Hybrid Redemption][Underlying Interest Rate Linked Redemption][Debt Linked Redemption][Partly Paid][Instalment][and Dual Currency Redemption][*If the Notes are Dual Currency Redemption Notes, another Redemption/Payment Basis must always be specified.*]

Payout Switch: [Applicable/Not applicable]

[Payout Switch Election: [Applicable/Not applicable]]

[*If applicable insert relevant provisions from Conditions*]

Unwind Costs: [Applicable]/[Not applicable]

[*Insert where BNP Paribas Arbitrage B.V. is the Issuer*: Waiver of Set-Off: Not applicable]

22. Put/Call Options: [Noteholder Put Option][Issuer Call Option][Not applicable]

[(further particulars specified below)]

23. Exchange Rate: [*insert rate of exchange and details of how and when such rate is to be ascertained*][Not applicable]

24. Strike Date: [*specify*]/[Not applicable]/[see item [●] above/below]

[Currency Convention: [As per Conditions]/[Modified Following Currency Convention]/[Preceding Currency Convention]] *(N.B. Only applicable to Currency Securities)*

25. Strike Price: [*specify*] / [see item [●] above] / [Not applicable]

26. Averaging: Averaging [applies/does not apply] to the Securities. [The Averaging Dates are [*specify*].] (*Not applicable to Inflation Index Securities*)

[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] (as defined in Condition 13) will apply.] *(N.B. Not applicable to Index Securities relating to a Custom Index or Commodity Securities*)

[In the event that an Averaging Date is a Disrupted Day, the provisions of Annex 2 will apply] (*N.B. Only applicable to Index Securities relating to a Custom Index*)

[Currency Convention: [As per Conditions]/[Modified Following Currency Convention]/[Preceding Currency Convention]] *(N.B. Only applicable to Currency Securities)*

27. Observation Dates: [specify]/[Not applicable]

[Currency Convention: [As per Conditions]/[Modified Following Currency Convention]/[Preceding Currency Convention]] *(N.B. Only applicable to Currency Securities)*

[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] (*N.B. Not applicable to Index Securities relating to a Custom Index or Commodity Securities*)

[In the event that an Observation Date is a Disrupted Day, the provisions of Annex 2 will apply] (*N.B. Only applicable to Index Securities relating to a Custom Index*)

[Observation Day Disruption Consequences are not applicable.]

28.	Observation Period:	[*specify*]/[Not applicable] (*Not applicable to Inflation Index Securities*)
29.	Additional Disruption Events:	[Applicable/Not applicable]/[[Change in Law/Hedging Disruption] does not apply to the Securities] [[Collateral Disruption]/[Increased Cost of Collateral Assets][1]]
30.	Optional Additional Disruption Events:	[Not applicable]/[The following Optional Additional Disruption Events apply to the Securities:

(*Specify each of the following which applies. N.B. Optional Additional Disruption Events are applicable to certain Index Securities, Share Securities, ETI Securities and Commodity Securities. Careful consideration should be given to whether Optional Additional Disruption Events would apply for Debt Securities, Currency Securities and Fund Securities and, if so, the relevant definitions will require amendment.*)

[Increased Cost of Hedging]
[Increased Cost of Stock Borrow]
[Insolvency Filing]
(*N.B. Only applicable in the case of Share Securities*)
[Cancellation Event]
(*N.B. Only applicable in the case of Debt Securities*)
[Loss of Stock Borrow]
[[Stop-Loss Event]
[Stop-Loss Event Percentage: [5] per cent.]]
[Currency Event]
[Force Majeure Event]
[Jurisdiction Event]
[Hedging Party Default]
[The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant Share/Security*] is [●].
(*N.B. Only applicable if Loss of Stock Borrow is applicable*)]
[The Initial Stock Loan rate in respect of [*specify in relation to each relevant Share/Security*] is [●].
(*N.B. Only applicable if Increased Cost of Stock Borrow is applicable*)]

Delayed Redemption on Occurrence of an Additional Disruption Event and/or Optional Additional Disruption

[1] Specify these events as not applicable where Part A, B or C of Annex 13 applies and these events are to be disapplied.

Event: [Applicable/Not applicable]

[if applicable:

Principal Protected Termination Amount: [Applicable/Not applicable]

[*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Specified Denomination]]

31. Knock-in Event[2]: [Applicable/Not applicable]

[If applicable:

[*specify*]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) SPS Knock-in Valuation: [Applicable/Not applicable]

[*If applicable insert relevant provisions from Conditions*]

[*If SPS Knock-in Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-in Valuation is applicable.*]

[*If FX Knock-in Valuation is applicable, insert relevant provisions from Conditions*]

[FX Coupon Performance: [Applicable/Not applicable]]

[Performance Value: [Applicable/Not applicable]]

(ii) Level: [Official level]/Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]] [Not applicable]

(iii) Knock-in Level/Knock-in Range Level: [*specify*] [FX Knock-in Level]

[*If FX Knock-in Level is specified, insert relevant provisions from Conditions.*]

(iv) Knock-in Period Beginning Date: [*specify*]

(v) Knock-in Period Beginning Date Day Convention: [Applicable/Not applicable]

(vi) Knock-in Determination Period: [*specify*]/[See definition in Condition 11.7]

(vii) Knock-in Determination Day(s): [*specify*]/[Each [Scheduled Trading Day/Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business Day/Business Day] in the Knock-in Determination

[2] Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

			Period]
	(viii)	Knock-in Period Ending Date:	[*specify*]
	(ix)	Knock-in Period Ending Date Day Convention:	[Applicable/Not applicable]
	(x)	Knock-in Valuation Time:	[*specify*/See definition in Condition 11.7]/[Valuation Time]/[Any time on a Knock-in Determination Day]/Not applicable]
	(xi)	Knock-in Observation Price Source:	[*specify*]
	(xii)	Disruption Consequences:	[*Applicable/Not applicable*]
32.	Knock-out Event[3]:		[Applicable/Not applicable] [If applicable: [*specify*]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	SPS Knock-out Valuation:	[Applicable/Not applicable] [*If applicable insert relevant provisions from Conditions*] [*If SPS Knock-out Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-out Valuation is applicable.*] [*If FX Knock-out Valuation is applicable, insert relevant provisions from Conditions*]. [FX Coupon Performance: [Applicable/Not applicable]] [Performance Value: [Applicable/Not applicable]]
	(ii)	Level:	[Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level] [Not applicable]
	(iii)	Knock-out Level /Knock-out Range Level:	[*specify*] [FX Knock-out Level] [*If FX Knock-out Level is specified, insert relevant provisions from Conditions*]
	(iv)	Knock-out Period Beginning Date:	[*specify*]
	(v)	Knock-out Period Beginning Date Day Convention:	[Applicable/Not applicable]
	(vi)	Knock-out Determination	[*specify*]/[See definition in Condition 11.7]

3 Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

		Period:	
	(vii)	Knock-out Determination Day(s):	[*specify*]/[Each [Scheduled Trading Day/Scheduled Custom Index Business Day/Commodity Business Day/Fund Business Day/Business Day] in the Knock-out Determination Period]
	(viii)	Knock-out Period Ending Date:	[*specify*]
	(ix)	Knock-out Period Ending Date Day Convention:	[Not applicable/Applicable]
	(x)	Knock-out Valuation Time:	[*specify*]/[See definition in Condition 11.7] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not applicable]
	(xi)	Knock-out Observation Price Source:	[*specify*]
	(xii)	Disruption Consequences:	[*Applicable/Not applicable*]
33.	[Tax Gross-up:		[Condition 6.4 (*No Gross-up*) applicable]/[Condition 6.4 (*No Gross-up*) not applicable]
34.	Method of distribution:		[Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

35.	Interest:		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)* *(If the Notes are Fixed Rate and Floating Rate Notes, complete prompts (i) to (xiii) accordingly)*
	(i)	Interest Period(s):	[*specify*]
	(ii)	Interest Period End Date(s):	[*specify*]
	(iii)	Business Day Convention for Interest Period End Date(s):	[Following / Modified Following / Preceding / FRN / None / Not applicable]
	(iv)	Interest Payment Date(s):	[*specify*]
	(v)	Business Day Convention for Interest Payment Date(s):	[Following / Modified Following / Preceding / FRN / None / Not applicable] (*If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention*)
	(vi)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[*specify*]

(vii)	Margin(s):	[[+/-][*specify*] per cent. per annum / Not applicable]
(viii)	Minimum Interest Rate:	[[*specify*] per cent. per annum / Not applicable]
(ix)	Maximum Interest Rate:	[[*specify*] per cent. per annum / Not applicable]
(x)	Day Count Fraction:	[*specify*] / [unadjusted]
(xi)	Determination Dates:	[*specify*] in each year [*insert regular payment dates, ignoring issue date or redemption date in the case of a long or short first or last coupon*.] *(NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
(xii)	Accrual to Redemption:	[Applicable/Not applicable] [If Accrual to Redemption is Not Applicable: Accrual to Preceding IPED: [Applicable/Not Applicable][*insert in the case of Credit Securities where Accrual to Redemption is Not Applicable*]]
(xiii)	Rate of Interest:	[Fixed Rate] [Floating Rate] [Linked Interest]
(xiv)	Coupon Rate: (*Include one or more of the following if applicable*)	[SPS Fixed Coupon applicable: [*Insert formula and other related provisions from Payout Conditions.*]] [SPS Variable Amount Coupon applicable: [*Insert formula and other related provisions from Payout Conditions.*]] [Digital Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [Snowball Digital Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [Accrual Digital Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [Stellar Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]] [Cappuccino Coupon applicable: [*Insert formula, relevant value(s) and other related*

provisions from Payout Conditions.]]

[Ratchet Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Driver Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Nova Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Sum Coupon applicable:
[*Insert formula and other related provisions from Payout Conditions.*]]

[Option Max Coupon applicable:
[*Insert formula and other related provisions from Payout Conditions.*]]

[FX Vanilla Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FI Digital Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*] (*If FI Digital Coupon is applicable, distinguish in "Rate" below, between the Rate which is FI Rate A and the Rate which is FI Rate B*)]

[FX Digital Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Range Accrual Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FX Range Accrual Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FX Memory Coupon:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Combination Floater applicable:
[*Insert formula and other related provisions from Payout Conditions.*]]

		[PRDC Coupon applicable: [*Insert formula and other related provisions from Payout Conditions.*]]
		[FI Digital Floor Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]
		[FI Digital Cap Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]
		[FI Target Coupon applicable: [*Insert formula and other related provisions from Payout Conditions.*]]
	[Rate:	[[●] per cent. [per annum]
		(*if more than one fixed rate is to be determined, specify each such rate*)
		[Floating Rate - [Screen Rate Determination/ISDA Determination/FBF Determination]
		(*If more than one floating rate is to be determined, repeat sub-paragraphs of 31 and 32, as applicable, for each such rate*)]
		[Vanilla Call Rate: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]
		[Vanilla Call Spread Rate: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]
36.	Fixed Rate Provisions:	[Applicable/Not applicable]
		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
		(*Specify if more than one fixed rate is to be determined*)
	(i) Fixed Rate[(s)] of Interest:	[●] per cent. [per annum]
	(ii) Fixed Coupon Amount(s):	[[●] per Calculation Amount] / [Not applicable]
	(iii) Broken Amount(s):	[Applicable / Not applicable]
37.	Floating Rate Provisions:	[Applicable/Not applicable]
		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
		(*Specify if more than one floating rates is to be determined*)

	(i)	Manner in which the Rate of Interest and Interest Amount is to be determined:	[Screen Rate Determination/ISDA Determination/FBF Determination]
	(ii)	Linear Interpolation:	[Not applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
38.	Screen Rate Determination:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	–	Reference Rate:	[LIBOR/EURIBOR] (*Additional information is required if the Reference Rate is other than LIBOR/EURIBOR, including fallback provisions in the Agency Agreement.*)
	–	Interest Determination Date(s):	[●] (*Second London business day prior to the start of each Interest Period if LIBOR and second TARGET2 day prior to the start of each Interest Period if EURIBOR*)
	–	Specified Time:	[●] (*which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR*)
	–	Relevant Screen Page:	[●] (*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate*)
39.	ISDA Determination:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	–	Floating Rate Option:	[●]
	–	Designated Maturity:	[●]
	–	Reset Date:	[●]
40.	FBF Determination:		[Applicable/Not applicable] [If applicable: [*specify relevant terms*]]
41.	Zero Coupon Provisions:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Accrual Yield:	[●] per cent. per annum
	(ii)	Reference Price:	[●]
42.	Index Linked Interest Provisions:		[Applicable/Not applicable]

		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Index/Basket of Indices:	[●] [The [●] Index is a [Component Security]/[Multi-Exchange] Index.][4] [The [●] Index is a Custom Index.][5] [The [●] Index is a Connected Third Party Index.][6]
(ii)	Index Currency:	[*specify*]
(iii)	Screen Page:	[●]
(iv)	Interest Valuation Date(s):	[*specify*]
(v)	Specified Maximum Days of Disruption:	[As per Conditions]/[*specify*] Scheduled Trading Days]
(vi)	Exchange Business Day:	[(All Indices Basis)/(Per Index Basis)/(Single Index Basis)] (*standard election is All Indices Basis*)
(vii)	Scheduled Trading Day:	[(All Indices Basis)/(Per Index Basis)/(Single Index Basis)] (*must match election made for Exchange Business Day*)
(viii)	Exchange(s) and Index Sponsor:	(a) the relevant Exchange[s] [is/are] [●]; and (b) the relevant Index Sponsor is [●].
(ix)	Related Exchange:	[*specify*]/[All Exchanges]
(x)	Settlement Price:	[Official opening level]/[Official closing level][price at the Valuation Time]
(xi)	Weighting:	[Not applicable/The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Index Linked Notes]/[*specify*]. (*N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Indices*)]
(xii)	Valuation Time:	[Scheduled Closing Time/Any time [on the relevant Settlement Price Date/during the Observation Period.] [[●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] (*N.B. if no time is specified, the Interest Valuation Time will be the Scheduled Closing Time*)
(xiii)	Index Correction Period:	[As per Conditions/*specify*]
(xiv)	Delayed Redemption on the Occurrence of Index	[Applicable/Not applicable] [if applicable:

[4] Specify each Component Security Index and/or Multi-Exchange Index (if any).
[5] Specify each Custom Index (if any).
[6] Specify each Connected Third Party Index (if any).

	Adjustment Event:		Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Specified Denomination]
(xv)	Additional provisions applicable to Custom Indices:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Custom Index Business Day:	[(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]
	(b)	Scheduled Custom Index Business Day:	[(All Custom Indices Basis)/(Per Custom Index Basis)/(Single Custom Index Basis)] (Must match election made for Custom Index Business Day)
	(c)	Valuation Time:	[As per the Conditions]/[[●], being the time specified on the Valuation Date or an Averaging Date or Observation Date as the case may be, for the calculation of the Settlement Price.] (*N.B. if no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)*
	(d)	Custom Index Correction Period:	[As per Conditions]/[*specify*]
	(e)	Custom Index Disruption Event:	[Specified Maximum Days of Disruption will be equal to: [●]/[As per Conditions]] (*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty*)
	(f)	Delayed Redemption on Occurrence of Custom Index Adjustment Event:	[Applicable with a rate of [●] per cent. per annum/Not applicable]
(xvi)	Additional provisions applicable to Futures Price Valuation:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Rolling Futures Contract Securities	[Yes/No]
	(b)	Exchange-traded Contract:	[*specify*]/[*If the Index Securities are Rolling Futures Contract Securities*: Index Security Condition 9.2 applies]
	(c)	Delivery or expiry month:	[*specify*]/[Not applicable] (*Not applicable in the case of Index Securities that are Rolling Futures Contract Securities*)
	(d)	Period of Exchange-	[*specify*]/[Not applicable]

		traded Contracts:	(*Only applicable in case of Index Securities that are Futures Rollover Securities*)
	(e)	Futures or Options Exchange:	[*specify*]
	(f)	Futures Rollover [Date/Period]:	[Not applicable]/[*specify*]
43.	Share Linked Interest Provisions		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Share(s)/Share Company/Basket of Shares/GDR/ADR:	[●] [GDR/ADR applicable] [Insert GDR/ADR][7]
	(ii)	Relative Performance Basket:	[Not applicable/*specify*]
	(iii)	Share Currency:	[*specify*]
	(iv)	ISIN of Share(s):	[*specify*]
	(v)	Screen Page/Exchange Code:	[*specify*]
	(vi)	Interest Valuation Date(s):	[*specify*]
	(vii)	Exchange Business Day:	[(All Shares Basis)/(Per Share Basis)/(Single Share Basis)] (*standard election is All Shares Basis*)
	(viii)	Scheduled Trading Day:	[(All Shares Basis)/(Per Share Basis)/(Single Share Basis)] (*must match election made for Exchange Business Day*)
	(ix)	Exchange(s):	The relevant Exchange[s] [is/are] [●].
	(x)	Related Exchange(s):	[*specify*/All Exchanges]
	(xi)	Settlement Price:	[Official closing price]/[Italian Securities Reference Price]/[level at the Valuation Time]]
	(xii)	Weighting:	[Not applicable/The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Share Linked Notes]/[*specify*]. (*N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Shares*)]
	(xiii)	Valuation Time:	[Scheduled Closing Time/Any time [on the relevant Settlement Price Date/during the Observation Period.] [The Valuation Time is [●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the

[7] Specify each GDR or ADR (if any). In the case of Share Linked Notes relating to a GDR/ADR, complete Share Linked Final Terms as applicable for GDR/ADR reference asset(s).

			case may be, for the calculation of the Settlement Price.] (*N.B. If no time is specified, the Interest Valuation Time will be the Scheduled Closing Time*)
	(xiv)	Share Correction Period:	[As per Conditions/*specify*]
	(xv)	Market Disruption:	Specified Maximum Days of Disruption will be equal to [●]/[eight]: (*If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to eight*)
	(xvi)	Tender Offer:	[Applicable/Not applicable]
	(xvii)	Listing Change:	[Applicable/Not applicable]
	(xviii)	Listing Suspension:	[Applicable/Not applicable]
	(xix)	Illiquidity:	[Applicable/Not applicable]
	(xx)	Delayed Redemption on the Occurrence of an Extraordinary Event:	[Applicable/Not applicable] [if applicable: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Specified Denomination]]
44.	Inflation Linked Interest Provisions:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) *(If more than one Inflation Rate is to be determined, repeat items (i) to (ix)(i) to (ix) for each such Inflation Rate and, if FI Digital Coupon is applicable, distinguish between the Inflation Rate which is FI Rate A and the Inflation Rate which is FI Rate B)*
	(i)	Index:	[●] [Composite/non Composite]
	(ii)	Screen Page/Exchange Code:	[●]
	(iii)	Cut-Off Date:	[●]/[Not applicable]
	(iv)	Related Bond:	[●]/Fall Back Bond
	(v)	Issuer of Related Bond:	[●]/[Not applicable]
	(vi)	Fall Back Bond:	[Applicable/Not applicable]
	(vii)	Index Sponsor:	[●]
	(viii)	Related Bond Redemption Event:	[Applicable/Not applicable]
	(ix)	Interest Valuation Date:	[●]
45.	Commodity Linked Interest Provisions:		[Applicable/Not applicable]

			(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Commodity/Commodities/ Commodity Index/ Commodity Indices:	[●] [The Sponsor[s] of the Commodity Index/Indices is/are [●]]
	(ii)	Pricing Date(s):	[●]
	(iii)	Initial Pricing Date:	[*specify*]
	(iv)	Final Pricing Date:	[*specify*]
	(v)	Commodity Reference Price:	[●] The Price Source is/are [●]
	(vi)	Delivery Date:	[●] / [Not applicable]
	(vii)	Nearby Month:	[●]/ [Not applicable]
	(viii)	Specified Price:	[*specify*]
	(ix)	Exchange(s):	The relevant Exchange[s] [is/are] [●] / [Not applicable].
	(x)	Specified Maximum Days of Disruption:	[●]/[As per Conditions] (*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five) (applicable only to Price Source Disruption or Trading Disruption*)
	(xi)	Disruption Fallback(s):	[As per Commodity Security Condition1]/[Not applicable]
	(xii)	Weighting:	The Weighting to be applied to each item comprising the Commodity Basket is [●]
	(xiii)	Rolling Futures Contract Securities:	[Yes/No] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
		(a) Futures Rollover [Date/Period]:	[Not applicable]/[*specify*]
46.	Fund Linked Interest Provisions:		[Applicable/Not applicable]
	(i)	Fund/Fund Basket:	[●] [The [●] Fund is a Mutual Fund] [The [●] Fund is a Hedge Fund] [The [●] Fund is a Private Equity Fund]
	(ii)	Fund Shares:	[●]
	(iii)	Fund Documents:	[As per the Conditions][●]
	(iv)	Fund Business Day:	[All Fund Share Basis]/[Per Fund Share Basis]/[Single Fund Share Basis]

	(v)	Fund Service Provider:	[As per Conditions]/[●]
	(vi)	Calculation Date(s):	[As per Conditions]/[●]
	(vii)	Initial Calculation Date:	[As per Conditions]/[●]
	(viii)	Final Calculation Date:	[●]
	(ix)	Hedging Date:	[●]
	(x)	NAV Trigger Percentage:	[As per Conditions]/[●]
	(xi)	NAV Trigger Period:	[As per Conditions]/[●]
	(xii)	Number of NAV Publication Days:	[As per Conditions]/[●]
	(xiii)	AUM Level:	[As per Conditions]/[*specify*]
	(xiv)	Basket Trigger Level:	[●]/[As per Conditions]
	(xv)	Interest Valuation Date:	[●]
	(xvi)	Termination Amounts:	[Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[*specify*]/[Not applicable]
	(xvii)	Simple Interest Spread:	[As per Conditions]/[*specify*]
	(xviii)	Termination Date:	[●]
	(xix)	Weighting:	The Weighting to be applied to each Fund Share comprising the Fund Basket is [●]
	(xx)	[Protected Amount	[*If Delayed Redemption on Occurrence of an Extraordinary Fund Event and Principal Protected Termination Amount are applicable*: [*specify*] per cent. of the Specified Denomination]
	(xxi)	Delayed Redemption on Occurrence of an Extraordinary Fund Event:	[Applicable/Not applicable]
	(xxii)	Delayed Payment Cut-Off Date:	[As per Conditions]/[*specify*]
47.	ETI Linked Interest Provisions:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	ETI/ETI Basket:	[●]
	(ii)	ETI Interest(s):	[*Insert type of ETI Interest(s)*]
	(iii)	ETI Related Party:	[As per Conditions]/[*specify*]
	(iv)	Exchange(s):	[The relevant Exchange[s] [is/are] [●]/[Not applicable]
	(v)	Related Exchange:	[*specify*]/[All Exchanges]/[Not applicable]
	(vi)	Exchange Business Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
	(vii)	Scheduled Trading Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI

		Interest Basis]
(viii)	Calculation Date(s):	[As per Conditions]/[*specify*]
(ix)	Initial Calculation Date:	[As per Conditions]/[*specify*]
(x)	Final Calculation Date:	[*specify*]
(xi)	Hedging Date:	[*specify*]
(xii)	Investment/AUM Level:	[As per Conditions][*specify*]
(xiii)	Value per ETI Interest Trading Price Barrier:	[As per Conditions]/[*specify*]
(xiv)	Number of Value Publication Days:	[● calendar days] [● Business Days (as defined in Condition 3.13] [Additional Financial Centre: [*specify*]] *(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Business Days)*
(xv)	NAV Trigger Percentage:	[As per Conditions]/[*specify*]
(xvi)	NAV Trigger Period:	[As per Conditions]/[*specify*]
(xvii)	Basket Trigger Level:	[As per Conditions]/[*specify*]
(xviii)	Settlement Price:	[Official closing price]/[NAV per ETI Interest]
(xix)	Valuation Time:	[*specify*]
(xx)	Interest Valuation Time:	[*specify*]
(xxi)	Interest Valuation Date:	[*specify*]
(xxii)	Additional Extraordinary ETI Event(s):	[*specify*]
(xxiii)	Maximum Stock Loan Rate:	[Maximum Stock Loan Rate in respect of [*specify in relation to each relevant ETI Interest*] is [●].]
(xxiv)	ETI Interest Correction Period:	[*specify*]
(xxv)	Termination Amount:	[Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[*specify*]
(xxvi)	Simple Interest Spread:	[As per Conditions]/[*specify*]
(xxvii)	Termination Date:	[*specify*]
(xxviii)	Market Disruption:	Specified Maximum Days of Disruption will be equal to [●][eight (8)] Scheduled Trading Days
(xxix)	Weighting:	The Weighting to be applied to each ETI Interest comprising the ETI Basket to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of ETI Linked Notes] [*specify*] (*N.B. Only applicable in relation to Cash Settled Notes relating to an ETI Basket*)
(xxx)	ETI Documents:	[As per Conditions]/[*specify*]

	(xxxi)	Protected Amount	[Not applicable]/[*specify*] per cent. of the Specified Denomination
	(xxxii)	Delayed Redemption on the Occurrence of an Extraordinary ETI Event:	[Applicable/Not applicable]
48.	Foreign Exchange (FX) Rate Linked Interest Provisions:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	The relevant base currency (the "Base Currency") is:	[*specify*]
	(ii)	The relevant subject [currency/currencies] ([each a]/[the] "Subject Currency") [is/are]:	[*specify*]
	(iii)	Weighting:	[*specify*]
	(iv)	Price Source:	[*specify*]
	(v)	Disruption Event:	Specified Maximum Days of Disruption will be equal to [●]/[five] *(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)*
	(vi)	Delayed Redemption on Occurrence of a Disruption Event:	[Applicable/Not applicable] [if applicable: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Specified Denomination]]
	(vii)	Relevant Screen Page:	[*specify*]
	(viii)	Valuation Time:	[*specify*]
	(ix)	Interest Valuation Date:	[●] [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention.]]
49.	Underlying Interest Rate Linked Interest Provisions:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) (*If applicable, identify each Underlying Interest Rate*$_{(i)}$ *which is a Multiple Underlying Component Rate*)
	(i)	Underlying Interest	[*specify*]

		Determination Date(s):	
			(*If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate$_1$:"*)
	(ii)	Manner in which the Underlying Interest Rate is to be determined:	[Screen Rate Determination/ISDA Determination]
	(iii)	Screen Rate Determination:	
		• Underlying Reference Rate:	[*specify*] *(Either LIBOR, EURIBOR or other)*
		• Specified Time:	[*specify*] *(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)*
		• Relevant Screen Page:	[*specify*] (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
	(iv)	ISDA Determination:	
		• Floating Rate Option:	[*specify*]
		• Designated Maturity:	[*specify*]
		• Reset Date:	[*specify*]
	(v)	Underlying Margin(s):	[+/-][●] per cent. per annum
	(vi)	Minimum Underlying Reference Rate:	[●] per cent. per annum
	(vii)	Maximum Underlying Reference Rate:	[●] per cent. per annum
			(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate$_2$:" *and repeat items 37(ii) to (vii).* *Repeat for each Underlying Interest Rate.)*
50.	Debt Securities:		[Applicable/Not applicable]
	(i)	Debt Instruments:	[*specify*] (*Not applicable if Futures Price Valuation applicable*)
	(ii)	Nominal Amount:	[The relevant nominal amount is [●] and the Relevant Screen Page is [●].][Not applicable] (*Not applicable if Futures Price Valuation applicable*)
	(iii)	Reference Price:	[The Reference Price[s] for [*insert relevant Debt*

		Instrument(s)] is/are the [bid price]/[mid price]/[offer price]/[bid yield]/[mid yield]/[offer yield].] [Not applicable] *(Not applicable if Futures Price Valuation applicable)*
(iv)	Exchange Business Day Centre(s):	[*specify*]
(v)	Valuation Time:	[*specify*]
(vi)	Interest Valuation Date:	[*specify*]
(vii)	Specified Maximum Days of Disruption:	[As defined in Condition 12]/[[*specify*] Scheduled Trading Days.] (*Not applicable if Futures Price Valuation applicable*)
(viii)	Delayed Redemption on Occurrence of Debt Instrument Redemption Event:	[Applicable/Not applicable] [*If applicable*: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Specified Denomination]] (*Not applicable if Futures Price Valuation applicable*)
(ix)	Debt Instrument Issuer:	[ ]/[Not applicable] (*Not applicable if Futures Price Valuation applicable*)
(x)	Debt Instrument Correction Period:	[As per the Conditions]/[ ]/[Not applicable] (*Not applicable if Futures Price Valuation applicable*)
(xi)	Weighting:	[Not applicable/The weighting to be applied to each item comprising the Basket of Debt Instruments to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.]
(xii)	Additional provisions applicable to Futures Price Valuation:	[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a) Rolling Futures Contract Securities:	[Yes/No]
	(b) Exchange-traded Contract:	[*Specify*]/[*If the Debt Securities are Rolling Futures Contract Securities*: Debt Security Condition 7 applies]
	(c) Synthetic Debt Instrument:	[*include description of the key terms of the synthetic debt instrument*]
	(d) Delivery or expiry month:	[*Specify*]/[Not applicable] (*Not applicable in the case of Debt Securities that are Rolling Futures Contract Securities*)
	(e) Period of Exchange-	[*Specify*]/[Not applicable]

		traded Contracts:	(*Only applicable in the case of Debt Securities that are Rolling Futures Contract Securities*)
	(f)	Futures or Options Exchange:	[*Specify*]
	(g)	Futures Rollover [Date/Period]:	[Not applicable][*Specify*]
	(h)	Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract:	[Applicable/Not applicable] [*If applicable*: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Specified Denomination]]
	(i)	Daily Settlement Price Correction Period:	[As per the Conditions][*Specify*]
	(j)		
51.	Additional Business Centre(s) (Condition 3.13):		[●]

PROVISIONS RELATING TO REDEMPTION

52.	Final Redemption Amount:	[Calculation Amount x [●] per cent]/[Final Payout] [As per the Credit Security Conditions and paragraph 56 (Credit Linked Notes) below]
53.	Final Payout: [SPS Payouts	[Not applicable] [SPS Fixed Percentage Securities [*Insert formula and other related provisions from Payout Conditions.*]] [SPS Reverse Convertible Securities [SPS Reverse Convertible Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]] [SPS Reverse Convertible Standard Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]] [SPS Vanilla Products [Vanilla Call Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Call Spread Securities:[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Put Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Put Spread Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Digital Securities:
[*Insert formula and other related provisions from Payout Conditions.*]]

[[Knock-in / Knock-out] Vanilla Call Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Asian Products

[Asian Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Asian Spread Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Himalaya Securities:
[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Auto-Callable Products

[Autocall Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Autocall Standard Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Autocall One Touch Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Indexation Products

[Certi Plus: Booster Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Bonus Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Leveraged Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Twin Win Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Super Sprinter Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Knock-in Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Knock-out Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Ratchet Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Sum Securities:
[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Option Max Securities:
[*Insert formula and related provisions from Payout Conditions.*]]

[Stellar Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Driver Securities:

		[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]] [Maximum Final Payout: [●]/Not applicable] [Minimum Final Payout: [●]/Not applicable]
	[FI Payouts	[FI FX Vanilla Securities: [*Insert formula and related provisions from Payout Conditions.*]] [FI Digital Floor Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]] [FI Digital Cap Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]] [FI Digital Plus Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]] [FI Inflation Securities: [*Insert formula and related provisions from Payout Conditions.*]]
54.	Automatic Early Redemption[8]:	[Applicable/Not applicable]
	(i) Automatic Early Redemption Event:	[Target Automatic Early Redemption] [FI Underlying Automatic Early Redemption] [FI Coupon Automatic Early Redemption] [Standard Automatic Early Redemption [– Automatic Early Redemption Event 1]: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [Standard Automatic Early Redemption – Automatic Early Redemption Event 2 Applicable: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [Automatic Early Redemption Event 1 [and]/[or] Automatic Early Redemption Event 2]
	(ii) Automatic Early Redemption Valuation Time:	[*specify*]
	(iii) Automatic Early Redemption Payout:	[SPS Automatic Early Redemption Payout: [*Insert formula, relevant value(s) and related provisions from Payout Conditions.*] [Target Automatic Early Redemption:

8 Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities, Futures Securities and, in the case of FI Underlying Automatic Early Redemption, Currency Securities and Underlying Interest Rate Securities.

		[*Insert relevant provisions from Conditions.*]]
		[FI Underlying Automatic Early Redemption:
		[*Insert relevant provisions from Conditions.*]]
		Accrual to Automatic Early Redemption: [Applicable/Not applicable]
		[*Insert relevant provisions from Conditions.*]
		[FI Coupon Automatic Early Redemption:
		[*Insert relevant provisions from Conditions.*]]
(iv)	Automatic Early Redemption Date(s):	[*specify*]
(v)	[(A)] Automatic Early Redemption Level [1]:	[*specify*]
	[(B) Automatic Early Redemption Level 2:	[*specify*]]
(vi)	Automatic Early Redemption Percentage:	[[●] per cent.]/[Not applicable]
(vii)	AER Rate:	[*Insert relevant provisions from Conditions*]/[Not applicable]
(viii)	AER Exit Rate:	[Not applicable] [AER Rate: [*Insert relevant provisions from Conditions.*]] [AER Athena up Rate: [*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]] [AER CSN Rate: [*Insert relevant provisions from Conditions.*]]
(ix)	Automatic Early Redemption Valuation Date(s)/Period(s):	[*specify*] [AER 1 Redemption Valuation [Date(s)/Period(s)]: [*specify*] [AER 2 Redemption Valuation [Date(s)/Period(s)]: [*specify*] [*For Fixed Income payouts, consider whether this is the interest determination date (i.e. 2 business days prior to the Automatic Early Redemption Date)*]
(x)	Observation Price Source:	[*specify*]/[Not applicable]
(xi)	Underlying Reference Level [1]:	[Official level]/[Official close]/[last price]/[Bid price]/[Asked price]/Standard Underlying Reference Level]/[Not

			applicable]
	(xii)	Underlying Reference Level 2:	[Standard Underlying Reference Level]/[Not applicable]
	(xiii)	SPS AER Valuation:	[Not applicable]/[Applicable: SPS AER Value 1: [*Insert relevant value(s) and related provisions from Payout Conditions*] SPS AER Value 2: [*Insert relevant value(s) and related provisions from Payout Conditions*]]
	(xiv)	AER Event 1 Underlying(s):	[See item [●] below]/[Not applicable]
	(xv)	AER Event 2 Underlying(s):	[See item [●] below]/[Not applicable]
	(xvi)	AER Event 1 Basket:	[Applicable]/[Not applicable]
	(xvii)	AER Event 2 Basket:	[Applicable]/[Not applicable]
55.	Issuer Call Option:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[●]
	(ii)	Optional Redemption Valuation Date(s):	[●]
	(iii)	Optional Redemption Amount(s):	[Calculation Amount x [●] per cent.] [SPS Call Payout [*Insert formula, relevant value(s) and related provisions from Payout Conditions*]]
	(iv)	If redeemable in part:	
		(a) Minimum Redemption Amount:	[●]
		(b) Higher Redemption Amount:	[●]
	(v)	Minimum Notice Period:	[●]
	(vi)	Maximum Notice Period:	[●] (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.*)
56.	Noteholder Put Option:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of*

			this paragraph)
	(i)	Optional Redemption Date(s):	[●]
	(ii)	Optional Redemption Valuation Date(s):	[●]
	(iii)	Optional Redemption Amount(s):	[Calculation Amount x [●] per cent.] [SPS Put Payout: [*Insert formula, relevant value(s) and related provisions from Payout Conditions*]]
	(iv)	Minimum Notice Period:	[●]
	(v)	Maximum Notice Period:	[●] (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.*)
57.	Aggregation:		[Applicable/Not applicable]
58.	Index Linked Redemption Amount:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Index/Basket of Indices:	[●] [The [●] Index is a [Component Security]/[Multi-Exchange Index.][9] [The [●] Index is a Custom Index.][10] [The [●] Index is a Connected Third Party Index.][11]
	(ii)	Index Currency:	[*specify*]
	(iii)	Screen Page:	[*specify*]
	(iv)	Redemption Valuation Date:	[●]
	(v)	Exchange Business Day:	[(All Indices Basis)/(Per Index Basis)/(Single Index Basis)] (*standard election is All Indices Basis*)
	(vi)	Scheduled Trading Day:	[(All Indices Basis)/(Per Index Basis)/(Single Index Basis)] (*must match election made for Exchange Business Day*)
	(vii)	Exchange(s) and Index Sponsor:	(a) the relevant Exchange[s] [is/are] [●]; and (b) the relevant Index Sponsor is [●].

9 Specify each Component Security Index and/or Multi-Exchange Index (if any).
10 Specify each Custom Index (if any).
11 Specify each Connected Third Party Index (if any).

(viii)	Related Exchange:	[*specify*/All Exchanges]
(ix)	Settlement Price:	[Official opening level]/[Official closing level]/[level at the Valuation Time]
(x)	Weighting:	[Not applicable/The Weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Index Linked Notes]/[*specify*]. (*N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Indices*)]
(xi)	Valuation Time:	[Scheduled Closing Time]/[Any time [on the relevant Settlement Price Date /during the Observation Period.] [[●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] (*N.B. If no time specified, the Valuation Time will be the Scheduled Closing Time) (N.B. Only applicable to Indices other than Custom Indices)* [As per the Conditions]/[●] being the time specified on the Valuation Date or an Averaging Date or Observation Date as the case may be, for the calculation of the Settlement Price.] (*N.B. If no time specified, the Valuation Time will be as per the Conditions) (N.B. Only applicable to Custom Indices*)
(xii)	Index Correction Period:	[As per Conditions/[*specify*]]
(xiii)	Specified Maximum Days of Disruption:	[As per Conditions]/[Specified Maximum Days of Disruption will be equal to [*specify*] Scheduled Trading Days]: (*Unless otherwise stated, Specified Maximum Days of Disruption will be equal to eight as per the Conditions*)
(xiv)	Delayed Redemption on the Occurrence of Index Adjustment Event:	[Applicable/Not applicable] [*If applicable*: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Specified Denomination]]
(xv)	Additional provisions applicable to Custom Indices:	[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a) Custom Index Business Day:	[(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]
	(b) Scheduled Custom Index Business Day:	[(All Custom Indices Basis)/(Per Custom Index Basis)/(Single Custom Index Basis)] (Must match election made for Custom Index Business Day)
	(c) Custom Index	[As per Conditions]/[*specify*]

		Correction Period:	
	(d)	Custom Index Disruption Event:	[[Specified Maximum Days of Disruption will be equal to: [●]]/[As per Conditions]] (*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty*)
	(e)	Delayed Redemption on the Occurrence of Custom Index Adjustment Event:	[Applicable with a rate of [●] per cent. per annum /Not applicable]
(xvi)	Additional provisions applicable to Futures Price Valuation:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Rolling Futures Contract Securities:	[Yes/No]
	(b)	Exchange-traded Contract:	[*specify*]/[*If the Index Securities are Rolling Futures Contract Securities*: Index Security Condition 9.2 applies]
	(c)	Delivery or expiry month:	[*specify*]/[Not applicable] (*Not applicable in the case of Index Securities that are Rolling Futures Contract Securities*)
	(d)	Period of Exchange-traded Contracts:	[*specify*]/[Not applicable] (*Only applicable in case of Index Securities that are Futures Rollover Securities*)
	(e)	Futures or Options Exchange:	[*specify*]
	(f)	Futures Rollover [Date/Period]:	[Not applicable]/[*specify*]

59.	Share Linked Redemption Amount:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Share(s)/Share Company/Basket Company/GDR/ADR:	[●] [GDR/ADR applicable] [Insert GDR/ADR][12]
	(ii)	Relative Performance Basket:	[Not applicable/*specify*]
	(iii)	Share Currency:	[*specify*]
	(iv)	ISIN of Share(s):	[*specify*]

[12] Specify each GDR or ADR (if any). In the case of Share Linked Notes relating to a GDR/ADR, complete Share Linked Final Terms as applicable for GDR/ADR reference asset(s).

(v)	Screen Page/Exchange Code:	[*specify*]
(vi)	Redemption Valuation Date:	[●]
(vii)	Exchange Business Day:	[(All Shares Basis)/(Per Share Basis)/(Single Share Basis)] (*standard election is All Shares Basis*)
(viii)	Scheduled Trading Day:	[(All Shares Basis)/(Per Share Basis)/(Single Share Basis)] (*must match election made for Exchange Business Day*)
(ix)	Exchange(s):	The relevant Exchange[s] [is/are] [●].
(x)	Related Exchange(s):	[*specify*/All Exchanges]
(xi)	Settlement Price:	[Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time]
(xii)	Weighting:	[Not applicable/The Weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Share Linked Notes]/[*specify*]. (*N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Shares*)
(xiii)	Valuation Time:	[Scheduled Closing Time/Any time [on the relevant Settlement Price Date] /[during the Observation Period].] [The Valuation Time is [●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] (*N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time*).
(xiv)	Share Correction Period:	[As per Conditions/*specify*]
(xv)	Market Disruption:	Specified Maximum Days of Disruption will be equal to [●]/[eight] (*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight*)
(xvi)	[Tender Offer:	[Applicable/Not applicable]]
(xvii)	Delayed Redemption on the Occurrence of an Extraordinary Event:	[Applicable/Not applicable] [if applicable: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Specified Denomination]]
(xviii)	Listing Change:	[Applicable/Not applicable]
(xix)	Listing Suspension:	[Applicable/Not applicable]
(xx)	Illiquidity:	[Applicable/Not applicable]

	(xxi)	CSR Event	[Applicable/Not applicable]
60.	Inflation Linked Redemption Amount:		[Applicable/Not applicable]
	(i)	Index/Indices:	[●] [Composite/non Composite]
	(ii)	Cut-Off Date:	[●]/[Not applicable]
	(iii)	Related Bond:	[●]/Fall Back Bond
	(iv)	Issuer of Related Bond:	[●]/[Not applicable]
	(v)	Fall Back Bond:	[Applicable/Not applicable]
	(vi)	Index Sponsor:	[●]
	(vii)	Related Bond Redemption Event:	[Applicable/Not applicable]
	(viii)	Valuation Date:	[●]
61.	Commodity Linked Redemption Amount:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Commodity/Commodities/Commodity Index/Commodity Indices:	[●] [The Sponsor[s] of the Commodity Index/Indices is/are [●]]
	(ii)	Pricing Date(s):	[●]
	(iii)	Initial Pricing Date:	[*specify*]
	(iv)	Final Pricing Date:	[*specify*]
	(v)	Commodity Reference Price:	[●] The Price Source is/are: [●]
	(vi)	Delivery Date:	[●] / [Not applicable]
	(vii)	Nearby Month:	[●] / [Not applicable]
	(viii)	Specified Price:	[*specify*]
	(ix)	Exchange(s):	the relevant Exchange[s] [is/are] [●] / [Not applicable]
	(x)	Specified Maximum Days of Disruption:	[●]/[five] (*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)*
	(xi)	Disruption Fallback(s):	[As per Commodity Security Condition 1]/Not applicable]
	(xii)	Weighting:	The Weighting to be applied to each item comprising the Commodity Basket is [●]
	(xiii)	Rolling Futures Contract Securities:	[Yes/No] (*If not applicable, delete the remaining sub-paragraphs of*

			this paragraph)
	(a)	Futures Rollover [Date/Period]:	[Not applicable]/[*specify*]
62.	Fund Linked Redemption Amount:		[Applicable/Not applicable]
	(i)	Fund/Fund Basket:	[●] [The [●] Fund is a Mutual Fund] [The [●] Fund is a Hedge Fund] [The [●] Fund is a Private Equity Fund]
	(ii)	Fund Share(s):	[●]
	(iii)	Fund Documents:	[As per Conditions]/[●]
	(iv)	Fund Business Day:	[All Fund Share Basis]/[Per Fund Share Basis]/[Single Fund Share Basis]
	(v)	Fund Service Provider:	[As per Conditions]/[●]
	(vi)	Calculation Date(s):	[As per Conditions]/[●]
	(vii)	Initial Calculation Date:	[●]/[Not applicable]
	(viii)	Final Calculation Date:	[●]/[Not applicable]
	(ix)	Redemption Valuation Date:	[*specify*]
	(x)	Hedging Date:	[●]/[Not applicable]
	(xi)	AUM Level	[*specify*]/[Not applicable]
	(xii)	NAV Trigger Percentage:	[As per Conditions]/[●]
	(xiii)	NAV Trigger Period:	[●]
	(xiv)	Number of NAV Publication Days:	[●]
	(xv)	Basket Trigger Level:	[●]/[As per Conditions]
	(xvi)	Termination Amounts:	[Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[*specify*]
	(xvii)	Simple Interest Spread:	[*specify*]/[As per Conditions]
	(xviii)	Termination Date:	[*specify*]
	(xix)	Weighting:	The Weighting to be applied to each Fund Share comprises the Fund Basket is [●]
	(xx)	[Protected Amount:	[*If Delayed Redemption on the Occurrence of an Extraordinary Fund Event and Principal Protected Termination Amount are applicable:* [*specify*] per cent. of the Specified Denomination]
	(xxi)	Delayed Redemption on the Occurrence of an Extraordinary Fund Event:	[Applicable/Not applicable]

	(xxii)	[Delayed Payment Cut-Off Date:	[*specify*]]
63.	Credit Linked Redemption Amount:		[Applicable/Not applicable]
	General Terms relating to type of Credit Security		
	(i)	Type of Credit Securities	[Single Reference Entity Credit Security] [Nth-to-Default CLN N: [●] Substitution: [Not applicable] [Applicable]] [Multiple Default Triggers: [Applicable/Not applicable] [M: [●]] [Basket Credit Security] [Tranched Credit Securities] [Combination Credit Securities: Applicable/Not Applicable] (*If Combination Credit Securities is applicable)* [Credit-linked Interest Type: [Single Reference Entity Credit Security] [Nth-to-Default Credit Security N:[●] [Multiple Default Triggers: [Applicable/Not applicable]] [M:[●]] [Substitution: [Not Applicable] [Applicable]] [Basket Credit Security] [Tranched Credit Security] [Credit-linked Principal Type: [Single Reference Entity Credit Security] [Nth-to-Default Credit Security N:[●] [Multiple Default Triggers: [Applicable/Not applicable]] [M:[●]] [Substitution: [Not Applicable] [Applicable]] [Basket Credit Security] [Tranched Credit Security]
	(ii)	Calculation Agent responsible for making calculation and determinations pursuant to Annex 12 – Additional Terms and Conditions for Credit Securities):	[●]
	Terms relating to Credit-linkage		
	[*(Insert for Combination Credit Securities only):* Terms relating to Credit Linked Principal:]		
	(*Insert for all Credit Securities)*		
	(i)	Transaction Type:	[●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Final Terms] [As specified in the Relevant Annex]]
	(ii)	Scheduled Maturity Date	[●]
	(iii)	Reference Entity(ies):	[●][As specified in Annex 12 (*Annex for Credit Securities*)

		to the Pricing Supplement] [As specified in the Relevant Annex]
(iv)	Reference Entity Notional Amount	[●][as per the Credit Security Conditions] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
(v)	Reference Entity Weighting:	[●][As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex] [Not applicable]
(vi)	Reference Obligation(s):	
	The obligation identified as follows:	[Applicable/Not Applicable/[●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
	Primary Obligor:	[●]
	Guarantor:	[●]
	Maturity:	[●]
	Coupon:	[●]
	CUSIP/ISIN:	[●]
	Seniority Level:	[Senior Level] [Subordinated Level] [●] [Not Applicable]
	Original Issue Amount:	[●]
		[The obligation specified as the Reference Obligation above shall be the Original Non-Standard Reference Obligation notwithstanding that such obligation is not an obligation of the Reference Entity, and notwithstanding any contrary provision of the definition of "Original Non-Standard Reference Obligation" (and, for the avoidance of doubt, paragraph (a) of the definition thereof applies).] [*Delete if not applicable or if Reference Obligation above is an obligation of the Reference Entity*]
	Default Requirement:	[[●] / As per the Credit Security Conditions]
	Standard Reference Obligation:	[Applicable/Not applicable/[●]/[As specified in Annex 12 (*Annex for Credit Securities*)to the Pricing Supplement] [As specified in the Relevant Annex]
	CoCo Supplement	[Applicable/Not Applicable]
		[*Delete if CoCo Supplement is not applicable*]
		[Trigger Percentage: [●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex] [As per the Credit Security Conditions]]
(vii)	Settlement Method:	[Auction Settlement] [Cash Settlement] [: Final Price: [●] [Credit Security Condition 2(b) Not applicable]] [Physical Settlement]

		[Credit Unwind Costs: [Not applicable] [Standard Credit Unwind Costs: Applicable] [●]] [*Delete if Credit Unwind Costs are applicable*]
(viii)	Fallback Settlement Method	[Cash Settlement] [Physical Settlement] [Not applicable]
(ix)	Settlement at Maturity :	[Applicable] [Not Applicable]
(x)	Settlement Currency	[●]
(xi)	Merger Event:	[Credit Security Condition 2(d) [Applicable/Not Applicable]] (*If Applicable*): [Merger Event Redemption Date: [●]]
(xii)	Credit Event Backstop Date	[The date that is 60 calendar days prior to the Trade Date] [Issue Date] [Other]
(*Include only for Tranched Credit Securities*)		
(xiii)	Additional terms relating to Tranched Credit Securities:	[Applicable/Not applicable] Relevant Annex: [●] Index Sponsor: [●] Attachment Point: [●] Exhaustion Point: [●] Any other terms or provisions: [●]]
[(*Insert for Combination Credit Securities only*): Terms relating to Credit Linked Interest:]		
(xiv)	Transaction Type	[As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specificed in the]
(xv)	Scheduled Maturity Date	[●]
(xvi)	Reference Entity(ies):	[●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
(xvii)	Reference Entity Notional Amount	●][as per the Credit Security Conditions] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
(xviii)	Reference Entity Weighting:	[●][As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex] [Not Applicable]
(xix)	Reference Obligation(s):	
The obligation identified as follows:		[Applicable/Not Applicable/[●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Final Terms] [As specified in the Relevant Annex]
Primary Obligor:		[●]

Guarantor:	[●]
Maturity:	[●]
Coupon:	[●]
CUSIP/ISIN:	[●]
Seniority Level:	[Senior Level] [Subordinated Level] [●] [Not Applicable]
Original Issue Amount:	[●]
	[The obligation specified as the Reference Obligation above shall be the Original Non-Standard Reference Obligation notwithstanding that such obligation is not an obligation of the Reference Entity, and notwithstanding any contrary provision of the definition of "Original Non-Standard Reference Obligation" (and, for the avoidance of doubt, paragraph (a) of the definition thereof applies).] [*Delete if not applicable or if Reference Obligation above is an obligation of the Reference Entity*]
Default Requirement:	[[●] / As per the Credit Security Conditions]
Standard Reference Obligation:	[Applicable/Not Applicable/[●]/[As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
CoCo Supplement	[Applicable/Not Applicable]
	[*Delete if CoCo Supplement is not applicable*]
	[Trigger Percentage: [●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex] [As per the Credit Security Conditions]]
(xx) Settlement Method:	[Auction Settlement] [Cash Settlement [: Final Price: [●] [Credit Security Condition 2(b) Not Applicable]] [Physical Settlement]
	[Unwind Costs: [Not Applicable] [Standard Credit Unwind Costs: Applicable] [●]] [*Delete if Unwind Costs are applicable*]
(xxi) Fallback Settlement Method	[Cash Settlement] [Physical Settlement][Not Applicable]
(xxii) Settlement Currency	[●]
(xxiii) Merger Event:	[Credit Security Condition 2(d) [Applicable/Not Applicable]]
	(*If Applicable*):
	[Merger Event Redemption Date: [●]]
(*Include only for Tranched Credit Securities*)	
Additional terms relating to Tranched Credit Securities:	[Applicable/Not Applicable]
	Relevant Annex: [●]

		Index Sponsor: [●] Attachment Point: [●] Exhaustion Point: [●] Any other terms or provisions: [●]]
General Terms relating to Credit Securities		
(i)	LPN Reference Entities	[Applicable/Not Applicable/[●]/[As specified in the [[Annex 12 (*Annex for Credit Securities*)] to the Pricing Supplement] [Relevant Annex in respect of the relevant Reference Portfolio]]]
(ii)	Accrual of Interest upon Credit Event:	[As per Credit Security Condition 3(a)(i)(A)] [As per Credit Security Condition 3(a)(i)(B)] [As per Credit Security Condition 3(a)(ii)] [*OR if Part B of Credit Security Conditions applies:* [Part B of Credit Security Conditions: As per Part B Credit Security Condition [3(a)(i)] / [3(a)(ii)]]
(iii)	Additional Credit Linked Security Disruption Events:	[The following Additional Credit Linked Security Disruption Events apply to the Notes:] [Not Applicable] *(Specify each of the following which applies.)* [Change in Law] [Hedging Disruption] [Increased Cost of Hedging]
(iv)	Additional Provisions:	[●] [Change in Standard Terms and Market Conventions: [Not Applicable]] [*Delete if Change in Standard Terms and Market Conventions applies*]] [In respect of [*specify relevant Reference Entity*], [Include Accrued Interest] [Exclude Accrued Interest] applicable]
(v)	Calculation and Settlement Suspension:	[Applicable] [Not Applicable]
(*Include only for Tranched Credit Securities*)		
(vi)	Additional terms relating to Tranched Credit Securities:	[Applicable/Not Applicable] Relevant Annex: [●] Index Sponsor: [●] Attachment Point: [●] Exhaustion Point: [●] Any other terms or provisions: [●]]

	(vii)	Part B of Credit Security Conditions:	[Applicable] [Not Applicable] [*If applicable:* Cash Settlement Date / Credit Event Valuation Period End Date /Extended Valuation Period / Grace Period/ Hedge Counterparty / Payment Requirement: [As per the Credit Security Conditions] [*Specify any variations or additions to the Credit Security Conditions*]]
64.	ETI Linked Redemption Amount:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	ETI/ETI Basket:	[●]
	(ii)	ETI Interest(s):	[*insert type of ETI Interest(s)*]
	(iii)	ETI Related Party:	[As per Conditions]/[*specify*]
	(iv)	ETI Documents:	[As per Conditions][*specify*]
	(v)	Exchange(s):	The relevant Exchange[s] [is/are] [●]. [Not applicable]
	(vi)	Related Exchange:	[*specify*]/[All Exchanges]/[Not applicable]
	(vii)	Scheduled Trading Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis] (*must match election made for Exchange Business Day*)
	(viii)	Exchange Business Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis] (*standard election is All ETI Interest Basis*)
	(ix)	Redemption Valuation Date:	[●]
	(x)	Calculation Date(s):	[As per Conditions]/[*specify*]
	(xi)	Initial Calculation Date:	[●]/[Not applicable]
	(xii)	Final Calculation Date:	[●]/[Not applicable]
	(xiii)	Hedging Date:	[●]
	(xiv)	Investment/AUM Level:	[As per Conditions][*specify*]
	(xv)	Value per ETI Interest/Trading Price Barrier:	[As per Conditions][*specify*]
	(xvi)	Number of Value Publication Days:	[● calendar days] [● Business Days (as defined in Condition 3.13] [Additional Financial Centre: [*specify*] *(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Business Days)*]
	(xvii)	Value Trigger Percentage:	[As per Conditions][*specify*]
	(xviii)	Value Trigger Period:	[As per Conditions][*specify*]

(xix)	Basket Trigger Level:	[As per Conditions][*specify*]
(xx)	Settlement Price:	[Official closing price]/[Value per ETI Interest]
(xxi)	Weighting:	[Not applicable]/[The Weighting to be applied to each item comprising the ETI Basket to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of ETI Linked Notes]/[*specify*]. (*N.B. Only applicable in relation to Cash Settled Notes relating to an ETI Basket*)
(xxii)	Valuation Time:	[Scheduled Closing Time/Any time [on the relevant Settlement Price Date] /[during the Observation Period].] [The Valuation Time is [●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] (*N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time*).
(xxiii)	Maximum Stock Loan Rate:	[Maximum Stock Loan Rate in respect of [*specify in relation to each relevant ETI Interest*] is [●].]
(xxiv)	ETI Interest Correction Period:	[As per Conditions]/[specify]
(xxv)	Termination Amount:	[Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[*specify*]
(xxvi)	Simple Interest Spread:	[As per Conditions]/[*specify*]
(xxvii)	Termination Date:	[●]
(xxviii)	[Protected Amount:	[*If Delayed Redemption on the Occurrence of an Extraordinary ETI Event and Principal Protected Termination Amount are applicable*: [*specify*] per cent. of the Specified Denomination]
(xxix)	Delayed Redemption on the Occurrence of an Extraordinary ETI Event:	[Applicable/Not applicable]

65. Foreign Exchange (FX) Rate Linked Redemption Amount: [Applicable/Not applicable]

[●]

(i)	Relevant Screen Page:	[specify]
(ii)	The relevant base currency (the “Base Currency”) is:	[specify]
(iii)	The relevant subject [currency/currencies] ([each a]/[the] “Subject Currency”) [is/are]:	[specify]
(iv)	Weighting:	[specify]
(v)	Price Source:	[specify]

	(vi)	Disruption Event:	Specified Maximum Days of Disruption will be equal to [●]/[five] *(If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to five)*
	(vii)	Valuation Time:	[*specify*]
	(viii)	Redemption Valuation Date:	[●] [Currency Convention: [As per Conditions]/[Preceding Currency Convention/Modified Following Currency Convention]]
	(ix)	Delayed Redemption on the Occurrence of an Additional Disruption Event:	[Applicable/Not applicable] [If applicable: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Specified Denomination]]
66.	Underlying Interest Rate Linked Redemption Amount:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Underlying Interest Determination Date(s):	[*specify*] (*If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate$_1$:"*)
	(ii)	Manner in which the Underlying Interest Rate is to be determined:	[Screen Rate Determination/ISDA Determination]
	(iii)	Screen Rate Determination:	
		• Underlying Reference Rate:	[*specify*] *(Either LIBOR, EURIBOR or other)*
		• Specified Time:	[*specify*] *(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)*
		• Relevant Screen Page:	[*specify*] (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
	(iv)	ISDA Determination:	

	•	Floating Rate Option:	[*specify*]
	•	Designated Maturity:	[*specify*]
	•	Reset Date:	[*specify*]
	(v)	Underlying Margin(s):	[+/-][●] per cent. per annum
	(vi)	Minimum Underlying Reference Rate:	[●] per cent. per annum
	(vii)	Maximum Underlying Reference Rate:	[●] per cent. per annum *(If more than one [Underlying Interest Rate] is to be determined, include the following language:* "Underlying Interest Rate$_2$:" *and repeat items (ii) to (vii).* *Repeat for each Underlying Interest Rate.)*
67.	Debt Securities:		[Applicable/Not applicable]
	(i)	Debt Instrument:	[*specify*] (*Not applicable if Futures Price Valuation applicable*)
	(ii)	Nominal Amount:	[The relevant nominal amount is [●] and the Relevant Screen Page is [●].][Not applicable] (*Not applicable if Futures Price Valuation applicable*)
	(iii)	Reference Price:	[The Reference Price[s] for [*insert relevant Debt Instrument(s)*] is/are the [bid price]/[mid price]/[offer price]/[bid yield]/[mid yield]/[offer yield].] [Not applicable] *(Not applicable if Futures Price Valuation applicable)*
	(iv)	Exchange Business Day Centre(s):	[*specify*]
	(v)	Valuation Time:	[*specify*]
	(vi)	Redemption Valuation Date:	[*specify*]
	(vii)	Specified Maximum Days of Disruption:	[As defined in Condition 13]/[[*specify*] Scheduled Trading Days.] (*Not applicable if Futures Price Valuation applicable*)
	(viii)	Delayed Redemption on Occurrence of Debt Instrument Redemption Event:	[Applicable/Not applicable] [*If applicable*: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Specified Denomination]] (*Not applicable if Futures Price Valuation applicable*)
	(ix)	Debt Instrument Issuer:	[ ]/[Not applicable]

			(*Not applicable if Futures Price Valuation applicable*)
(x)	Debt Instrument Correction Period:		[As per the Conditions]/[ ]/[Not applicable] (*Not applicable if Futures Price Valuation applicable*)
(xi)	Weighting:		[Not applicable/The weighting to be applied to each item comprising the Basket of Debt Instruments to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.]
(xii)	Additional provisions applicable to Futures Price Valuation:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Rolling Futures Contract Securities:	[Yes/No]
	(b)	Exchange-traded Contract:	[*Specify*]/[*If the Debt Securities are Rolling Futures Contract Securities*: Debt Security Condition 7 applies]
	(c)	Synthetic Debt Instrument:	[*include description of the key terms of the synthetic debt instrument*]
	(d)	Delivery or expiry month:	[*Specify*]/[Not applicable] (*Not applicable in the case of Debt Securities that are Rolling Futures Contract Securities*)
	(e)	Period of Exchange-traded Contracts:	[*Specify*]/[Not applicable] (*Only applicable in the case of Debt Securities that are Rolling Futures Contract Securities*)
	(f)	Futures or Options Exchange:	[*Specify*]
	(g)	Futures Rollover [Date/Period]:	[Not applicable]/[*Specify*]
	(h)	Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract:	[Applicable/Not applicable] [*If applicable*: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Specified Denomination]]
	(i)	Daily Settlement Price Correction Period:	[As per the Conditions][*Specify*]

68.	Early Redemption Amount:	[Calculation Amount x [●] per cent.] [Market Value less Costs] [Amortised Face Amount]

69.	Provisions applicable to Physical Delivery:[13]		[Applicable/Physical Delivery Option [1/2/3]/Not applicable]
	(i)	Entitlement in relation to each Note:	[The Entitlement Amount in relation to each Note is: [Delivery of Worst-Performing Underlying applicable: [*Insert formula from Payout Conditions*] [NA: [●]] Redemption Payout: [●] SPS Valuation Date: [●]] [Delivery of Best-Performing Underlying applicable: [*Insert formula from Payout Conditions*] [NA: [●]] Redemption Payout: [●] SPS Valuation Date: [●]] [Delivery of the Underlying applicable: [*Insert formula from Payout Conditions*] [NA: [●]] Redemption Payout: [●] SPS Valuation Date: [●]]
	(ii)	Relevant Asset(s):	[As specified above]/The relevant asset to which the Notes relate [is/are] [●].
	(iii)	Cut-Off Date:	[●]/[As specified in Condition 4(b)]
	(iv)	Settlement Business Day(s):	[*specify*]
	(v)	Delivery Agent:	[Not applicable/*specify*]
	(vi)	Failure to Deliver due to Illiquidity:	[Applicable/Not applicable] (*N.B. Only applicable in the case of Physical Delivery Notes - Failure to Deliver due to Illiquidity is applicable to certain Share or ETI Linked Notes. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Notes*)
70.	Hybrid Securities:		[Applicable/Not applicable] [If applicable: (a) The Notes are linked to each of the types of Underlying Reference (each a "**Type of Underlying Reference**") set out in the table below. The terms

[13] Not applicable to Commodity Linked Notes or Credit Linked Notes.

and conditions of the Notes will be construed on the basis that in respect of each separate Type of Underlying Reference, the relevant terms applicable to each such separate Type of Underlying Reference will apply, as the context admits, separately and independently in respect of the relevant Type of Underlying Reference[, subject as provided in (b) below].

[*Include each Type of Underlying Reference*]

Type of Underlying Reference

[●] [See item [●]]

[●] [See item [●]]

[●] [See item [●]]

(b) Hybrid Business Day [Applicable/Not applicable]

[if applicable:

"Hybrid Business Day" means a day which is a Scheduled Trading Day (as defined in the relevant Annex and completed in the applicable Final Terms) for each Type of Underlying Reference specified in the applicable Pricing Supplement.

[*If Hybrid Business Day is applicable, each date for valuation (e.g. valuation date, averaging date, observation date etc.) which is the subject of the Hybrid Securities provisions should be expressed to be "[●] or if that is not a Hybrid Business Day the immediately [succeeding/preceding] Hybrid Business Day"*]]

71. Variation of Settlement:

(i)	Issuer's option to vary settlement:	The Issuer [has/does not have] the option to vary settlement in respect of the Notes.
(ii)	Variation of Settlement of Physical Delivery Notes:	[Notwithstanding the fact that the Notes are Physical Delivery Notes, the Issuer may make payment of the Final Redemption Amount on the Maturity Date and the provisions of Condition 4(b)(ii)(B) will apply to the Notes./The Issuer will procure delivery of the Entitlement in respect of the Notes and the provisions of Condition 4(b)(ii)(B) will not apply to the Notes.]

72. CNY Payment Disruption Event: [Applicable]/[Not applicable]

[*If applicable:*

[Postponement: [Applicable/[Not applicable]]

		[Payment of Equivalent Amount: [Applicable/Not applicable] Equivalent Amount Settlement Currency: [*specify*] Equivalent Amount Price Source: [*specify*] Equivalent Amount Settlement Valuation Time: [*specify*]/[As per Conditions]]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

73.	Form of Notes:	Uncertificated form held in the CSD
	New Global Note:[14]	No
74.	Financial Centre(s) or other special provisions relating to Payment Days for the purposes of Condition 4(a):	[Not applicable/*give details*] (*Note that this paragraph relates to the date of payment and not the end dates of interest periods for the purposes of calculating the amount of interest, to which sub-paragraph 5151 relates. All relevant Financial Centre(s) (including the location of the relevant agent(s)) should be included other than Target2*)
75.	Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature):	No
76.	Details relating to Notes redeemable in instalments: amount of each instalment, date on which each payment is to be made:	[Not applicable/*give details*]
	(i) [Instalment Amounts:	[●]
	(ii) Instalment Dates:	[●]]
77.	Redenomination, renominalisation and reconventioning provisions:	[Not applicable/The provisions [in Condition 7] apply]
78.	Calculation Agent:	[BNP Paribas Arbitrage S.N.C.]/[BNP Paribas]/[BNP Paribas Fortis SA/NV] *Specify other*]
	Calculation Agent address for purpose of the Noteholder Account Information Notice:	[*specify*]
79.	Principal Paying Agent:	[BNP Paribas Securities Services, Luxembourg Branch]/[BNP Paribas Securities Services, Milan Branch]/[BNP Paribas Arbitrage S.N.C.] (*N.B. BNP Paribas Securities Services, Milan Branch will always be Principal Paying Agent if the Notes are Italian Dematerialised Notes*)

DISTRIBUTION

[14] You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the Section in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".

80.	(i)	If syndicated, names [and addresses] of Managers [and underwriting commitments/quotas (material features)] (specifying Lead Manager):	[Not applicable/*give names*]
	(ii)	Date of [Subscription Agreement]:	[●]
	(iii)	Stabilisation Manager (if any):	[Not applicable/*give name*]
81.	Total commission and concession:		[●] per cent. of the Aggregate Nominal Amount
82.	U.S. Selling Restrictions:		[Reg. S Compliance Category 2; TEFRA D/ TEFRA Not applicable]
83.	Other terms or special conditions:		[●]

(a) This Series of South African Securities will be issued on, and subject to, the applicable Conditions (being the terms and conditions of the Securities set out in the section of the Base Prospectus headed "*Terms and Conditions of the Notes*" (the "**Note Conditions**"), as replaced and/or supplemented by (i) the additional terms and conditions set out in the JSE Placement Document headed "*Additional Terms and Conditions*" (the "**Additional Terms and Conditions**") and (ii) the terms and conditions of this Series of Notes set out in this Pricing Supplement).

(b) Changes to Transfer Agent and Paying Agent:

In relation to the listing of South African Securities (as defined in the JSE Placement Document) on the JSE, Computershare Investor Services (Proprietary) Limited ("**Computershare**"), FirstRand Bank Limited, acting through its Rand Merchant Bank division ("**FNB**"), BNP Paribas Arbitrage S.N.C. ("**BNPA**") and the Issuer entered into a separate Agency Agreement dated 1 September 2016, as amended and/or supplemented from time to time (the "**South African Agency Agreement**") in terms of which the Issuer appointed Computershare Investor Services Proprietary Limited to act as Transfer Agent, FirstRand Bank Limited, acting through its Rand Merchant Bank division to act as Paying Agent (in respect of Notes, Warrants and Certificates), and BNP Paribas Arbitrage

S.N.C. or BNP Paribas to act as Calculation Agent respectively in respect of a relevant Series of South African Securities to be issued under the Programme pursuant to the Base Prospectus relating to Notes as read with the JSE Placement Document. All references in the Base Prospectus relating to Notes to the "**Agency Agreement**" shall be to the "**South African Agency Agreement**."

Specified Offices:
Computershare Investor Services (Proprietary) Limited
70 Marshall Street
Johannesburg, 2001
South Africa
Contact: Mr C Lourens
Tel: +27 11 370 7843
Fax: +27 11 688 7707

FirstRand Bank Limited,
acting through its Rand Merchant Bank division
BankCity, 3 First Place Mezzanine Floor
Cnr Simmonds & Jeppe Street
Johannesburg, 2001
South Africa
Contact: Ms Marietjie Coetzee
Tel: +27 11 371 3451
Fax: +27 11 352 2010

BNP Paribas Arbitrage S.N.C.
8 Rue de Sofia
F-75018
Paris
France
Tel: +331 55 77 43 14
Fax: +331 55 77 78 78

[*Include or annex additional terms and conditions as required*]

PROVISIONS RELATING TO COLLATERAL AND SECURITY

84. Collateral Security Conditions: [Applicable – Parts A, B or C of Annex 13 (Additional Terms and Conditions for Secured Securities) will apply/Not applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)(Specify not applicable if Securities are Nominal Value Repack Securities and complete paragraph 78)

[Part A/Part B/Part C] of Annex 13 will apply.] (specify)

[Only specify Part B where the Securities are Collateral

		Asset Linked Securities]
A.	Collateral Pool:	[*specify*]
B.	Type of Collateral Pool:	[Single Series Pool/Multiple Series Pool]
C.	(i) Eligible Collateral:	[*specify*] [Cash denominated in [Euro][an Eligible Currency] [Eligible Currency(ies)-[ ]] [*specify eligible currencies if Eligible Collateral consists of cash other than in Euro*] [Eligible Equity Collateral] [Linked Note Collateral[Credit Linked Note Collateral][Loan Participation Note Collateral][Loan Collateral][Convertible Bond Collateral][Exchangeable Bond Collateral][Covered Bond Collateral][Pfandbriefe Collateral][Zero Coupon Bond Collateral][Vanilla Debt Securities][Eligible ABS Collateral]Eligible Fund Collateral][issued by[●]/[with ISIN [●] (*specify*]/ [Specify further details][See table in Part B for further details of the assets] [Initial Collateral Assets: Applicable/Not applicable][*Specify*][*Delete if Part C of Annex 13 is not applicable*][*Where the Securities are Collateral Asset Linked Securities, this paragraph 77(c) should be completed in conjunction with paragraphs 77(u)(iii) and 77(u)(iv)*]
	(ii) Fallback Collateral:	[Not applicable]/ [specify] [Cash denominated in [Euro][an Eligible Currency] [Eligible Currency(ies) [ ]] [specify eligible currencies if Eligible Collateral consists of cash other than in Euro] [Eligible Equity Collateral] [Linked Note Collateral[Credit Linked Note Collateral][Loan Participation Note Collateral][Loan Collateral][Convertible Bond Collateral][Exchangeable Bond Collateral][Covered Bond Collateral][Pfandbriefe Collateral][Zero Coupon Bond Collateral][Vanilla Debt Securities][Eligible ABS Collateral]Eligible Fund Collateral][issued by[●]/[with ISIN [●] (specify]/ [Specify further details][See table in Part B for further details of the assets]
D.	Type of collateralisation:	[MTM Collateralisation]/[Partial MTM Collateralisation]/[Nominal Value Collateralisation] / [Partial Nominal Value Collateralisation] [The Securities are Nominal Value Collateral Asset Linked Securities and Collateral Security Condition 10 of Part B of Annex 13 is not applicable] [The Securities are Partial Nominal Value Collateral Asset Linked Securities and Collateral Security Condition 9 of Part B of Annex 13 is not applicable] [-Partial Collateralisation Level is equal to [*specify*]][*NB - where Partial MTM Collateralisation or Partial Nominal Value Collateralisation is applicable, or Collateral Security Condition 10 of Part B of Annex 13 applies specify level*][Group Collateralisation is applicable][*Delete where Group Collateralisation is not applicable*]
E.	Type of enforcement:	[Collateral Cash Settlement]/[Physical Delivery Of

		Collateral] /[See Part B of Annex 13][*Specify where the Securities are Collateral Asset Linked Certificates*]/[See Collateral Security Condition 9 of Part C of Annex 13][*Specify where the Securities are Collateral Asset Linked Securities and Part C of Annex 13 applies*]
F.	Haircut:	[Applicable/Not applicable]
G.	Security Termination Amount:	[Security Value Termination Amount]/[Security Value Realisation Proceeds]/[Nominal Value Realisation Proceeds]/[Partial Nominal Value Realisation Proceeds]/[Nominal Value Amount]/[Shortfall Value Amount]/[*specify*]/[Security MTM Termination Amount] [*NB: Nominal Value Realisation Proceeds, Partial Nominal Value Realisation Proceeds or Nominal Value Amount should not be specified as the Security Termination Amount if MTM Collateralisation or Partial MTM Collateralisation have been specified in paragraph (d) above*] [*Only specify Security MTM Termination Amount where Part B of Annex 13 applies or Collateral Security Condition 9 of Part C of Annex 13 applies*]
H.	Priority of Payments:	[Not applicable]/Holder Priority of Payments, Swap Counterparty Priority of Payments, Repo Counterparty Priority of Payments, Unwind Priority of Payments [*specify*] [*NB The same Priority of Payments must apply to each series of Secured Securities secured by the same Collateral Pool*][*Specify not applicable if Part B or Part C of Annex 13 applies*]
I.	Additional or Alternative Security Agreement(s):	[None]/[*Specify details including governing law*]
J.	Limited Diversification:	[Applicable/Not applicable]
K.	Collateral Valuation Dates:	[*specify*]/[None]
L.	Collateral Calculation Agent:	[BNP Paribas Arbitrage S.N.C.]/[BNP Paribas]/[*specify*]/[Not applicable]
M.	Collateral Custodian:	[BNP Paribas Securities Services, Luxembourg Branch]/[*specify*]
N.	Collateral Agent:	[BNP Paribas Trust Corporation UK Limited]/[*specify*]
O.	Swap Agreement:	[Applicable/Not applicable]
P.	Swap Counterparty:	[BNP Paribas] [Not applicable]/[*specify*]
Q.	Repurchase Agreement:	[Applicable/Not applicable]
R.	Repo Counterparty:	[BNP Paribas Arbitrage S.N.C.]/[BNP Paribas] [Not applicable]/[*specify*]
S.	(i) Collateral Asset Default:	[Applicable]/[Not applicable] [Collateral Asset Default] [Collateral Asset Issuer Default] [Collateral Default Event] *(NB: Collateral Asset Issuer Default may only be specified if*

			Part A of Annex 13 is applicable and Collateral Default Event may only be specified where Part B of Annex 13 is applicable. Delete if Collateral Asset Default is not applicable) [Collateral Physical Settlement: [Applicable/Not applicable]] [Disruption Cash Redemption Amount: *specify if Collateral Physical Settlement is applicable*]/[[Default Redemption]/[Option Value Redemption] is applicable.
	(ii)	Hedging Failure:	[Applicable]/[Not applicable]
T.	Collateral Security Credit Certificates:		[Collateral Security Condition 8 in [Part B][Part C] of Annex 13 is applicable and the Secured Securities are Collateral Security Credit Securities]/[Not applicable] [*If not applicable delete the remaining sub paragraphs of this paragraph*]
	(i)	Redemption Date:	[*specify*]
	(ii)	Reference Entity:	[*specify*]
	(iii)	Terms relating to Settlement:	[As per Collateral Security Condition 8]
	(iv)	Accrual of Interest upon Credit Event:	[As per Collateral Security Condition 8.3(a)(i)]/[As per Collateral Security Condition 8.3(a)(ii)]/[Not applicable]
U.	Collateral Asset Linked Securities:		[[[Collateral Security Condition [9] [10] of] Part B of Annex 13] [Collateral Security Condition 9 of Part C of Annex 13] is applicable and the Secured Securities are Collateral Asset Linked Securities]/[Not applicable] [*If not applicable delete the remaining sub paragraphs of this paragraph*]
	(i)	Initial Posting Date:	[Issue Date]/[*specify*]
	(ii)	Distributor:	[*specify*]/[None]
	(iii)	MTM Adjustable Assets:	[*specify*]/[*Include ISINs where applicable*] [*NB must also constitute Eligible Collateral*]/[Not applicable] [NB "Not applicable" to be specified only in respect of Nominal Value Collateral Asset Linked Securities or Partial Nominal Value Collateral Asset Linked Securities]
	(iv)	Reference Collateral Assets:	[*specify*]/[*Include ISINs where applicable*][*NB must also constitute Eligible Collateral*]
	(v)	Reference Collateral Assets Issuer:	[*specify*]
	(vi)	Reference Delivery Amount:	[As per Conditions]/[*specify*]
	(vii)	Security MTM ermination Amount:	[Realisation Proceeds Share]/[*specify*]
	(viii)	Scheduled Underlying Reference Linked	[Interest Amount(s)]/[*specify*]/[Not applicable]

		Payment(s):	
85.	Nominal Value Repack Securities:		[Applicable – Part D of Annex 13 (Additional Terms and Conditions for Secured Securities) will apply/Not applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)(Specify not applicable if the Securities are Secured Securities but Part A, B or C of Annex 13 applies, in which case complete paragraph 77)* The Securities are [Credit] Nominal Value Repack Securities
	A.	Collateral Pool:	[*Specify*]
	B.	Type of Collateral Pool:	[Single Series Pool/Multiple Series Pool]
	C.	Collateral Assets:	
		(i) Specified Reference Collateral Assets:	[The "Reference Collateral Assets" in respect of the series of Secured Securities are:[[*specify/include name of securities*] [issued by [●] (the "RCA Issuer") with ISIN: [●]] [The Eligible Collateral Issuer Obligations] /[Specified Obligations]/[The Repo Collateral Securities]
		(ii) Initial Posting Date:	[Issue Date]/[*specify*] [Settlement Grace Period is applicable where the Reference Collateral Assets Grace Period is [*specify*] Business Days]
	D.	Type of collateralisation:	[Nominal Value Collateralisation] / [Partial Nominal Value Collateralisation] [-Collateralisation Level is equal to [*specify*]][*NB - where Partial Nominal Value Collateralisation is applicable, specify level*] [Group Collateralisation is not applicable.] [*Delete where Group Collateralisation is applicable*]
	E.	Type of enforcement:	Physical Delivery of Collateral is [applicable:] [not applicable] [Disruption Cash Redemption Amount is equal to [●]] [Collateral Settlement Disruption Period is [as set out in Collateral Security Condition 1][specify][*Delete if Physical Delivery of Collateral is not applicable*]
	F.	Security Termination Amount:	[Nominal Value Realisation Proceeds]/[Partial Nominal Value Realisation Proceeds]/[Realisation Proceeds]/ [Physical Delivery of Collateral]
	G.	Priority of Payments:	[Holder Priority of Payments] /[Swap Counterparty Priority of Payments] /[Swap Counterparty Priority of Payments – Subordination Flip] /[Repo Counterparty Priority of Payments]
	H.	Additional or Alternative Security Document(s):	[None]/[*Specify details including governing law*] [The Pledge Agreement will be governed by [*specify*] law] [*Insert where Pledge Agreement governed by a law other than Luxembourg law*]
	I.	Security Trustee:	[BNY Mellon Corporate Trustee Services Limited]/ [*specify*]

J.	Secured Parties:			[As set out in Collateral Security Condition 1]/[*specify*]
K.	Collateral Calculation Agent:			[As set out in Collateral Security Condition 1] [*specify*]
L.	Collateral Custodian:			[BNP Paribas Securities Services, Luxembourg Branch]/ [*specify*]
M.	Related Agreement[s]:			[Applicable/Not applicable] [*Delete remaining sub-paragraphs if not applicable*]
	(i)	Swap Agreement:		[Applicable/Not applicable][*Delete remaining sub-paragraphs if not applicable*]
		–	Swap Counterparty:	[BNP Paribas] /[*specify*]
		–	Credit Support Document:	[As set out in Collateral Security Condition 1]/[*specify*]/ [Not applicable]
		–	Swap Agreement Termination Payment:	[Recovery Access: [Applicable][Not applicable]]
	(ii)	Repurchase Agreement:		[Applicable/Not applicable]
		–	Repo Counterparty:	[BNP Paribas] / [Not applicable]/[*Specify*]
		–	Repo Collateral Securities	[*Specify*]
	(iii)	Collateral Exchange Agreement:		[Applicable/Not applicable]
		–	Collateral Exchange Counterparty:	[BNP Paribas]/[*Specify*]
		–	Replacement Collateral Assets:	[*Specify*]
		–	Over Collateralisation Level:	[*Specify*]
N.	Early Redemption Events:			[The following Early Redemption Event[s] will apply to the Securities: [Annex Early Redemption Event;] [Asset Payment Default Event;] [Asset Default Event;] [Asset Redemption Event;] [Asset Payment Shortfall Event;]

[CDS Credit Event;]

[MTM Trigger Redemption Event;]

[RCA Change in Law Event;]

[RCA Regulatory Event;]

[RCA Repudiation/Moratorium Event;]

[RCA Restructuring Event;]

[RCA Tax Event;]

[RCA Issuer Bankruptcy Event;]

[RCA Issuer/Parent Bankruptcy Event;]

[RCA Issuer/Parent Payment Default Event;]

[RCA Issuer/Parent Restructuring Event;]

[RCA Issuer/Parent Governmental Intervention Event;]

[RCA Issuer/Parent Obligation Acceleration Event;]

[RCA Issuer/Parent Repudiation/Moratorium Event;] [and]

[Related Agreement Termination Event;]

[will apply in respect to the following RCA Reference Entity[ies]/:[*Specify*][*Include wording listing the relevant Early Redemption Events from list above where different Early Redemption Events apply to different RCA Reference Entities*.]

[and] [Early Redemption Scenario [1, 2, 3] will apply [in respect to the following RCA Reference Entity[ies]/:[*Specify*].] [*Include wording specifying the relevant Early Redemption Scenario where different Early Redemption Scenarios apply to different RCA Reference Entities*]

(i)	Event Trigger Date:	[As set out in Collateral Security Condition 1] [*specify*]
(ii)	RCA Reference Entity:	[RCA Issuer;] [RCA Parent;] [RCA Guarantor;] [Specified Reference Entity;] [and] [Eligible Collateral Issuer;]
(iii)	Terms relating to Settlement:	Collateral Physical Settlement is [not] applicable. [Disruption Cash Redemption Amount is equal to [●].]]
(iv)	Accrual of Interest upon Early Redemption Event:	[As per Collateral Security Condition 6.1(a)(i)]/[As per Collateral Condition Security Condition 6.1(b)]/[As per Collateral Security Condition 6.1(a)(ii)]/[Not applicable]
(v)	Reference	

Obligation(s):

The obligation identified as follows:

Primary Obligor:			[●]
Guarantor:			[●]
Maturity:			[●]
Coupon:			[●]
CUSIP/ISIN:			[●]
Original Issue Amount			[●]
			[The obligation specified as the Reference Obligations above shall be the Original Non-Standard Reference Obligation notwithstanding that such obligation is not an obligation of the RCA Reference Entity, and notwithstanding any contrary provision of the definition of "Original Non-Standard Reference Obligation" (and, for the avoidance of doubt, paragraph (a) of the definition thereof applies).] [*Delete if not applicable or if Reference Obligation above is an obligation of the RCA Reference Entity*]
Standard Reference Obligation:			[Applicable/Not applicable/[●]
	(vi)	Seniority Level:	[Senior Level]/[Subordinated Level]/[●]
	(vii)	Default Requirement:	[Specify]/[Not applicable] [*Specify not applicable if Transaction Type is specified*]
	(viii)	Payment Requirement:	[*Specify*]/ [Not applicable] [*Specify not applicable if Transaction Type is specified*]
	(ix)	Transaction Type:	[*Specify*] [Not applicable]
O.	SB/JGB Repackaging:		[Applicable/Not applicable] [*Delete remaining sub-paragraphs if not applicable*]
	(i)	Specified Reference Entity:	[Applicable – [specify]]/[Not applicable]
	(ii)	Transaction Type for Specified Reference Entity:	[*Specify*][Not applicable]
	(iii)	Eligible Collateral Issuer:	[Applicable- [specify]]/[Not applicable]
	(iv)	Transaction Type for Eligible Collateral Issuer:	[*Specify*][Not applicable]
	(v)	Eligible Collateral Issuer Obligations:	[*Specify*][Not applicable]
	(vi)	Specified Obligations:	[*Specify*] [Reference Obligations] [Not applicable]

(vii)	[Obligation Category:	[In respect of the Obligations of the Specified Reference Entity: [*Specify*] [In respect of the Obligations of the Eligible Collateral Issuer:] [*Specify*] [Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan]]
(viii)	Obligation Characteristics:	[In respect of the Obligations of the Specified Reference Entity: [*Specify*] [In respect of the Obligations of the Eligible Collateral Issuer:] [*Specify*] [Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance][Financial Reference Entity Terms] [All Guarantees][*Delete if not applicable*]
(ix)	Calculation Date:	[As specified in Collateral Security Condition 1] / [*Specify*]
(x)	Default Requirement:	[*Specify*]
(xi)	Payment Requirement:	[*Specify*]
(xii)	Reference Collateral Credit Event(s):	[Specify] [*Where different Reference Collateral Credit events are applicable in respect of the Specified Reference Entity and the Eligible Collateral Issuer, list these separately*] [In respect of the Specified Reference Entity]: [*specify* applicable Reference Collateral Credit Event(s)] [In respect of the Eligible Collateral Issuer]: [*specify* applicable Reference Collateral Credit Event(s)] [Bankruptcy] [Failure to Pay] [Restructuring][-Multiple Holder Obligation is not applicable][*Delete where Multiple Holder Obligation is applicable*] [Repudiation/Moratorium] [Obligation Acceleration] [Obligation Default] [Governmental Intervention] [*Specify where Repudiation//Moratorium Extension is applicable or Multiple Holder Obligation is not applicable in respect of the Specified Reference Entity/the Eligible Collateral Issuer*]
(xiii)	Publicly Available Information:	[Applicable]/[Not applicable]

	(xiv)	Multiple Credit Events:	[Applicable]/[Not applicable]
	(xv)	Method of early redemption:	[Collateral Security Condition 5.9]/[Collateral Security Condition 5.10] is applicable: [Standard]/[Payment of Reference Price]/[Delivery of Specified Obligations] [*Specify as applicable*]
	(xvi)	Method of calculating Reference Price:	[Average Market]/[Highest]/[Average Highest]
	(xvii)	Specified Number of Dealers:	[Specify]
	(xviii)	Minimum Number of Quotations:	[Specify]
P.	MTM Trigger Redemption Event:		[Swap MTM Event] [Reference Collateral Assets MTM Event] [Secured Securities MTM Event] [Applicable / Not applicable][*Delete remaining sub-paragraphs if not applicable*]
	(i)	MTM Trigger Valuation Method:	[Calculation Agent Valuation] [Dealer Poll Valuation]
	(ii)	Collateral Trigger Percentage:	[[●] per cent.]
Q.	Collateral Substitution:		[Applicable]/[Not applicable] [*Delete remaining sub-paragraphs if not applicable*] [Notice of Substitution is applicable]
	(i)	Dual Substitution:	[Applicable]/[Not applicable]
	(ii)	Single Substitution:	[Applicable]/[Not applicable]
	(iii)	Alternative Substitution:	[Applicable]/[Not applicable] [*Specify replacement assets which will be substituted*]
R.	Deferral of payments:		[Applicable]/[Not applicable]
S.	Market Value Put Option:		[Applicable]/[Not applicable] [*Delete remaining sub-paragraphs if not applicable*]
	–	Holder's Option Period	[Specify]/[Not applicable]

[**THIRD PARTY INFORMATION**

[[*Relevant third party information*], has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced from information published by [●].]]

The Programme amount is unlimited.

Responsibility

The Issuer accepts full responsibility for the information contained in this Pricing Supplement except as otherwise stated herein. To the best of the knowledge and belief of the Issuer the information contained in this Pricing Supplement is in accordance with the facts and does not omit anything which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made. This Pricing Supplement contains all information required by applicable law and the [debt] listings requirements of the JSE.

Signed on behalf of the Issuer:

By: ____

Duly authorised

By: ____

Duly authorised

PART B – OTHER INFORMATION

1. Listing and Admission to trading

(i)	Listing and admission to trading:	[The Notes are unlisted.]/[Application has been made to list the Notes on [*specify market – which must not be a regulated market*] and to admit the Notes for trading on [●] [with effect from [●]] (*Where documenting a fungible issue need to indicate that original Notes are already admitted to trading*)
(ii)	Estimate of total expenses related to admission to trading:	[●] [Not applicable]

2. Ratings

[The Notes to be issued [have been]/[are expected to be] rated [*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies).*] [*Insert details clarifying when the rating will next be reviewed*.]

[The Notes have not been rated.]

[*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider:*

[●]

3. [*Floating Rate Notes only* – Historic Interest Rates

[Details of historic [LIBOR/EURIBOR] rates can be obtained from [Reuters].]

4. [Performance of Rates of Exchange/Index/ Share/ Commodity/ Inflation/ Foreign Exchange Rate/ Fund/ Reference Entity/ Entities/ ETI Interest/ Formula, Explanation of Effect on Value of Investment and Associated Risks and Other Information concerning the Underlying Reference

Need to include details of where past and further performance and volatility of the index/formula/commodity/rates/reference entity/fund/other variables can be obtained.]

5. OPERATIONAL INFORMATION

(i)	ISIN:	[●]
(ii)	Common Code:	[●]
(iii)	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg approved by the Issuer and the Principal Paying Agent and the relevant identification number(s):	Strate Proprietary Limited (the "**CSD**")
(iv)	Delivery:	Delivery [against/free of] payment
(v)	Additional Paying Agent(s)	[Not applicable/*give name*]

	(if any):	
(vi)	[CMU Instrument No.:	Not applicable/[●]]
(vii)	[CMU Lodging Agent:	Not applicable/[●]]
(viii)	[CMU Paying Agent:	Not applicable/[●]]
(ix)	Intended to be held in a manner which would allow Eurosystem eligibility[15]:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs[16] as Common Safekeeper [(and registered in the name of a nominee of one of the ICSDs acting, as Common Safekeeper,] [*include this text for Registered Notes*] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.][*include this text if "yes" selected in which case the Notes must be issued in NGN form*] /[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][*include this text for registered notes*]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

15 See Part A - 65 "Form of Notes - New Global Note".
16 The International Central Securities Depositories (i.e. Euroclear S.A./N.V. and Clearstream Banking, société anonyme.

6. [Description of Collateral Assets: Assets meeting the criteria in the table set out below under the headings "Eligible Collateral" and "Other information" shall constitute Collateral Assets:] [17]

	Eligible Collateral	*Other information*
[(A)]	[A pool of] [D]/d]ebt securities [issued and guaranteed by [ ] with a minimum eligible rating of [*specify*] whose issuer or guarantor must be incorporated in [*specify*] and which must be traded on [*specify relevant regulated markets*]	
[(B)]	A pool of equity securities with a minimum eligible rating of [*specify*] the issuer or guarantor of which must be incorporated in [*specify*] and which must be traded on [*specify relevant regulated markets*]	
[(C)]	A pool of shares, units or interests in Collective Investment Schemes the issuer of which must be incorporated in [*specify*], the regulatory authority of which must be [*specify*] and which have minimum assets under management of [*specify*]	
[(D)]	Cash deposit denominated in [*specify currency*] (the "Eligible Currency")	
[(E)]	[*Specify details of other Collateral Assets where applicable*]	

7. Description of Charged Assets[18]

(i) Charged Asset Structure: [Charged Asset Structure 1]/[Charged Asset Structure 2]/[Charged Asset Structure 3]/[Charged Asset Structure 4]/[Charged Asset Structure 5]/[Charged Asset Structure 6]/is applicable.

[*Where a Charged Asset Structure is applicable replicate the applicable information/relevant paragraphs from the applicable Charged Asset Structure as set out in the Base Prospectus and complete the appropriate Variable Information for the Charged Asset Structure*]:

(ii) Amount of the Specified Reference Collateral Assets: [Collateralisation Nominal Amount] [*Specify if other*]

17 Insert where Parts A, B or C of Annex 13 apply and information is not included in paragraph 77 of Part A of the Final Terms. Delete otherwise.]

18 Insert where Part D of Annex 13 is applicable.

(iii)	Credit Support Structure:	[Credit Support Structure 1]/[Credit Support Structure 2]/[Credit Support Structure 3]/[Credit Support Structure 4]/ [Credit Support Structure 5][is/are applicable] [Not applicable] *Complete applicable items below*: Credit Support Valuation Agent:[*Swap Counterparty*] [*specify]/delete if not applicable*]. Margin Delivery Date: [*specify]/delete if not applicable*]. Minimum Transfer Amount: [*specify]/delete if not applicable*]. Over Collateralisation Level:[*specify if other than 100%; otherwise delete*] Repo Transaction Valuation Date: [*specify]/delete if not applicable*]. Support Percentage: [*specify]/delete if not applicable*]. Swap Agreement Valuation Date: [*specify]/delete if not applicable*]. Exchange Value: [*specify if amounts in addition to Value of Received Collateral is applicable*] Exchange Margin Calculation Value: [*specify if amounts in addition to Value of Received Collateral is applicable*] Exchange Transaction Valuation Date: [*specify]/delete if not applicable*]. Value: [*specify if other than market value; otherwise delete*] Swap Counterparty Collateral: [*specify*]
(iv)	Loan to value ratio or level of collateralisation of the Specified Reference Collateral Assets:	[*specify*]
(v)	Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets:	[Applicable / Not applicable] For the purposes of Charged Asset Structure [1][2][3][4][5][6]: [the counterparty to the Swap Agreement is [BNP Paribas] (the "Swap Counterparty").] [the counterparty to the Collateral Exchange Agreement is: [*specify*] (the "Collateral Exchange Counterparty").] [the counterparty to the Repurchase Agreement is [*specify*] (the "Repo Counterparty").]

		[the issuer of Reference Collateral Assets (is [*specify*] (the "RCA Issuer").] [*Where an obligor has securities already admitted to trading on a regulated or equivalent market or the obligations are guaranteed by an entity admitted to trading on a regulated or equivalent market, insert the name, address, country of incorporation, nature of business and name of the market in which its securities are admitted so far as the Issuer is aware and/or is able to ascertain from information published by the obligor(s)*]
(vi)	Any relationship that is material to the issue between the Issuer, guarantor (if applicable) and obligor under the Charged Assets:	[*Applicable / Not applicable*] [*If applicable, provide details of the principal terms of that relationship*] [*specify[which is the [insert capacity/capacities] under the Notes*]
(vii)	Charged Assets comprising obligations that are not admitted to trading on a regulated or equivalent market:	[*Applicable / Not applicable*] [See paragraph entitled "Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets" above where the applicable Charged Asset Structure is specified]
(viii)	Charged Assets comprising obligations that are admitted to trading on a regulated or equivalent market:	[*Applicable / Not applicable*] [*If applicable, indicate the following:* *(a) a description of the securities;* *(b) a description of the market on which they are traded including its date of establishment, how price information is published, an indication of daily trading volumes, information as to the standing of the market in the country and the name of the market's regulatory authority;* *(c) the frequency with which prices of the relevant securities are published.]* (Complete in conjunction with relevant provisions above) [See paragraph entitled "Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets" above]
(ix)	Names, addresses and significant business activities of the originators of the Collateral Assets:	[*Applicable / Not applicable*] [*If applicable, provide details*]

(x)	Name, address and significant business activities of the Calculation Agent, together with a summary of the Calculation Agent's responsibilities, its relationship with the originator or the creator of the assets forming the Charged Assets:	[*Specify*]
(xi)	Names and addresses and brief description of the banks with which the main accounts relating to the series are held:	Not applicable
(xii)	Information concerning the Charged Assets reproduced from a source published by a third party:	[*Applicable / Not applicable*] [*If applicable: So far as the Issuer is aware and is able to ascertain from information published by [specify], no facts have been omitted which would render the reproduced information misleading.*]
(xiii)	Legal jurisdiction by which the Charged Assets are governed:	[*Insert jurisdiction*]
(xiv)	Expiry or maturity date(s) of the Charged Assets:	[*The Maturity Date/specify other*]

<u>Disclosure Requirements in terms of Paragraphs 3(5) of the Commercial Paper Regulations in relation to these Notes issued by BNPP B.V., as at the date of this Pricing Supplement</u>

Paragraph 3(5)(a)

[*The ultimate borrower is the Issuer.*]

Paragraph 3(5)(b)

[*The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments, thereby reflecting the adequacy of the liquidity and solvency of the Issuer.*]

Paragraph 3(5)(c)

[*The auditors of the Issuer are [●].*]

Paragraph 3(5)(d)

[*As at the Issue Date:*

(i) *the Issuer has issued ZAR[●] (excluding this Series) commercial paper (as defined in the Commercial Paper Regulations) in ; and*

(ii) *to the best of the Issuer's knowledge and belief, the Issuer estimates that it will issue commercial paper (as defined in the Commercial Paper Regulations) up to an amount of ZAR[●] during the current financial year ending [●].*]

Paragraph 3(5)(f)

[*There has been no material adverse change in the Issuer's financial position since the date of its last audited financial statements.*]

Paragraph 3(5)(g)

[*This Series of [●] will be listed on the [Main Board/Interest Rate Market] of the JSE.]*

Paragraph 3(5)(h)

[*The proceeds of the issue of this Series of [●] will be applied by the Issuer for its general corporate purposes.]*

Paragraph 3(5)(i)

[*The obligations of the Issuer in respect of this Series of [●] are [un/secured], [however, they are guaranteed by the Guarantor.]*]

Paragraph 3(5)(j)

[[●] ***HAVE CONFIRMED THAT, BASED ON THEIR PROCEDURES PERFORMED, NOTHING HAS COME TO THEIR ATTENTION WHICH INDICATES EACH OF THE ISSUERS WILL NOT COMPLY IN ALL RESPECTS WITH THE RELEVANT PROVISIONS OF THE COMMERCIAL PAPER REGULATIONS.***

ANNEX – ANNEX FOR CREDIT SECURITIES

[●]

SCHEDULE 2

FORM OF PRICING SUPPLEMENT (WARRANTS)

[FORM OF] PRICING SUPPLEMENT FOR WARRANT SECURITIES

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Warrant Securities issued under the Programme.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF WARRANT SECURITIES DESCRIBED BELOW

PRICING SUPPLEMENT DATED [●]

[BNP Paribas Arbitrage Issuance B.V.

(incorporated in The Netherlands)
(as Issuer)]

[BNP Paribas

(incorporated in France)
(as [Issuer] [Guarantor])]

[BNP Paribas,

acting through its South Africa Branch

(as Issuer)]

under the Note, Warrant and Certificate Programme

[insert title of Securities]

Series: [ ]

ISIN: [ ]

[BNP Paribas Arbitrage S.N.C.
(as Manager)]

ISSUANCE OF SOUTH AFRICAN SECURITIES BY [BNP PARIBAS ARBITRAGE ISSUANCE B.V. / BNP PARIBAS/ BNP PARIBAS, ACTING THROUGH ITS SOUTH AFRICA BRANCH] UNDER THE NOTE, WARRANT AND CERTIFICATE PROGRAMME (THE "PROGRAMME") HAS BEEN APPROVED BY JSE LIMITED ("JSE"), A LICENSED FINANCIAL EXCHANGE IN TERMS OF THE SOUTH AFRICAN FINANCIAL MARKETS ACT, 2012 ON [ ].

[*Insert any specific additional risk factors, if appropriate*]

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus in respect of Warrants dated 9 June 2016 [, [the][each] Supplement[s] to the Base Prospectus published and approved on or before the date of this Pricing Supplement (copies of which are available as described below) and any other Supplement to the Base Prospectus which may have been published before the issue of any additional amount of Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published after the date of this Pricing Supplement and (ii) provide for any change to the Conditions of the Securities such changes shall have no effect with respect to the Conditions of the Securities to which this Pricing Supplement relate)] (the "**Base Prospectus**") read together with the placement document, dated 1 September 2016 (the "**JSE Placement Document**"), prepared by the Issuers for purposes of listing South African Securities on the Interest Rate Market or the Main Board of the JSE Limited (the "**JSE**"). This document constitutes the Pricing Supplement of the Securities described herein and must be read in conjunction with the Base Prospectus as supplemented by the JSE Placement Document. Full information on [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas] (the "**Issuer**") [[BNP Paribas] (the "**Guarantor**")] and the Securities is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. [The Base Prospectus [and any Supplement(s) to the Base Prospectus] [and this Pricing Supplement] [is/are] available for viewing at [address] [and] [website] and copies may be obtained free of charge at the specified offices of the South African Transfer Agent.]]

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated [*original date*] [, [the][each] Supplement[s] to it published on or before the date of this Pricing Supplement (copies of which are available as described below) and any other Supplement to it which may have been published before the issue of any additional amount of Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published and approved after the date of this Pricing Supplement and (ii) provide for any change to the Conditions of the Securities such changes shall have no effect with respect to the Conditions of the Securities to which this Pricing Supplement relates)] which are incorporated by reference in the Base Prospectus dated [*current date*]. This document constitutes the Pricing Supplement of the Securities described herein and must be read in conjunction with the Base Prospectus in respect of Warrants dated [*current date*] [and any Supplement[s] to it], (the "**Base Prospectus**"), including the Conditions incorporated by reference in the Base Prospectus read together with the placement document, dated 1 September2016 (the "**JSE Placement Document**"), prepared by the Issuers for purposes of listing South African Securities on the Interest Rate Market or the Main Board of the JSE Limited (the "**JSE**"). Full information on [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas] / [BNP Paribas, acting through its South Africa Branch] (the "**Issuer**") [[BNP Paribas] (the "**Guarantor**")] and the Securities is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus as supplemented by the JSE Placement Document . [The Base Prospectus [and any Supplement[s] to the Base Prospectus] [and this Pricing Supplement] [is/are] available for viewing at [address] [and] [website] and copies may be obtained from [*address*].

[*Include whichever of the following apply or specify as "Not applicable" (N/A). Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or sub paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Pricing Supplement. However, such numbering may change where individual paragraphs or sub-paragraphs are removed.*]

References herein to numbered Conditions are to the terms and conditions of the relevant series of Securities and words and expressions defined in such terms and conditions shall bear the same meaning in this Pricing Supplement in so far as they relate to such series of Securities, save as where otherwise expressly provided.

This Pricing Supplement relates to the series of Securities as set out in "Specific Provisions for each Series" below. References herein to "**Securities**" shall be deemed to be references to the relevant Securities that are the subject of this Pricing Supplement and references to "**Security**" shall be construed accordingly.

SPECIFIC PROVISIONS FOR EACH SERIES

SERIES NUMBER	NO. OF SECURITIES ISSUED	NO OF SECURITIES	[NO. OF WARRANTS PER UNIT]	ISIN/ [ ][1]	COMMON CODE	ISSUE PRICE[2] PER [SECURITY/ UNIT]	[CALL/ PUT	[EXERCISE PRICE	[[SCHEDULED]] REDEMPTION DATE	EXERCISE [PERIOD/ DATE]	[SHARE AMOUNT/ DEBT SECURITY AMOUNT]	[PARITY	[*Insert other variable*]
[●]	[●]	[Up to] [●]	[●]	[●]	[●]	[[insert currency] [●]]	[call/ put]	[[insert currency] [●]]/[Warrant@Work Exercise Price]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[Up to][●]	[●]][3]	[●]	[●]	[[insert currency] [●]]	[call/ put]]	[[insert currency] [●]]/[Warrant@Work Exercise Price]][4]	[●	[●]	[●]	[●]]	[●]

(*Where the Pricing Supplement cover more than one series of Securities, the table above should be completed for all variables which will differ across the different series of Securities. The relevant line item for any such variable in the General Provisions below should include the following language: "See the Specific Provisions for each Series above".)*

GENERAL PROVISIONS

The following terms apply to each series of Securities:

1.	Issuer:	[BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas]/[BNP Paribas, acting through its South Africa Branch]
2.	[Guarantor:	[BNP Paribas]
3.	Trade Date:	[*specify*]
4.	Issue Date:	[*specify*]
5.	Consolidation:	The Securities are to be consolidated and form a single series with the [*insert title of relevant series of Securities*] issued on [*insert issue date*]/[Not applicable]
6.	Type of Securities:	(a) Warrants
		(b) The Securities are [Index Securities/Share Securities/ETI Securities[5]/Debt Securities/Commodity Securities[6]/Inflation Index Securities[7]/Currency Securities[8]/Fund Securities[9]/Futures Securities[10]/Underlying Interest Rate Securities/Credit

[1] DTC: CUSIP – include for U.S. Securities.

[3] Include if applicable.

[5] ETI Securities or Hybrid Securities containing an ETI component cannot be U.S. Securities unless offered pursuant to an applicable U.S. Wrapper to this Base Prospectus.

[6] Commodity Securities or Hybrid Securities containing a commodity component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

[7] Inflation Index Securities or Hybrid Securities containing an inflation component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

[8] Currency Securities or Hybrid Securities containing a currency component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

[9] Fund Securities or Hybrid Securities containing a fund component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

[10] Futures Securities or Hybrid Securities containing a Futures component cannot be U.S. Securities unless offered pursuant to an applicable U.S. Wrapper to this Base Prospectus.

Securities[11]/Hybrid Securities[12]/[*specify other type of Security*]].

The Warrants are [European/American/(specify other)] Style Warrants. (*N.B. Finnish, Swedish and Danish Dematerialised Warrants may only be European Style Warrants*)

Automatic Exercise [applies/does not apply]. (*N.B. Automatic Exercise may only apply in relation to Cash Settled Warrants/Automatic Exercise will always apply to CREST Dematerialised Warrants, Swedish Dematerialised Warrants, Danish Dematerialised Warrants, Finnish Dematerialised Warrants and Italian Dematerialised Warrants*).

[The provisions of Annex 2 (Additional Terms and Conditions for Index Securities) shall apply.] [The provisions of Annex 3 (Additional Terms and Conditions for Share Securities) shall apply.] [The provisions of Annex 4 (Additional Terms and Conditions for ETI Securities) shall apply.] [The provisions of Annex 5 (Additional Terms and Conditions for Debt Securities) shall apply.] [The provisions of Annex 6 (Additional Terms and Conditions for Commodity Securities) shall apply.] [The provisions of Annex 7 (Additional Terms and Conditions for Inflation Index Securities) shall apply.] [The provisions of Annex 8 (Additional Terms and Conditions for Currency Securities) shall apply.] [The provisions of Annex 9 (Additional Terms and Conditions for Fund Securities) shall apply.] [The provisions of Annex 10 (Additional Terms and Conditions for Futures Securities) shall apply.] [The provisions of Annex 11 (Additional Terms and Conditions for Underlying Interest Rate Securities) shall apply] [The provisions of Annex 12 (Additional Terms and Conditions for Credit Securities) shall apply.]

[Warrant@Work Warrants Applicable:

Option Hedging Date: [●]

Warrant Exercise Fee: [●]]

Unwind Costs: [Applicable]/[Not applicable]

[Waiver of Set-Off: Not applicable]

7.	Form of Securities:	[Listed Warrants issued in uncertificated form and held in the CSD/certificated form]
8.	[Last Day to Register:]	By 17h00 (Johannesburg time) on [□]
9.	[Books Closed Period:]	[The relevant South African Register will be closed from [•] to [•] and from [•] to [•] (all dates inclusive) in each [year] up to and including the Maturity Date/The 10 (ten) calendar days

[11] Credit Securities or Hybrid Securities related to the credit of a specified reference entity cannot be U.S Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

[12] Hybrid Securities that contain an ETI, commodity, inflation index, currency, fund or futures component or are linked to the credit of a specified reference entity cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

		immediately succeeding the Last Day to Register]
10.	[Record Date:]	[□]
11.	[Last Day to Trade:]	[□]
12.	[Ex-Date:]	[□]
13.	[Finalisation Date:]	[□]
14.	[Declaration Date:]	[□]
15.	Business Day Centre(s):	The applicable Business Day Centre[s] for the purposes of the definition of "Business Day" in Condition 1 [is/are] [●].
16.	Settlement:	Settlement will be by way of [cash payment (Cash Settled Securities)] [and/or] [physical delivery (Physical Delivery Securities)]. (*N.B. Swedish Dematerialised Securities, Finnish Dematerialised Securities, Danish Dematerialised Securities and Italian Dematerialised Securities may only be Cash Settled Securities*)
17.	Rounding Convention for Cash Settlement Amount:	[Rounding Convention 1]/[Rounding Convention 2]/[Not applicable]
18.	Variation of Settlement:	
	(a) Issuer's option to vary settlement:	The Issuer [has/does not have] the option to vary settlement in respect of the Securities.[13] (*N.B. the Issuer's option to vary settlement is not applicable to Swedish Dematerialised Securities, Danish Dematerialised Securities, Finnish Dematerialised Securities or Italian Dematerialised Securities*) (*N.B. If the Issuer does not have the option to vary settlement in respect of the Securities, delete the sub-paragraphs of this paragraph 18*)
	(b) Variation of Settlement of Physical Delivery Securities:	[Notwithstanding the fact that the Securities are Physical Delivery Securities, the Issuer may make payment of the Cash Settlement Amount on the Settlement Date, and the provisions of Condition 5 will apply to the Securities/The Issuer will procure delivery of the Entitlement in respect of the Securities and the provisions of Condition 5 will not apply to the Securities. Any Physical Delivery for U.S. Securities must be made in compliance with the Securities Act and the Exchange Act.]
19.	Final Payout	
	[ETS Payouts	**[Investment Products:**

[Yield Enhancement Products:

[ETS Final Payout 1200

[*Insert related provisions from Conditions.*]]

13 Not applicable for U.S. Securities, unless physical delivery can be in compliance with U.S. Securities laws.

[ETS Final Payout 1240/4

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/1

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/4

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/6

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/7

[*Insert related provisions from Conditions.*]]]

[Participation Products:

[ETS Final Payout 1300]

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1320/1

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1320/3

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1399

[*Insert related provisions from Conditions.*]]]]

[Leverage Products:

[ETS Final Payout 2100

[*Insert related provisions from Conditions.]*

[ETS Final Payout 2110/1

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2110/2

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2110/3

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2110/4

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2200/1

[*Insert related provisions from Conditions.*]]

[*ETS Final Payout 2200/2*

[*Insert related provisions from Conditions.*]]]

[*Constant Leverage Products:*

[ETS Final Payout 2300/1

[*Insert related provisions from Conditions*]]

[SPS Payouts	[**SPS Fixed Percentage Securities:**

[*Insert formula and other related provisions from Payout Conditions*]]

[SPS Reverse Convertible Securities

[SPS Reverse Convertible Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[SPS Reverse Convertible Standard Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[SPS Vanilla Products

[Vanilla Call Securities:

[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]

[Vanilla Call Spread Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Put Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Put Spread Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Digital Securities:

[*Insert formula and other related provisions from Payout Conditions.*]]

[[Knock-in / Knock-out] Vanilla Call Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Asian Products

[Asian Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Asian Spread Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Himalaya Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Auto-Callable Products

[Autocall Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Autocall Standard Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Autocall One Touch Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[**Indexation Products**

[Certi Plus: Booster Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Certi Plus: Bonus Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Leveraged Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Twin Win Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Certi Plus: Super Sprinter Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Certi Plus: Generic Knock-in Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

		[Certi Plus: Generic Knock-out Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]
		[Ratchet Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]
		[Sum Securities: [*Insert formula and related provisions from Payout Conditions.*]]
		[Option Max Securities: [*Insert formula and related provisions from Payout Conditions.*]]
		[Stellar Securities: [*Insert formula and related provisions from Payout Conditions.*]]
		[Driver Securities: [*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]
		[Maximum Final Payout: [●]/Not applicable]
		[Minimum Final Payout: [●]/Not applicable]
	[FI Payouts	[FI FX Vanilla Securities: [*Insert formula and related provisions from Payout Conditions*]]
		[FI Digital Floor Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]
		[FI Digital Cap Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]
		[FI Digital Plus Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]
		[FI Inflation Securities: [*Insert formula and related provisions from Conditions*]]
	Reference Value:	[[currency][amount]/[Not applicable]]
	Aggregation:	[Applicable / Not applicable]
		[Not Applicable. Cash Settlement Amount: [●]][As per Credit Security Conditions]
20.	Relevant Asset(s):	[The relevant asset to which the Securities relate [is/are] [●].]/[Not applicable] (*N.B. Only applicable in relation to Physical Delivery Securities that are not Credit Securities*)

21. Entitlement: [Applicable/Not applicable/Physical Delivery Option [1/2/3]]

(a) [The Entitlement Amount in relation to each Security is:

[Delivery of Worst-Performing Underlying applicable:

[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Delivery of Best-Performing Underlying applicable:

[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Delivery of the Underlying:

[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Parity Entitlement Amount]]

(b) [The Entitlement will be evidenced by [*insert details of how the Entitlement will be evidenced*].]

(c) [The Entitlement will be [delivered] [Delivered][*insert details of the method of delivery of the Entitlement*].]

(*N.B. Only applicable in relation to Physical Delivery Securities*)

22. Exchange Rate: The applicable rate of exchange for conversion of any amount into the relevant settlement currency for the purposes of determining the Settlement Price (as defined in the relevant Annex to the Terms and Conditions)[,] [or] the Cash Settlement Amount (as defined in Condition 1)[,] [or] [the Automatic Early Expiration Payout Amount (as defined in Condition 25.12)] is [*insert rate of exchange and details of how and when such rate is to be ascertained*]/[*specify*]/[Not applicable].

23. Settlement Currency: The settlement currency for the payment of [the Cash Settlement Amount] (*in the case of Cash Settled Securities*)/[the Disruption Cash Settlement Price] (*in the case of Physical Delivery Securities*) is [●].

24. Syndication: The Securities will be distributed on a [non-]syndicated basis.

[*if syndicated, specify names of the Managers*]

25. Minimum Trading Size: [*specify*]/[Not applicable]

26. Principal Security Agent: [BNP Paribas Securities Services, Luxembourg Branch]/[BNP Paribas Arbitrage S.N.C.]/ [BNP Paribas Securities Services]/[*specify other*][14]

27. Registrar: [BNP Paribas Securities Services, Luxembourg Branch]/[BNP PARIBAS Securities (Japan) Limited][ADDRESS][Not applicable][15]

[14] Any local agent shall be specified in Part B of the Pricing Supplement.

28.	Calculation Agent:	[BNP Paribas]/[BNP Paribas Arbitrage S.N.C.]/[*specify other*][ADDRESS].
29.	Governing law:	[English/French] law[16]
30.	*Masse* provisions[17] (Condition 9.4):	[Applicable] / [Not Applicable] [If applicable, insert below details of Representative and alternate Representative and remuneration, if any: [Name and address of the Representative: [ ] Name and address of the alternate Representative: [ ]] [The Representation will receive no remuneration./The Representative will receive a remuneration of [ ].]

PRODUCT SPECIFIC PROVISIONS

31. Hybrid Securities:

[Applicable/Not applicable]

[If applicable:

(a) The Securities are linked to each of the types of Underlying Reference (each a "**Type of Underlying Reference**") set out in the table below. The terms and conditions of the Securities will be construed on the basis that in respect of each separate Type of Underlying Reference, the relevant terms applicable to each such separate Type of Underlying Reference will apply, as the context admits, separately and independently in respect of the relevant Type of Underlying Reference[, subject as provided in (b) below].

[*Include each Type of Underlying Reference*]

	Type of Underlying Reference
[●]	[See item [●]]
[●]	[See item [●]]
[●]	[See item [●]]

(b) Hybrid Business Day [Applicable/Not applicable]

[If applicable:

"**Hybrid Business Day**" means a day which is a Scheduled Trading Day (as defined in the relevant Annex and completed in the applicable Pricing Supplement) for each Type of Underlying Reference specified in the applicable Pricing Supplement.

[*If Hybrid Business Day is applicable, each date for*

15 Include in the case of Registered Securities.

16 Securities issued by BNPP and BNPP B.V. may be governed by French law.

17 If French law-governed.

valuation (e.g. valuation date, averaging date, observation date etc.) which is the subject of the Hybrid Securities provisions should be expressed to be "[●] or if that is not a Hybrid Business Day the immediately [succeeding/preceding] Hybrid Business Day"]]

32.	Index Securities:	[Applicable/Not applicable]
(a)	Index/Basket of Indices/Index Sponsor(s):	[*specify name of Index/Indices*] [*specify name of Index Sponsor(s)*] [The [●] Index is a [Component Security]/[Multi-Exchange] Index.][18] [The [●] Index is a Custom Index][19] [The [●] Index is a Connected Third Party Index.][20]
(b)	Index Currency:	[*specify*]
(c)	Exchange(s):	[*specify*]
(d)	Related Exchange(s):	[*specify*]/[All Exchanges]
(e)	Exchange Business Day:	[Single Index Basis/All Indices Basis/Per Index Basis]
(f)	Scheduled Trading Day:	[Single Index Basis/All Indices Basis/Per Index Basis] (*must match election made for Exchange Business Day*)
(g)	Weighting:	[The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in accordance with Annex 2]/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Indices*)]
(h)	Settlement Price:	[Official opening level]/[Official closing level]/[level at the Valuation Time]/[Index Securities Condition 9.1 applies]
(i)	Specified Maximum Days of Disruption:	[As defined in Condition 1]/[[*specify*] Scheduled Trading Days].
(j)	Valuation Time:	[Continuous monitoring [*specify other*] and the relevant time on the relevant Settlement Price Date or Averaging Date, as the case may be, is Scheduled Closing Time each as defined in Condition 1.] [*specify*].] (*N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Condition* 1. *Not applicable in the case of Custom Indices*). [As per the Conditions]/[[●], being the time specified on the last Valuation Date or an Averaging Date or Observation Date as the case may be, for the calculation of the Settlement Price (*N.B.* O*nly applicable in the case of Custom Indices*).]

18 Specify each Component Security Index and/or Multi-Exchange Index (if any).
19 Specify each Custom Index (if any).
20 Specify each Connected Third Party Index (if any).

(k)	Index Correction Period:		[As per Conditions/*specify*]
(l)	Additional provisions applicable to Custom Indices:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Screen Page:	[*specify*]
	(b)	Custom Index Business Day:	[All Indices Basis/Per Index Basis/Single Index Basis]
	(c)	Scheduled Custom Index Business Day:	[All Indices Basis/Per Index Basis/Single Index Basis] (*N.B. Must match election made for Custom Index Business Day*)
	(d)	Custom Index Correction Period:	[As per Conditions/*specify*]
	(e)	Custom Index Disruption Event:	[Specified Maximum Days of Disruption will be equal to: [●]]/[As per Conditions]] *(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty).*
(m)	Additional provisions applicable to Futures Price Valuation:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Rolling Futures Contract Securities:	[Yes/No]
	(b)	Exchange-traded Contract:	[*specify*]/[*If the Index Securities are Rolling Futures Contract Securities:* Index Security Condition 9.2 applies]
	(c)	Delivery or expiry month:	[*specify*]/[Not applicable] (*Not applicable in the case of Index Securities that are Rolling Futures Contract Securities*)
	(d)	Period of Exchange-traded Contracts:	[*specify*]/[Not applicable] (*Only applicable in case of Index Securities that are Futures Rollover Securities*)
	(e)	Futures or Options Exchange:	[*specify*]
	(f)	Futures Rollover [Date/Period]:	[Not applicable]/[*specify*]
	(g)	Relevant FTP Screen Page:	[*specify*]/[Not applicable]
	(h)	Relevant Futures or Options Exchange Website:	[*specify*]/[Not applicable]
	(i)	Cut-off Time:	[specify]/[Not applicable]

33.	Share Securities:		[Applicable/Not applicable]
	(a)	Share(s)/Share Company/Basket Company/GDR/ADR:	[*insert type of Share(s) and Share Company/Basket Companies*] [GDR/ADR applicable] [*Insert details of GDR/ADR*][21]
	(b)	Relative Performance Basket:	[Not applicable/*specify*]
	(c)	Share Currency:	[*specify*]
	(d)	ISIN of Share(s):	[*specify*]
	(e)	Exchange(s):	[*specify*]
	(f)	Related Exchange(s):	[*specify*]/[All Exchanges]
	(g)	Exchange Business Day:	[Single Share Basis/All Shares Basis/Per Share Basis]
	(h)	Scheduled Trading Day:	[Single Share Basis/All Shares Basis/Per Share Basis] (*must match election made for Exchange Business Day*)
	(i)	Weighting:	[The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment [in accordance with Annex 3]/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Shares*)]
	(j)	Settlement Price:	[Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time]]
	(k)	Specified Maximum Days of Disruption:	[As defined in Condition 1]/[[*specify*] Scheduled Trading Days].
	(l)	Valuation Time:	[Continuous monitoring [*specify other*] and the relevant time on the relevant Settlement Price Date or Averaging Date, as the case may be, is the Scheduled Closing Time as defined in Condition 1] [*specify*] (*N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Condition* 1)]
	(m)	Share Correction Period	[As per Conditions/*specify*]
	(n)	Dividend Payment:	[Applicable/Not applicable]
	(o)	Listing Change:	[Applicable/Not applicable]
	(p)	Listing Suspension:	[Applicable/Not applicable]
	(q)	Illiquidity:	[Applicable/Not applicable]
	(r)	Tender Offer:	[Applicable/Not applicable][22]
	(s)	CSR Event:	[Applicable/Not applicable]
34.	ETI Securities		[Applicable/Not applicable]

[21] Specify each GDR or ADR (if any). In the case of Share Securities relating to a GDR/ADR, complete Share Securities Pricing Supplement as applicable for GDR/ADR reference asset(s).

[22] Only to be disapplied for Tokyo EQD Securities.

(a)	ETI/ETI Basket:	[*specify*]
(b)	ETI Interest(s):	[*insert type of ETI Interest(s)*]
(c)	ETI Related Party:	[As per Conditions]/[*specify*]
(d)	ETI Documents:	[As per Conditions]/[*specify*]
(e)	Exchange(s):	[*specify*]/[Not applicable]
(f)	Related Exchange:	[*specify*]/[All Exchanges]/[Not applicable]
(g)	Scheduled Trading Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
(h)	Exchange Business Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
(i)	Calculation Date(s):	[As per Conditions]/[*specify*]
(j)	Initial Calculation Date:	[*specify*]/[Not applicable]
(k)	Final Calculation Date:	[*specify*]/[Not applicable]
(l)	Hedging Date:	[*specify*]
(m)	Investment/AUM Level:	[As per Conditions]/[*specify*]
(n)	Value per ETI Interest Trading Price Barrier:	[As per Conditions]/[*specify*]
(o)	Number of Value Publication Days:	[[●] calendar days] [[●] Value Business Days] [Value Business Day Centre(s): [*specify*] *(Only applicable if Number of Value Publication Days is calculated by reference to Value Business Days)*]
(p)	Value Trigger Percentage:	[As per Conditions]/[*specify*]
(q)	Value Trigger Period:	[As per Conditions]/[*specify*]
(r)	Basket Trigger Level:	[As per Conditions]/[*specify*]
(s)	Settlement Price/Closing Price:	[Official closing price]/[Value per ETI Interest]
(t)	Weighting:	The Weighting to be applied to each ETI Interest comprising the ETI Basket is [*specify*]
(u)	Valuation Time:	[*specify*]
(v)	Specified Maximum Days of Disruption:	[As per Conditions]/[*specify*]
(w)	Additional Extraordinary ETI Event(s):	[*specify*]
(x)	Maximum Stock Loan Rate:	[The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant ETI Interest*] is [●].]
(y)	ETI Interest Correction Period:	[*specify*]
(z)	Termination Amount:	As per Conditions
(aa)	Termination Date:	[*specify*]

35.	Debt Securities:			[Applicable/Not applicable]
	(a)	Debt Instruments:		[*specify*] [Not applicable] (*Not applicable if Futures Price Valuation applicable*)
	(b)	Nominal Amount:		[The relevant nominal amount is [●] and the Relevant Screen Page is [●].] [Not applicable] (*Not applicable if Futures Price Valuation applicable*)
	(c)	Reference Price:		[The Reference Price[s] for [*insert relevant Debt Instrument(s)*] is/are the [bid price]/[mid price]/[offer price]/[bid yield]/[mid yield]/[offer yield].] [Not applicable] *(Not applicable if Futures Price Valuation applicable)*
	(d)	Exchange Business Day Centre(s):		[*specify*]
	(e)	Valuation Time:		[*specify*]
	(f)	Specified Maximum Days of Disruption:		[[As defined in Condition 1]/[*specify*] Scheduled Trading Days.] [Not applicable] (*Not applicable if Futures Price Valuation applicable*)
	(g)	Debt Instrument Correction Period:		[As per the Conditions]/[ ]/[Not applicable] (*Not applicable if Futures Price Valuation applicable*)
	(h)	Debt Instrument Issuer:		[ ]/[Not applicable] (*Not applicable if Futures Price Valuation applicable*)
	(i)	Weighting:		[Not applicable/The weighting to be applied to each item comprising the Basket of Debt Instruments to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.]
	(j)	Additional provisions applicable to Futures Price Valuation:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
		(i)	Rolling Futures Contract Securities:	[Yes/No]
		(ii)	Exchange-traded Contract:	[*Specify*]/[*If the Debt Securities are Rolling Futures Contract Securities*: Debt Security Condition 7 applies]
		(iii)	Synthetic Debt Instrument:	[*include description of the key terms of the synthetic debt instrument*]
		(iv)	Delivery or expiry month:	[*Specify*]/[Not applicable] (*Not applicable in the case of Debt Securities that are Rolling Futures Contract Securities*)
		(v)	Period of Exchange-traded Contracts:	[*Specify*]/[Not applicable] (*Only applicable in the case of Debt Securities that are Rolling Futures Contract Securities*)

(vi)	Futures or Options Exchange:	[*Specify*]
(vii)	Futures Rollover [Date/Period]:	[Not applicable]/[*Specify*]
(viii)	Daily Settlement Price Correction Period:	[As per the Conditions][*Specify*]
(ix)	Cut-off Time:	[Specify]/[Not applicable]

36.	Commodity Securities:	[Applicable/Not applicable]
(a)	Commodity/Commodities/ Commodity Index/Commodity Indices:	[*specify Commodity/Commodities/Commodity Index/Commodity Indices*] [The Sponsor[s] of the Commodity [Index/Indices] [is/are] [●]]
(b)	Pricing Date(s):	[*specify*]
(c)	Initial Pricing Date:	[*specify*]
(d)	Final Pricing Date:	[*specify*]
(e)	Commodity Reference Price:	[*specify*] The Price Source is/are [●][23]
(f)	Delivery Date:	[*specify*]/[Not applicable]
(g)	Nearby Month:	[*specify*]/[Not applicable]
(h)	Specified Price:	[*specify*]/[Not applicable]
(i)	Exchange:	[*specify*]/[Not applicable]
(j)	Disruption Fallback(s):	[*specify*]/[As per Conditions]
(k)	Valuation Time:	[Continuous monitoring [*specify other*] and the relevant time on [*insert relevant date(s)*].]/[*specify*]
(l)	Specified Maximum Days of Disruption:	[*specify*] [[●] Commodity Business Days][24]/[As per Conditions]
(m)	Weighting:	The Weighting to be applied to each item comprising the Commodity Basket is [*specify*]
(n)	Rolling Futures Contract Securities:	[Yes/No] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	Futures Rollover [Date/Period]:	[Not applicable]/[*specify*]
37.	Inflation Index Securities:	[Applicable/Not applicable]
(a)	Inflation Index/Inflation Indices/Inflation Index Sponsor:	[*specify name of inflation index/indices*] [*specify name of inflation index sponsor(s)*]

[23] Delete if using automated Commodity Reference Prices.
[24] Only applicable in respect of Commodity Securities linked to a single Commodity.

	(b)	Related Bond:	[Applicable/Not applicable]
	(c)	Issuer of Related Bond:	[Applicable/Not applicable] [*If applicable, specify*]
	(d)	Fallback Bond:	[Applicable/Not applicable]
	(e)	Related Bond Redemption Event:	[Applicable/Not applicable] [*If applicable, specify*]
	(f)	Substitute Inflation Index Level:	[As determined in accordance with Annex 7] [*specify*].
	(g)	Cut-off Date:	In respect of a [Valuation Date], the day that is [*specify*] Business Days prior to such [Valuation Date].
38.	Currency Securities:		[Applicable/Not applicable]
	(a)	Relevant Screen Page:	[*specify*]
	(b)	The relevant base currency (the "Base Currency") is:	[*specify*]
	(c)	The relevant subject [currency/currencies] ([the]/[each a] "Subject Currency") [is/are]:	[*specify*]
	(d)	Weighting:	[*specify*]
	(e)	Price Source:	[*specify*]
	(f)	Specified Maximum Days of Disruption:	[*specify*]/[five] Scheduled Trading Days
	(g)	Settlement Price:	[*specify*]
	(h)	Valuation Time:	[*specify*]
39.	Fund Securities:		[Applicable/Not applicable]
	(a)	Fund/Fund Basket:	[*specify*] [The [●] Fund is a Mutual Fund] [The [●] Fund is a Hedge Fund] [The [●] Fund is a Private Equity Fund]
	(b)	Fund Share(s):	[*specify*]
	(c)	Fund Documents:	[As per Conditions]/[*specify*]
	(d)	Fund Business Day:	[All Fund Share Basis/Per Fund Share Basis/Single Fund Share Basis]
	(e)	Fund Service Provider:	[As per Conditions]/[*specify*]
	(f)	Calculation Date(s):	[As per Conditions]/[*specify*]
	(g)	Initial Calculation Date:	[As per Conditions]/[*specify*]
	(h)	Final Calculation Date:	[*specify*]
	(i)	Hedging Date:	[*specify*]
	(j)	AUM Level:	[As per Conditions]/[*specify*]
	(k)	NAV Trigger Percentage:	[As per Conditions]/[*specify*]

	(l)	NAV Trigger Period:	[*specify*]
	(m)	Number of NAV Publication Days:	[As per Conditions]/[*specify*]
	(n)	Basket Trigger Level:	[As per Conditions]/[*specify*]
	(o)	Termination Amount:	As per Conditions
	(p)	Termination Date:	[*specify*]
	(q)	Delayed Payment Cut-off Date:	[As per Conditions]/[*specify*]
	(r)	[Weighting:	The Weighting to be applied to each Fund Share comprising the Fund Basket is [*specify*]]
40.	Futures Securities:		[Applicable/Not applicable]
	(a)	Future(s):	[*insert type of Future(s)*]
	(b)	Exchange(s):	[*specify*]
	(c)	Exchange Business Day:	[Single Future Basis/All Futures Basis/Per Futures Basis]
	(d)	Scheduled Trading Day:	[Single Future Basis/All Futures Basis/Per Futures Basis] (*must match election made for Exchange Business Day*)
	(e)	Weighting:	[The weighting to be applied to each item comprising the Basket to ascertain the Settlement Price is [□]. Each such Weighting shall be subject to adjustment [in accordance with Annex 10]/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket*)]
	(f)	Specified Maximum Days of Disruption:	[As defined in Condition 1]/[[*specify*] Scheduled Trading Days].
	(g)	Valuation Time:	[Continuous monitoring [*specify other*] and the relevant time on the Valuation Date, Observation Date or Averaging Date, as the case may be, is the Scheduled Closing Time as defined in Condition 1] [*specify*] (*N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Condition* 1)]
	(h)	Futures Correction Period:	[As per Conditions/*specify*]
41.	Credit Securities:		[Applicable/Not applicable] [Notional Amount per Credit Security = [currency] [amount]] [Part A]/[Part B] of the Credit Security Conditions Shall apply.
	(a)	Type of Security:	[Single Reference Entity Credit Security [Nth-to-Default Credit Security N: [●] Multiple Default Triggers: [Not Applicable] [Applicable]] M: [●] Substitution: [Not Applicable] [Applicable]] [Basket Credit Security]

		[*Other*]
(b)	Transaction Type:	[●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]]
(c)	(c) Scheduled Termination Date:	[●]
(d)	Party responsible for making calculations and determinations pursuant to the Credit Security Conditions (if no Calculation Agent):	[●]
(e)	Reference Entity:	[●] [As specified in the Relevant Annex]
(f)	Reference Entity Notional Amount:	[●][As per the Credit Security Conditions] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]]
(g)	Reference Entity Weighting:	[●] [As specified in Annex 12 (Annex for Credit Securities) to the Pricing Supplement] [As specified in the Relevant Annex][Not applicable]
(h)	Reference Obligation(s):	
	The obligation identified as follows (the "**Underlying Bond**"):	[Applicable/Not Applicable/[●]/[As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]]
	Primary Obligor:	[●]
	Guarantor:	[●]
	Maturity:	[●]
	Coupon:	[●]
	ISIN:	[●]
	Seniority Level:	[Senior Level][Subordinated Level][●][Not applicable]
	Original Issue Amount:	[●]
		[The obligation specified as the Reference Obligation above shall be the Original Non-Standard Reference Obligation notwithstanding that such obligation is not an obligation of the Reference Entity, and notwithstanding any contrary provision of the definition of "Original Non-Standard Reference Obligation" (and, for the avoidance of doubt, paragraph (a) of the definition thereof applies).] [*Delete if not applicable or if Reference Obligation above is an obligation of the Reference Entity*]
	Default Requirement:	[[●]/As per the Credit Security Conditions]
	Standard Reference Obligation:	[Applicable/Not Applicable/[●]/[As specified in Annex 12 (*Annex for Credit Securities*)to the Pricing Supplement] [As specified in the Relevant Annex]]
	CoCo Supplement:	[Applicable/Not applicable]

		[*Delete if CoCo Supplement is not applicable*]
		[Trigger Percentage: [●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex] [As per the Credit Security Conditions]]
(i)	Settlement Method:	[Auction Settlement] [Physical Settlement] [Cash Settlement]
		[Credit Unwind Costs: [Not Applicable] [●][Standard Credit Unwind Costs: Applicable]] [*Delete if Unwind Costs are applicable*]
		Final Price: [●][As per the Credit Security Conditions]
(j)	Fallback Settlement Method:	[Cash Settlement]
(k)	Settlement Deferral:	[Applicable] [Not Applicable]
(l)	Settlement Currency:	[●] [As per the Credit Security Conditions]
(m)	Merger Event:	[Credit Security Condition 2(c): Applicable] [Not applicable]
		(*If Applicable*):
		[Merger Event Redemption Date: [●]]
(n)	LPN Reference Entities:	[Applicable/Not applicable/[●]/[As specified in Annex 12 (Annex for Credit Securities) to the Pricing Supplement] [As specified in the Relevant Annex]
(o)	Terms relating to Cash Settlement:	[As per the Credit Security Conditions] [Not Applicable] [Specify variations or additions to Credit Security Conditions]
(p)	Additional provisions:	[●] [Not applicable]
		[Change in Standard Terms and Market Conventions: [Not applicable]] [*Delete if Change in Standard Terms and Market Conventions applies*]]
		[In respect of [*specify relevant Reference Entity*], [Include Accrued Interest] [Exclude Accrued Interest] applicable]
		[In respect of [*specify relevant Reference Entity*], Trigger Percentage: [●] [As per the Credit Security Conditions]] [*Delete if CoCo Supplement is not applicable*]
(q)	Additional Credit Linked Security Disruption Events:	[The following Additional Credit Linked Security Disruption Events apply:][Not Applicable]
		(*Specify each of the following of which applies*)
		[Change in Law]
		[Hedging Disruption]
		[Increased Cost of Hedging]
(r)	Credit Event Backstop Date:	[As per the Credit Security Conditions] [The date that is 60 calendar days prior to the Trade Date] [Issue Date] [Other]
(s)	Additional terms relating to Credit Securities	[Applicable/Not Applicable]
		[Relevant Annex: [●]

				Index Sponsor: [●]
				Any other terms or provisions: [●]]
42.	(a)	Underlying Interest Rate Securities:		[Applicable/Not applicable]
				(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
		(a)	Underlying Interest Determination Date(s):	[*Specify*]
				(*If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate$_1$:"*)
		(b)	Manner in which the Underlying Interest Rate is to be determined:	[Screen Rate Determination/ISDA Determination]
		(c)	Screen Rate Determination:	
			Underlying Reference Rate:	[*specify*] *(Either LIBOR, EURIBOR or other)*
			Specified Time:	[*specify*]
				(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)
			Relevant Screen Page:	[*specify*]
		(d)	ISDA Determination	
			Floating Rate Option:	[*specify*]
			Designated Maturity:	[*specify*]
			Reset Date:	[*specify*]
		(e)	Underlying Margin(s):	[+/-][●] per cent. per annum
		(f)	Minimum Underlying Reference Rate:	[●] per cent. per annum
		(g)	Maximum Underlying Reference Rate:	[●] per cent. per annum
				(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate$_2$:" *and repeat items 35(b) to(g).*
				Repeat for each Underlying Interest Rate.)

43. This item is intentionally left blank.

44. This item is intentionally left blank.

45. Additional Disruption Events: [Applicable/Not applicable]/[[Change in Law/Hedging Disruption] /[Collateral Disruption]/[Increased Cost of Collateral Assets][25]] does not apply to the Securities]

46. Optional Additional Disruption Events: (a) [The following Optional Additional Disruption Events apply to the Securities:

(*Specify each of the following which applies. N.B. Optional Additional Disruption Events are applicable to certain Index Securities, Share Securities, ETI Securities and Commodity Securities. Careful consideration should be given to whether Optional Additional Disruption Events would apply for Debt Securities, Currency Securities and Fund Securities and, if so, the relevant definitions will require amendment. Careful consideration should be given to any Additional Disruption Events and/or Optional Additional Disruption Events in the case of U.S. Securities*)

[Not applicable]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Insolvency Filing]

(*N.B. Only applicable in the case of Share Securities*)

[Cancellation Event]

(*N.B. Only applicable in the case of Debt Securities*)

[Loss of Stock Borrow]

[[Stop-Loss Event]

[Stop-Loss Event Percentage: [5] per cent.]]

[Currency Event]

[Force Majeure Event]

[Jurisdiction Event]

[Failure to Deliver due to Illiquidity]

[Hedging Party Default]

(*N.B. Only applicable in the case of Physical Delivery Securities that are not U.S. Securities – Failure to Deliver due to Illiquidity is applicable to certain Share Securities. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Securities*)

[25] Specify these events as not applicable only where Annex 13 applies and these events are to be disapplied.

		(b) [The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant Share/Security*] is [●]. (*N.B. Only applicable if Loss of Stock Borrow is applicable*)] [The Initial Stock Loan rate in respect of [*specify in relation to each relevant Share/Security*] is [●]. (*N.B. Only applicable if Increased Cost of Stock Borrow is applicable*)] [Not applicable]
47.	Knock-in Event[26]:	[Applicable/Not applicable] [If applicable: [*specify*]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(a)	SPS Knock-in Valuation:	[Applicable/Not applicable] [*If applicable insert relevant provisions from Conditions*] [*If SPS Knock-in Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-in Valuation is applicable.*] [*If FX Knock-in Valuation is applicable, insert relevant provisions from Conditions.*] [FX Coupon Performance: [Applicable/Not applicable]]. [Performance Value: [Applicable/Not applicable]].
(b)	Level:	[Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]/[Not applicable]
(c)	Knock-in Level/Knock-in Range Level:	[*specify*][FX Knock-in Level] [*If FX Knock-in Level is specified, insert relevant provisions from Conditions*.]
(d)	Knock-in Period Beginning Date:	[*specify*]
(e)	Knock-in Period Beginning Date Day Convention:	[Applicable/Not applicable]
(f)	Knock-in Determination Period:	[*specify*]/[See definition in Condition 16]
(g)	Knock-in Determination Day(s):	[*specify*]/[Each [Scheduled Trading Day/ Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business

[26] Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

			Day/Business Day] in the Knock-in Determination Period]
	(h)	Knock-in Period Ending Date:	[*specify*]
	(i)	Knock-in Period Ending Date Day Convention:	[Applicable/Not applicable]
	(j)	Knock-in Valuation Time:	[*specify*/See definition in Condition 16]/[Valuation Time]/[Any time on a Knock-in Determination Day]/[Not applicable]
	(k)	Knock-in Observation Price Source:	[*specify*]
	(l)	Disruption Consequences:	[Applicable/Not applicable]
48.	Knock-out Event[27]:		[Applicable/Not applicable] [If applicable: [*specify*]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	SPS Knock-out Valuation:	[Applicable/Not applicable] [*If applicable insert relevant provisions from Conditions*] [*If SPS Knock-out Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-out Valuation is applicable.*] [*If FX Knock-out Valuation is applicable, insert relevant provisions from Conditions.*] [FX Coupon Performance: [Applicable/Not applicable]] [Performance Value: [Applicable/Not applicable]]
	(b)	Level:	[Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]/[Not applicable]
	(c)	Knock-out Level /Knock-out Range Level:	[*specify*][FX Knock-out Level] [*If FX Knock-out Level is specified, insert relevant provisions from Conditions*]
	(d)	Knock-out Period Beginning Date:	[*specify*]
	(e)	Knock-out Period Beginning Date Day Convention:	[Applicable/Not applicable]
	(f)	Knock-out Determination Period:	[*specify*]/[See definition in Condition 16]
	(g)	Knock-out Determination Day(s):	[*specify*]/[Each [Scheduled Trading Day/ Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business

27 Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

		Day/Business Day] in the Knock-out Determination Period]
(h)	Knock-out Period Ending Date:	[*specify*]
(i)	Knock-out Period Ending Date Day Convention:	[Not applicable/Applicable]
(j)	Knock-out Valuation Time:	[*specify*]/[See definition in Condition 16] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not applicable]
(k)	Knock-out Observation Price Source:	[*specify*]
(l)	Disruption Consequences:	[Applicable/Not applicable]

49. EXERCISE, VALUATION AND SETTLEMENT

(a)	Units:	Warrants must be exercised in Units. Each Unit consists of the number of Warrants set out in "Specific Provisions for each Series" above. *(N.B. This is in addition to any requirements relating to "Minimum Exercise Number" or "Maximum Exercise Number" as set out below).*
(b)	Minimum Exercise Number:	The minimum number of Warrants that may be exercised (including automatic exercise) on any day by any Holder is [●] [and Warrants may only be exercised (including automatic exercise) in integral multiples of [●] Warrants in excess thereof].
(c)	Maximum Exercise Number:	The maximum number of Warrants that must be exercised on any day by any Holder or group of Holders (whether or not acting in concert) is [●]. *(N.B. not applicable for European Style Warrants* [*and therefore generally not available for Finnish, Swedish and Danish Dematerialised Warrants*]*)*
(d)	Exercise Price(s):	The exercise price(s) per [Warrant/Unit] (which may be subject to adjustment in accordance with Annex 3 in the case of Share Securities and Annex 2 in the case of Index Securities and Annex 6 in the case of Commodity Securities) is set out in "Specific Provisions for each Series" above. *(N.B. This should take into account any relevant Weighting and, in the case of an Index Security, must be expressed as a monetary value).*
(e)	Exercise Date:	The exercise date of the Warrants is set out in "Specific Provisions for each Series" above, provided that, if such date is not an Exercise Business Day, the Exercise Date shall be the immediately succeeding Exercise Business Day. *(N.B. Only applicable in relation to European Style Warrants).*
(f)	Exercise Period:	The exercise period in respect of the Warrants is set out in "Specific Provisions for each Series" above, [inclusive of the dates specified] [, or if either day specified is not an Exercise Business Day, the immediately succeeding Exercise Business Day]. *(N.B. Only applicable in relation to certain American Style Warrants).*

(g)	Renouncement Notice Cut-off Time:[28]	[10.00 a.m. (Milan time)/5.00 p.m. (Milan time)][29]
(h)	Valuation Date:	[The Valuation Date shall be the Actual Exercise Date of the relevant Warrant, subject to adjustments in accordance with Condition 20]/[The Valuation Date shall be the first Scheduled Trading Day following the Actual Exercise Date of the relevant Warrant, subject to adjustments in accordance with Condition 20]/[*specify*]/[As per the Fund Security Conditions]. (*N.B. specify if different from the definition in Condition* 20.) [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] (*N.B. Only applicable to Currency Securities*)
(i)	Strike Date:	[*specify*] (*N.B. Only relevant for certain Index, Share, and Currency Securities*) [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] (*N.B. Only applicable to Currency Securities*)
(j)	Averaging:	Averaging [applies/does not apply] to the Warrants. [The Averaging Dates are [*specify*].] (*Not applicable to Inflation Index Securities*) [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] (*N.B. Only applicable to Currency Securities*) [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] (as defined in Condition 20) will apply.] (*N.B. Not applicable to Index Securities relating to a Custom Index or Commodity Securities)*]
(k)	Observation Dates:	[*specify*]/[Not applicable] [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] (*N.B. Only applicable to Currency Securities*) [In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] (*N.B. Not applicable to Index Securities relating to a Custom Index or Commodity Securities*) [Observation Day Disruption Consequences are not applicable.]
(l)	Observation Period:	[*specify*]/[Not applicable]
(m)	Settlement Date:	[*specify*] (*N.B.*: *Only applicable for Cash Settled Warrants (other than Inflation Index Warrants or Commodity Warrants) if Settlement Date is different from the definition in Condition* 20))

[28] Complete in the case of Warrants listed on the Italian Stock Exchange.

[29] 10.00 a.m. (Milan time) where the Underlying are Shares listed in Italy or indices managed by Borsa Italiana, or otherwise 5.00 p.m.

["**Settlement Business Day**" for the purposes of Condition 5 means [*specify*].

(*N.B. Only applicable in the case of Physical Delivery Warrants)*]

(n)	Automatic Early Expiration:	[Applicable / Not applicable] (*if not applicable, delete the remaining sub-paragraphs of this paragraph*) [If applicable: ["greater than" / "greater than or equal to" / "less than" / "less than or equal to"] [AER Knock-out: [Knock-out Event]/[Knock-in Event] [*Insert formula, relevant value(s) and other related provisions from Conditions.*]

(a)	Automatic Early Expiration Level:	[*specify*]
(b)	Automatic Early Expiration Valuation Time:	[*specify*]
(c)	Automatic Early Expiration Payout:	[SPS Automatic Early Redemption Payout [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*] [Automatic Early Redemption Payout 2200/1] [Automatic Early Redemption Payout 2200/2] [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*] [FI Underlying Early Redemption Payout] [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]
(d)	AER Exit Rate:	[Not applicable] [AER Rate [*Insert relevant provisions from Conditions*] [AER Athena up Rate [*Insert formula, relevant value(s) and related provisions from Payout Conditions*]
(e)	Automatic Early Expiration Valuation Date(s)/Period(s):	[*specify*]/[AER Knock-out Date]
(f)	Automatic Early Expiration Settlement Date:	[*specify*]/[Not applicable]
(g)	Observation Price Source:	[*specify*]/[Not applicable]

	(h)	Underlying Reference Level:	[Official level]/[Official close]/[last price]/[bid price]/[asked price]/[Standard Underlying Reference Level]/[Not applicable]
	(i)	SPS AER Valuation:	[Applicable/Not applicable] [*If applicable include formula, relevant value(s) and related provisions from Payout Conditions*]
(o)	Identification information of Holders as provided by Condition 21:		[Applicable/Not applicable]

DISTRIBUTION AND US SALES ELIGIBILITY

50. U.S. Selling Restrictions: [Applicable/Not applicable] [*if not applicable delete all items*]

(a) [Eligibility for sale of Securities in the United States to AIs (N.B. Only U.S. Securities issued by BNPP can be so eligible):

[The Securities are not eligible for sale in the United States.][The Securities are eligible for sale into the United States to AIs.]

[*Where Securities are eligible for sale in the United States to AIs, include the following:*

(a) The Securities will be issued in the form of Private Placement Definitive Securities;

(b) The Securities may [not] be issued concurrently outside the United States to non-U.S. persons [(such Securities to be represented by a Regulation S Global Security)];

(c) The Securities may [not] be transferred to QIBs (*N.B. Securities may only be transferred to QIBs if eligible for sale to QIBs as provided in paragraph (b) below*);

(d) The Securities may [not] be transferred to non-U.S. persons;

(e) The Securities may [not] be transferred to AIs;

(f) [*insert applicable U.S. federal and state legends and selling restrictions and specify details of any transfer restrictions and any necessary certifications, if different from those set out in the Conditions (N.B. Such restrictions may be necessary, inter alia, in relation to Commodity Securities)*]; and

(g) [*specify any amendments to the form of Exercise Notice (the form of which is set out in a schedule to the Agency Agreement)*].]

(b) [Eligibility for sale of Securities in the United States to QIBs within the meaning of Rule 144A (N.B. except as provided in (c) below

[The Securities are not eligible for sale in the United States.][The Securities are eligible for sale in the United States under Rule 144A to QIBs.]

below only U.S. Securities issued by BNPP can be so eligible):

[Where Securities are eligible for sale in the United States under Rule 144A to QIBs, include the following:

(a) The Rule 144A Global Security will be deposited with [a custodian for DTC]/[a common depositary on behalf of Clearstream, Luxembourg/Euroclear/Iberclear/other relevant clearing system];

(b) The Securities may [not] be issued concurrently outside the United States to non-U.S. persons [(such securities to be represented by a Regulation S Global Security)];

(c) The Securities may [not] be transferred to QIBs;

(d) The Securities may [not] be transferred to non-U.S. persons;

(e) The Securities may [not] be transferred to AIs (*N.B. Securities may only be transferred to AIs if eligible for sale to AIs as provided for in paragraph (a) above*);

(f) [*insert applicable U.S. federal and state legends and selling restrictions and specify details of any transfer restrictions and any necessary certifications, if different from those set out in the Conditions (N.B. Such restrictions may be necessary, inter alia, in relation to Commodity Securities)*]; and

(g) [*specify any amendments to the form of Exercise Notice (the form of which is set out in a schedule to the Agency Agreement)*].]

(c) [Eligibility for sale of Securities in the United States to QIBs within the meaning of Rule 144A who are also QPs within the meaning of the Investment Company Act (N.B. All U.S. Securities issued by BNPP B.V. must include these restrictions in lieu of restrictions in (a) or (b) above above)

[The Securities are not eligible for sale in the United States.][The Securities are eligible for sale in the United States to persons who are both QIBs and also QPs.]

[Where Securities issued by BNPP B.V. are eligible for sale in the United States, include the following:

(a) The Securities are issued by BNPP B.V.;

(b) [The Securities will be issued in the form of Private Placement Definitive Securities] [The Rule 144A Global Security will be deposited with [a custodian for DTC]/[a common depositary on behalf of Clearstream, Luxembourg/Euroclear/Iberclear/other relevant clearing system]];

(c) The Securities may [not] be issued concurrently outside the United States to non-U.S. persons [(such Securities to be represented by a Regulation S Global Security)];

(d) The Securities may only be transferred to persons who

		are both QIBs and QPs;
		(e) The Securities may [not] be transferred to non-U.S. persons;
		(f) The Securities may not be transferred to AIs;]
51.	Additional U.S. Federal income tax consequences:	[*insert details*]/[Not applicable]/[The Securities shall [not] be treated as Specified Securities (as defined in the Base Prospectus) for the purpose of Section 871(m) of the U.S. Internal Revenue Code of 1986.]
52.	Registered broker/dealer:	[BNP Paribas Securities Corp.]/[*specify other*][30]/[Not applicable] (*If syndicated, specify names of the Manager(s)*)
53.	TEFRA C or TEFRA Not Applicable:	[TEFRA C/TEFRA Not Applicable]

PROVISIONS RELATING TO COLLATERAL AND SECURITY

54.	Collateral Security Conditions:	[Applicable - Annex 13 (Additional Terms and Conditions for Secured Securities) will apply/Not applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)* *[Part A/ Part C] of Annex 13 will apply.] (specify)*
	(a) Collateral Pool:	[*specify*]
	(b) Type of Collateral Pool:	[Single Series Pool/Multiple Series Pool]
	(c) (i) Eligible Collateral:	[*specify*] [Cash denominated in [Euro][an Eligible Currency] [Eligible Currency(ies)-[ ]] [*specify eligible currencies if Eligible Collateral consists of cash other than in Euro*] [Eligible Equity Collateral] [Linked Note Collateral[Credit Linked Note Collateral][Loan Participation Note Collateral][Loan Collateral][Convertible Bond Collateral][Exchangeable Bond Collateral][Covered Bond Collateral][Pfandbriefe Collateral][Zero Coupon Bond Collateral][Vanilla Debt Securities][Eligible ABS Collateral]Eligible Fund Collateral][issued by[●]/[with ISIN [●] (*specify*]/ [Specify further details][See table in Part B for further details of the assets] [Initial Collateral Assets: Applicable/Not Applicable][*Specify*][*Delete if Part C of Annex 13 is not applicable*][*Where the Securities are Collateral Asset Linked Securities, this paragraph 48(c) should be completed in conjunction with paragraphs 48(u)(iii) and 48(u)(iv)*]
	(ii) Fallback Collateral:	[Not applicable]/ [specify] [Cash denominated in [Euro][an Eligible Currency] [Eligible Currency(ies) [ ]] [specify eligible currencies if Eligible Collateral consists of cash other than in

30 If U.S. Securities [N.B. if U.S. Securities are issued by BNPP B.V, the [broker/dealer] shall be BNP Paribas Securities Corp.].

Euro] [Eligible Equity Collateral] [Linked Note Collateral[Credit Linked Note Collateral][Loan Participation Note Collateral][Loan Collateral][Convertible Bond Collateral][Exchangeable Bond Collateral][Covered Bond Collateral][Pfandbriefe Collateral][Zero Coupon Bond Collateral][Vanilla Debt Securities][Eligible ABS Collateral]Eligible Fund Collateral][issued by [●]/[with ISIN [●] (specify)/ [Specify further details][See table in Part B for further details of the assets]

(d)	Type of collateralisation:	[MTM Collateralisation]/[Partial MTM Collateralisation]/[[-Partial Collateralisation Level is equal to [*specify*]][*NB* - w*here Partial MTM Collateralisation is applicable, specify level]*
(e)	Type of enforcement:	[Collateral Cash Settlement]/[Physical Delivery Of Collateral]
(f)	Haircut	[Applicable/Not applicable]
(g)	Security Termination Amount:	[Security Value Termination Amount]/[Security Value Realisation Proceeds]/[*specify*]
(h)	Priority of Payments:	[Not applicable]/Holder Priority of Payments, Swap Counterparty Priority of Payments, Repo Counterparty Priority of Payments, Unwind Priority of Payments [*specify*] [*NB The same Priority of Payments must apply to each series of Secured Securities secured by the same Collateral Pool*][*Specify not applicable if Part C of Annex 13 applies*]
(i)	Additional or Alternative Security Agreement(s):	[None]/[*Specify details including governing law*]
(j)	Limited Diversification:	[Applicable/Not applicable]
(k)	Collateral Valuation Dates:	[*specify*]/[None]
(l)	Collateral Calculation Agent:	[BNP Paribas Arbitrage S.N.C.]/[BNP Paribas]/[*specify*]/[Not applicable]
(m)	Collateral Custodian:	[BNP Paribas Securities Services, Luxembourg Branch]/[*specify*]
(n)	Collateral Agent:	[BNP Paribas Trust Corporation UK Limited]/[*specify*]
(o)	Swap Agreement:	[Applicable/Not applicable]
(p)	Swap Counterparty:	[BNP Paribas Arbitrage S.N.C.]/[BNP Paribas] [Not Applicable]/[*specify*]
(q)	Repurchase Agreement:	[Applicable/Not applicable]
(r)	Repo Counterparty:	[BNP Paribas Arbitrage S.N.C.]/[BNP Paribas] [Not Applicable]/[*specify*]
(s)	Collateral Asset Default:	[Applicable]/[Not applicable] [Collateral Asset Default] [Collateral Asset Issuer Default] *(NB: Collateral Asset Issuer Default may only be specified if Part A of Annex 13 is applicable. Delete if Collateral Asset Default is not applicable)* [Collateral Physical Settlement: [Applicable/Not applicable]] [Disruption Cash Settlement Price: *specify if Collateral Physical*

Settlement is applicable]/[[Default Redemption]/[Option Value Redemption] is applicable.

[*NB Delete Collateral Physical Settlement, Disruption Cash Settlement Price, Default Redemption/Option Value Redemption if Collateral Asset Default is not applicable*]

Other terms or special conditions: [●]

This Series of South African Securities will be issued on, and subject to, the applicable Conditions (being the terms and conditions of the Securities set out in the section of the Base Prospectus headed "*Terms and Conditions of the Warrants*" (the "**Warrant Conditions**"), as replaced and/or supplemented by (i) the additional terms and conditions set out in the JSE Placement Document headed "*Additional Terms and Conditions*" (the "**Additional Terms and Conditions**") and (ii) the terms and conditions of this Series of Warrant set out in this Pricing Supplement).

Changes to Transfer Agent and Paying Agent:

In relation to the listing of South African Securities (as defined in the JSE Placement Document) on the JSE, Computershare Investor Services (Proprietary) Limited ("**Computershare**"), FirstRand Bank Limited, acting through its Rand Merchant Bank division ("**FNB**"), BNP Paribas Arbitrage S.N.C. ("**BNPA**") and the Issuer entered into a separate Agency Agreement dated 1 September 2016, as amended and/or supplemented from time to time (the "**South African Agency Agreement**") in terms of which the Issuer appointed Computershare Investor Services Proprietary Limited to act as Transfer Agent, FirstRand Bank Limited, acting through its Rand Merchant Bank division to act as Paying Agent (in respect of Notes, Warrants and Certificates), and BNP Paribas Arbitrage S.N.C. or BNP Paribas to act as Calculation Agent respectively in respect of a relevant Series of South African Securities to be issued under the Programme pursuant to the Base Prospectus relating to Warrants as read with the JSE Placement Document. All references in the Base Prospectus relating to Notes to the "**Agency Agreement**" shall be to the "**South African Agency Agreement**."

Specified Offices:
Computershare Investor Services (Proprietary) Limited
70 Marshall Street
Johannesburg, 2001
South Africa
Contact: Mr C Lourens
Tel: +27 11 370 7843
Fax: +27 11 688 7707

FirstRand Bank Limited,

acting through its Rand Merchant Bank division
BankCity, 3 First Place Mezzanine Floor
Cnr Simmonds & Jeppe Street
Johannesburg, 2001
South Africa
Contact: Ms Marietjie Coetzee
Tel: +27 11 371 3451
Fax: +27 11 352 2010

BNP Paribas Arbitrage S.N.C.
8 Rue de Sofia
F-75018
Paris
France
Tel: +331 55 77 43 14
Fax: +331 55 77 78 78

[*Include or annex additional terms and conditions as required*]

[For the purpose of the Securities the terms specified in this Pricing Supplement are deemed to be incorporated into the Terms and Conditions of the Securities as amended and/or supplemented by the provisions of the Additional Terms and Conditions set out in the Annex specified in this Pricing Supplement (the "**Conditions**") and shall thereby complete the Conditions for the purpose of the Securities and this Pricing Supplement may be regarded as evidencing the complete Conditions.][31]

[**THIRD PARTY INFORMATION**

[The information included in [the Annex] (the "**[●] Information**") consists of extracts from or summaries of information that is publicly available in respect of [●]. The Issuer confirms that such information has been accurately reproduced from information published by [●].][32]]

The Programme amount is unlimited.

Responsibility

The Issuer accepts full responsibility for the information contained in this Pricing Supplement except as otherwise stated herein. To the best of the knowledge and belief of the Issuer the information contained in this Pricing Supplement is in accordance with the facts and does not omit anything which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made. This Pricing Supplement contains all information required by applicable law and the [debt] listings requirements of the JSE.

Signed on behalf of [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas]

As Issuer:

By: ....

Duly authorised

By: ....

Duly authorised

31 To be inserted if the Securities are CREST Dematerialised Securities.
32 Include only if such information has been included.

PART B – OTHER INFORMATION

1. **Listing and Admission to trading – [De-listing]**

[The Securities are unlisted.]/[Application has been made to list the Securities on [*specify market – which must not be a regulated market*] and to admit the Securities for trading on [●] [with effect from [●].]

[The de-listing of the Securities on the [exchange market] specified above shall occur on [*specify*], subject to any change to such [date/period] by such [exchange market] or any competent authorities, for which the Issuer [and the Guarantor] shall under no circumstances be liable].

[Estimate of total expenses related to admission to trading: [●]/[Not applicable]]

(*Where documenting a fungible issue need to indicate if original Securities are already admitted to trading*)

2. **[Ratings**

Ratings:	[The Securities to be issued [[have been]/[are expected to be]] rated [*insert details*] by [*insert credit rating agency name(s)*].] [*Insert details clarifying when the rating will next be reviewed*.] [The Securities have not been rated.] [*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider:* [●] *(The above disclosure should reflect the rating allocated to Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*]]

3. **Performance of Underlying/Formula/Other Variable and Other Information concerning the Underlying Reference**

[*Need to include details of where past and further performance and volatility of the index/formula/other variables can be obtained.*]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information].

4. **Operational Information**

Relevant Clearing System(s):	Strate Proprietary Limited (the "**CSD**") [Euroclear and Clearstream, Luxembourg/DTC/Euroclear France/ Iberclear/Euroclear UK & Ireland/Euroclear Sweden/Euroclear Finland/Monte Titoli/Clearstream, Frankfurt/VP Denmark/*other*] [*if Iberclear add: [Insert relevant entity] will act as link entity [Entidad de Enlace]/Paying Agent (Entidad de Pago)/Depositary Entity (Entidad*

Depositaria)/Liquidity Entity/Entidad Especialista)]

[*N.B. Ensure all relevant entities have been appointed and formalities complied with in accordance with the rules and regulations of the relevant clearing system*]

If other than Euroclear Bank S.A./N.V., Clearstream Banking, S.A., Euroclear France, [Iberclear], [Monte Titoli/Clearstream, Frankfurt] include the relevant identification number(s) and in the case of Swedish Dematerialised Securities, the Swedish Security Agent [and in the case of Danish Dematerialised Securities, the Danish Security Agent] [and in the case of Finnish Dematerialised Securities, the Finnish Security Agent] [and in the case of CREST Dematerialised Securities, the Euroclear Registrar]: [*N.B. Ensure all relevant entities have been appointed and formalities complied with in accordance with the rules and regulations of the relevant clearing system*]	[Identification number(s):]
	[Swedish Security Agent; [Svenska Handelsbanken AB (publ)/*other*] Address: [ ]] [Contact details of the Danish Security Agent will be included in the applicable Pricing Supplement.] [Contact details of the Finnish Security Agent will be included in the applicable Pricing Supplement.] [Contact details of the Euroclear Registrar will be included in the applicable Pricing Supplement.]

Disclosure Requirements in terms of Paragraphs 3(5) of the Commercial Paper Regulations in relation to these Warrants issued by BNPP B.V. as at the date of this Pricing Supplement

Paragraph 3(5)(a)

[*The ultimate borrower is the Issuer.*]

Paragraph 3(5)(b)

[*The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments, thereby reflecting the adequacy of the liquidity and solvency of the Issuer.*]

Paragraph 3(5)(c)

[*The auditors of the Issuer are [●].*]

Paragraph 3(5)(d)

[*As at the Issue Date:*

(i) *the Issuer has issued ZAR[●] (excluding this Series) commercial paper (as defined in the Commercial Paper Regulations) in South Africa; and*

(ii) *to the best of the Issuer's knowledge and belief, the Issuer estimates that it will issue commercial paper (as defined in the Commercial Paper Regulations) up to an amount of ZAR[●] during the current financial year ending [●].*]

Paragraph 3(5)(f)

[*There has been no material adverse change in the Issuer's financial position since the date of its last audited financial statements.*]

Paragraph 3(5)(g)

[*This Series of [●] will be listed on the [Main Board/Interest Rate Market] of the JSE.]*

Paragraph 3(5)(h)

[*The proceeds of the issue of this Series of [●] will be applied by the Issuer for its general corporate purposes.]*

Paragraph 3(5)(i)

[*The obligations of the Issuer in respect of this Series of [●] are [un/secured], [however, they are guaranteed by the Guarantor.]*]

Paragraph 3(5)(j)

[[●] *HAVE CONFIRMED THAT, BASED ON THEIR PROCEDURES PERFORMED, NOTHING HAS COME TO THEIR ATTENTION WHICH INDICATES EACH OF THE ISSUERS WILL NOT COMPLY IN ALL RESPECTS WITH THE RELEVANT PROVISIONS OF THE COMMERCIAL PAPER REGULATIONS.*

ANNEX – ANNEX FOR CREDIT SECURITIES

[●]

SCHEDULE 3

FORM OF PRICING SUPPLEMENT (CERTIFICATES)

FORM OF PRICING SUPPLEMENT FOR CERTIFICATES

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Certificates issued under the Programme.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF CERTIFICATES DESCRIBED BELOW

PRICING SUPPLEMENT DATED [●]

[BNP Paribas Arbitrage Issuance B.V.

(incorporated in The Netherlands)
(as Issuer)]

[BNP Paribas

(incorporated in France)
(as [Issuer] [Guarantor])]

[BNP Paribas,

acting through its South Africa Branch

(as Issuer)]

(Note, Warrant and Certificate Programme)

[insert title of Securities]

Series: [ ]

ISIN: [ ]

[BNP Paribas Arbitrage S.N.C.
(as Manager)]

ISSUANCE OF SOUTH AFRICAN SECURITIES BY [BNP PARIBAS ARBITRAGE ISSUANCE B.V. / BNP PARIBAS/ BNP PARIBAS, ACTING THROUGH ITS SOUTH AFRICA BRANCH] UNDER THE NOTE, WARRANT AND CERTIFICATE PROGRAMME (THE "PROGRAMME") HAS BEEN APPROVED BY JSE LIMITED ("JSE"), A LICENSED FINANCIAL EXCHANGE IN TERMS OF THE SOUTH AFRICAN FINANCIAL MARKETS ACT, 2012 ON [ ].

[*Insert any specific additional risk factors, if appropriate*]

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus in respect of the Certificates dated 9 June 2016 [, [the][each] Supplement[s] to the Base Prospectus published and approved on or before the date of this Pricing Supplement (copies of which are available as described below) and any other Supplement to the Base Prospectus which may have been published before the issue of any additional amount of Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published after the date of this Pricing Supplement and (ii) provide for any change to the Conditions of the Securities such changes shall have no effect with respect to the Conditions of the Securities to which this Pricing Supplement relate)] (the "**Base Prospectus**") read together with the placement document, dated 1 September 2016 (the "**JSE Placement Document**"), prepared by the Issuers for purposes of listing South African Securities on the Interest Rate Market or the Main Board of the JSE Limited (the "**JSE**"). This document constitutes the Pricing Supplement of the Securities described herein and must be read in conjunction with the Base Prospectus as supplemented by the JSE Placement Document. Full information on [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas] (the "**Issuer**") [[BNP Paribas] (the "**Guarantor**")] and the Securities is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus as supplemented by the JSE Placement Document. [The Base Prospectus [and any Supplement(s) to the Base Prospectus] [and this Pricing Supplement] [is/are] available for viewing at [address] [and] [website] and copies may be obtained free of charge at the specified offices of the [South African Transfer Agent].]

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated [*original date*] [, [the][each] Supplement[s] to it published on or before the date of this Pricing Supplement (copies of which are available as described below) and any other Supplement to it which may have been published before the issue of any additional amount of Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published and approved after the date of this Pricing Supplement and (ii) provide for any change to the Conditions of the Securities such changes shall have no effect with respect to the Conditions of the Securities to which this Pricing Supplement relates)] which are incorporated by reference in the Base Prospectus in respect of the Certificates dated [*current date*]. This document constitutes the Pricing Supplement of the Securities described herein and must be read in conjunction with the Base Prospectus dated [*current date*] [and any Supplement[s] to it], (the "**Base Prospectus**"), including the Conditions incorporated by reference in the Base Prospectus read together with the placement document, dated 1 September 2016 (the "**JSE Placement Document**"), prepared by the Issuers for purposes of listing South African Securities on the Interest Rate Market or the Main Board of the JSE Limited (the "**JSE**"). Full information on [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas] (the "**Issuer**") [[BNP Paribas] (the "**Guarantor**")] and the Securities is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus as supplemented by the JSE Placement Document. [The Base Prospectus [and any Supplement[s] to the Base Prospectus] [and this Pricing Supplement] [is/are] available for viewing at [address] [and] [website] and copies may be obtained from [*address*].

[*Include whichever of the following apply or specify as "Not applicable" (N/A). Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or sub paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Pricing Supplement. However, such numbering may change where individual paragraphs or sub-paragraphs are removed.*]

References herein to numbered Conditions are to the terms and conditions of the relevant series of Securities and words and expressions defined in such terms and conditions shall bear the same meaning in this Pricing Supplement in so far as they relate to such series of Securities, save as where otherwise expressly provided.

This Pricing Supplement relates to the series of Securities as set out in "Specific Provisions for each Series" below. References herein to "**Securities**" shall be deemed to be references to the relevant Securities that are the subject of this Pricing Supplement and references to "**Security**" shall be construed accordingly.

SPECIFIC PROVISIONS FOR EACH SERIES

SERIES NUMBER	NO. OF SECURITIES ISSUED	NO OF SECURITIES	ISIN/ [ ][1]	COMMON CODE	ISSUE PRICE[2] PER [SECURITY	[CALL/ PUT	[[SCHEDULED]] REDEMPTION DATE	[RELE-VANT JURISDIC-TION]	[SHARE AMOUNT/ DEBT SECURITY AMOUNT]	[PARITY	[*Insert other variable*]
[●]	[●]	[Up to] [●]	[●]	[●]	[[insert currency] [●]]/[[●]% of the Notional Amount]	[call/ put]	[●]/[Open End][3]	[●]	[●]	[●]	[●]
[●]	[●]	[Up to][●]	[●]	[●]	[[insert currency] [●]]/[[●]% of the Notional Amount]	[call/ put]]	[●]/[Open End]][4]	[●]][5]	[●]	[●]]	[●]

(*Where the Pricing Supplement cover more than one series of Securities, the table above should be completed for all variables which will differ across the different series of Securities. The relevant line item for any such variable in the General Provisions below should include the following language: "See the Specific Provisions for each Series above".)*

GENERAL PROVISIONS

The following terms apply to each series of Securities:

1. Issuer: [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas] /[BNP Paribas, acting through its South Africa Branch]

[Specified Branch: [ ]]

2. [Guarantor: [BNP Paribas]

3. Trade Date: [*specify*]

4. Issue Date [and [Interest]/[Premium Amount] Commencement Date][6]: [*specify*]

(*N.B. For Preference Share Certificates, the relevant Preference Shares should be in issue on or prior to the Issue Date*)

5. Consolidation: The Securities are to be consolidated and form a single series with the [*insert title of relevant series of Securities*] issued on [*insert issue date*]/[Not applicable]

6. Type of Securities: (a) [Certificates]

(b) The Securities are [Index Securities/Share Securities/ETI Securities[7]/Debt Securities/Commodity Securities[8]/Inflation Index Securities[9]/Currency

[1] DTC: CUSIP – include for U.S. Securities.
[2] For Preference Share Certificates, the Issue Price is required to be par.
[3] Include for Open Ended Securities.
[4] Include for Credit Securities and Fund Securities.

[6] In the case of Certificates which bear interest or premium amount.
[7] ETI Securities or Hybrid Securities containing an ETI component cannot be U.S. Securities unless offered pursuant to an applicable U.S. Wrapper to this Base Prospectus.
[8] Commodity Securities or Hybrid Securities containing a commodity component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.
[9] Inflation Index Securities or Hybrid Securities containing an inflation component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

Securities[10]/Fund Securities[11]/Futures Securities[12]/Underlying Interest Rate Securities/Credit Securities[13]/Preference Share Certificates/Hybrid Securities[14]/[*specify other type of Security*]].

[Exercise of Certificates applies to the Certificates. [Multiple Exercise *applies* to the Certificates.] The Exercise Date[s] is [are] [*specify*]] or, if [any] such day is not a Business Day, the immediately [preceding/succeeding] Business Day].]

[The Exercise Settlement Dates are [●].]][15]

[The provisions of Annex 2 (Additional Terms and Conditions for Index Securities) shall apply.] [The provisions of Annex 3 (Additional Terms and Conditions for Share Securities) shall apply.] [The provisions of Annex 4 (Additional Terms and Conditions for ETI Securities) shall apply.] [The provisions of Annex 5 (Additional Terms and Conditions for Debt Securities) shall apply.] [The provisions of Annex 6 (Additional Terms and Conditions for Commodity Securities) shall apply.] [The provisions of Annex 7 (Additional Terms and Conditions for Inflation Index Securities) shall apply.] [The provisions of Annex 8 (Additional Terms and Conditions for Currency Securities) shall apply.] [The provisions of Annex 9 (Additional Terms and Conditions for Fund Securities) shall apply.] [The provisions of Annex 10 (Additional Terms and Conditions for Futures Securities) shall apply.] [The provisions of Annex 11 (Additional Terms and Conditions for Underlying Interest Rate Securities) shall apply] [The provisions of Annex 12 (Additional Terms and Conditions for Credit Securities) shall apply.] [The provisions of Annex 14 (Additional Terms and Conditions for Preference Share Certificates) shall apply.] [The provisions of Annex [2/3/4/6/8/10[16]] (*Additional Terms and Conditions for [Index/Share/ETI/Commodity/Currency/Futures] Securities*) and Annex 15 (Additional Terms and Conditions for OET Certificates) shall apply.]

Unwind Costs: [Applicable]/[Not applicable]

[Waiver of Set-Off: Not applicable]

7.	Form of Securities:	[Listed Certificates issued in uncertificated form and held in the CSD/certificated form]
8.	[Last Day to Register:]	By 17h00 (Johannesburg time) on [•]
9.	[Books Closed Period:]	[The relevant South African Register will be closed from [•] to [•] and from [•] to [•] (all dates inclusive) in each [year] up to and including the Maturity Date/The 10 (ten) calendar days immediately succeeding the Last Day to Register]
10.	[Record Date:]	**[●]**

10 Currency Securities or Hybrid Securities containing a currency component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

11 Fund Securities or Hybrid Securities containing a fund component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

12 Futures Securities or Hybrid Securities containing a Futures component cannot be U.S. Securities unless offered pursuant to an applicable U.S. Wrapper to this Base Prospectus.

13 Credit Securities or Hybrid Securities related to the credit of a specified reference entity cannot be U.S Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

14 Hybrid Securities that contain an ETI, commodity, inflation index, currency, fund or futures component or are linked to the credit of a specified reference entity cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

15 Include for Certificates.

16 For OET Certificates include relevant Annex and complete relevant section for Index/Share/Commodity/Currency/Fund/Futures Securities and include Annex 14 and complete paragraph 37 as appropriate.

11.	[Last Day to Trade:]	**[●]**
12.	[Ex-Date:]	**[●]**
13.	[Finalisation Date:]	**[●]**
14.	[Declaration Date:]	**[●]**
15.	Variation of Settlement:	
	(a) Issuer's option to vary settlement:	The Issuer [has/does not have] the option to vary settlement in respect of the Securities.[17] (*N.B. the Issuer's option to vary settlement is not applicable to Swedish Dematerialised Securities, Danish Dematerialised Securities, Finnish Dematerialised Securities or Italian Dematerialised Securities*) (*N.B. If the Issuer does not have the option to vary settlement in respect of the Securities, delete the sub-paragraphs of this paragraph 15*)
	(b) Variation of Settlement of Physical Delivery Securities:	[Notwithstanding the fact that the Securities are Physical Delivery Securities, the Issuer may make payment of the Cash Settlement Amount on the Redemption Date and the provisions of Condition 5 will apply to the Securities/The Issuer will procure delivery of the Entitlement in respect of the Securities and the provisions of Condition 5 will not apply to the Securities. Any Physical Delivery for U.S. Securities must be made in compliance with the Securities Act and the Exchange Act.]
16.	Final Payout	[NA x [●] per cent.] [Preference Share Certificate Condition 6 applies] **[[Investment Products:**
	[ETS Payouts	**[Capital Protection Products:** [ETS Final Payout 1100 [*Insert related provisions from Conditions.*]] [ETS Final Payout 1120 [*Insert related provisions from Conditions.*]] **[Yield Enhancement Products:** [ETS Final Payout 1200 [*Insert related provisions from Conditions.*]] [ETS Final Payout 1230/1 [*Insert related provisions from Conditions.*]] [ETS Final Payout 1230/2 [*Insert related provisions from Conditions.*]] [ETS Final Payout 1240/1 [*Insert related provisions from Conditions.*]]

17 Not applicable for U.S. Securities, unless physical delivery can be in compliance with U.S. Securities laws.

[ETS Final Payout 1240/2
[*Insert related provisions from Conditions*.]]

[ETS Final Payout 1240/3
[*Insert related provisions from Conditions*]]

[ETS Final Payout 1240/4
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/1
[*Insert related provisions from Conditions*.]]

[ETS Final Payout 1250/2
[*Insert related provisions from Conditions*.]]

[ETS Final Payout 1250/3
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/4
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/5
[*Insert related provisions from Conditions*.]]

[ETS Final Payout 1250/6
[*Insert related provisions from Conditions*.]]

ETS Final Payout 1250/7
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1260/1
[*Insert related provisions from Conditions*.]]

[ETS Final Payout 1260/2
[*Insert related provisions from Conditions*.]]

[Participation Products:
[ETS Final Payout 1300
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1320/1
[*Insert related provisions from Conditions*.]]

[ETS Final Payout 1320/2
[*Insert related provisions from Conditions*.]]

[ETS Final Payout 1320/3
[*Insert related provisions from Conditions*.]]

[ETS Final Payout 1340/1
[*Insert related provisions from Conditions*]]

[ETS Final Payout 1340/2]
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1399
[*Insert related provisions from Conditions.*]]

[Leverage Products:

[ETS Final Payout 2110/1
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2110/2
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2110/3
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2110/4
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2200/1
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2200/2
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2210
[*Insert related provisions from Conditions.*]]]

[Constant Leverage Products
[ETS Final Payout 2300
[*Insert related provisions from Conditions.*]]]]

[SPS Payouts [**SPS Fixed Percentage Securities:**

[*Insert formula and other related provisions from Payout Conditions*]]

[SPS Reverse Convertible Securities

[SPS Reverse Convertible Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[SPS Reverse Convertible Standard Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[SPS Vanilla Products

[Vanilla Call Securities:

[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]

[Vanilla Call Spread Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Put Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Put Spread Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Digital Securities:

[*Insert formula and other related provisions from Payout Conditions*.]]

[[Knock-in / Knock-out] Vanilla Call Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Asian Products

[Asian Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Asian Spread Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Himalaya Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Auto-Callable Products

[Autocall Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Autocall Standard Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout*

Conditions.]]

[Autocall One Touch Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[**Indexation Products**

[Certi Plus: Booster Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Certi Plus: Bonus Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Leveraged Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Twin Win Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Certi Plus: Super Sprinter Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Knock-in Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Knock-out Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Ratchet Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Sum Securities:
[*Insert formula and related provisions from Payout Conditions.*]]

[Option Max Securities:
[*Insert formula and related provisions from Payout Conditions*.]]

[Stellar Securities:
[*Insert formula and related provisions from Payout Conditions*.]]

[Driver Securities:

[*Insert formula, relevant value(s) and related provisions from Payout Conditions*.]]

[Maximum Final Payout: [●]/Not applicable]

[Minimum Final Payout: [●]/Not applicable]

	[FI Payouts	[FI FX Vanilla Securities: [*Insert formula and related provisions from Payout Conditions*]] [FI Digital Floor Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [FI Digital Cap Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [FI Digital Plus Securities: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [FI Inflation Securities: [*Insert formula and related provisions from Conditions*]]
	[Payout Switch:	[Applicable / Not applicable] [*If applicable insert related provisions from Conditions*]
	Aggregation:	[Applicable / Not applicable] [Not Applicable. Cash Settlement Amount: [●]]
17.	Relevant Asset(s):	[The relevant asset to which the Securities relate [is/are] [●].]/[Not applicable] (*N.B. Only applicable in relation to Physical Delivery Securities that are not Credit Securities*)
18.	Entitlement:	[Applicable/Not applicable/Physical Delivery Option [1/2/3]]

(a) [The Entitlement Amount in relation to each Security is:

[Delivery of Worst-Performing Underlying applicable:

[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Delivery of Best-Performing Underlying applicable:

[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Delivery of the Underlying:

[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

(b) [The Entitlement will be evidenced by [*insert details of how the Entitlement will be evidenced*].]

(c) [The Entitlement will be [delivered] [Delivered][*insert details of the method of delivery of the Entitlement*].]

		(*N.B. Only applicable in relation to Physical Delivery Securities*)
19.	[Exchange Rate][18]/[Conversion Rate][19]	The applicable rate of exchange for conversion of any amount into the relevant settlement currency for the purposes of determining the Settlement Price (as defined in the relevant Annex to the Terms and Conditions)[,] [or] the Cash Settlement Amount (as defined in Condition 1)[,] [or] Automatic Early Redemption Amount (as defined in Condition 34.9)] is [*insert rate of exchange and details of how and when such rate is to be ascertained*]/[*specify*]/[As specified in the OET Certificate Conditions]/[Not applicable].
20.	Settlement Currency:	The settlement currency for the payment of [the Cash Settlement Amount] (*in the case of Cash Settled Securities*)/[the Disruption Cash Settlement Price] (*in the case of Physical Delivery Securities*) is [●].
21.	Syndication:	The Securities will be distributed on a [non-]syndicated basis. [*if syndicated, specify names of the Managers*]
22.	Minimum Trading Size:	[*specify*]/[Not applicable]
23.	Principal Security Agent:	[BNP Paribas Securities Services, Luxembourg Branch]/[BNP Paribas Arbitrage S.N.C.]/ [BNP Paribas Securities Services]/[*specify other*][20]
24.	Registrar:	[BNP Paribas Securities Services, Luxembourg Branch]/[BNP PARIBAS Securities (Japan) Limited][ADDRESS][Not applicable][21]
25.	Calculation Agent:	[BNP Paribas]/[BNP Paribas Arbitrage S.N.C.]/[*specify other*][ADDRESS].
26.	Governing law:	[English/French] law[22]
27.	Masse provisions[23] (Condition 9.4):	[Applicable] / [Not Applicable] [If applicable, insert below details of Representative and alternate Representative and remuneration, if any: [Name and address of the Representative: [ ] Name and address of the alternate Representative: [ ]] [The Representation will receive no remuneration./The Representative will receive a remuneration of [ ].]

PRODUCT SPECIFIC PROVISIONS

28.	Hybrid Securities:	[Applicable/Not applicable] [If applicable: (a) The Securities are linked to each of the types of Underlying Reference (each a "**Type of Underlying Reference**") set out in the table below. The terms and conditions of the Securities will be construed on the basis that in respect of each separate Type of Underlying Reference, the relevant terms applicable to each such

18 Applicable for Securities other than OET Certificates.
19 Applicable for OET Certificates.
20 Any local agent shall be specified in Part B of the Pricing Supplement.
21 Include in the case of Registered Securities.
22 W&C Securities issued by BNPP and BNPP B.V. may be governed by French law.
23 If French law-governed.

separate Type of Underlying Reference will apply, as the context admits, separately and independently in respect of the relevant Type of Underlying Reference[, subject as provided in (b) below].

[*Include each Type of Underlying Reference*]

	Type of Underlying Reference
[●]	[See item [●]]
[●]	[See item [●]]
[●]	[See item [●]]

(b) Hybrid Business Day [Applicable/Not applicable]

[If applicable:

"**Hybrid Business Day**" means a day which is a Scheduled Trading Day (as defined in the relevant Annex and completed in the applicable Pricing Supplement) for each Type of Underlying Reference specified in the applicable Pricing Supplement.

[*If Hybrid Business Day is applicable, each date for valuation (e.g. valuation date, averaging date, observation date etc.) which is the subject of the Hybrid Securities provisions should be expressed to be "[●] or if that is not a Hybrid Business Day the immediately [succeeding/preceding] Hybrid Business Day"*]]

29.	Index Securities:		[Applicable/Not applicable]
	(a)	Index/Basket of Indices/Index Sponsor(s):	[*specify name of Index/Indices*] [*Specify name of Index Sponsor(s)*] [The [●] Index is a [Component Security]/[Multi-Exchange] Index.][24] [The [●] Index is a Custom Index][25] [The [●] Index is a Connected Third Party Index.][26]
	(b)	Index Currency:	[*specify*]
	(c)	Exchange(s):	[*specify*]
	(d)	Related Exchange(s):	[*specify*]/[All Exchanges]
	(e)	Exchange Business Day:	[Single Index Basis/All Indices Basis/Per Index Basis]
	(f)	Scheduled Trading Day:	[Single Index Basis/All Indices Basis/Per Index Basis] (*must match election made for Exchange Business Day*)
	(g)	Weighting:	[The weighting to be applied to each item comprising the Basket

24 Specify each Component Security Index and/or Multi-Exchange Index (if any).
25 Specify each Custom Index (if any).
26 Specify each Connected Third Party Index (if any).

		of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in accordance with Annex 2]/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Indices*)]
(h)	Settlement Price:	[Official opening level]/[Official closing level]/[level at the Valuation Time]/[Index Securities Condition 9.1 applies]
(i)	Specified Maximum Days of Disruption:	[As defined in Condition 1]/[[*specify*] Scheduled Trading Days].
(j)	Valuation Time:	[Continuous monitoring [*specify other*] and the relevant time on the relevant Settlement Price Date or Averaging Date, as the case may be, is [Scheduled Closing Time (in the case of Warrants) or the Valuation Time] each as defined in Condition 1.] [*specify*].] (*N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Condition* 1. *Not applicable in the case of Custom Indices*). [As per the Conditions]/[[●], being the time specified on the last Valuation Date or an Averaging Date or Observation Date as the case may be, for the calculation of the Settlement Price (*N.B.* O*nly applicable in the case of Custom Indices*).]
(k)	Delayed Redemption on Occurrence of an Index Adjustment Event :	[Applicable/Not applicable] [*If applicable*: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Notional Amount]
(l)	Index Correction Period:	[As per Conditions/*specify*]
(m)	Additional provisions applicable to Custom Indices:	[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Screen Page:	[*specify*]
	(ii) Custom Index Business Day:	[All Indices Basis/Per Index Basis/Single Index Basis]
	(iii) Scheduled Custom Index Business Day:	[All Indices Basis/Per Index Basis/Single Index Basis] (*N.B. Must match election made for Custom Index Business Day*)
	(iv) Custom Index Correction Period:	[As per Conditions/*specify*]
	(v) Delayed Redemption on Occurrence of a Custom Index Adjustment Event:	[Applicable/Not applicable]
	(vi) Custom Index Disruption Event:	[Specified Maximum Days of Disruption will be equal to: [●]]/[As per Conditions]] *(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty).*

(n)	Additional provisions applicable to Futures Price Valuation:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rolling Futures Contract Securities:	[Yes/No]
	(ii)	Exchange-traded Contract:	[*specify*]/[*If the Index Securities are Rolling Futures Contract Securities:* Index Security Condition 9.2 applies]
	(iii)	Delivery or expiry month:	[*specify*]/[Not applicable] (*Not applicable in the case of Index Securities that are Rolling Futures Contract Securities*)
	(iv)	Period of Exchange-traded Contracts:	[*specify*]/[Not applicable] (*Only applicable in case of Index Securities that are Futures Rollover Securities*)
	(v)	Futures or Options Exchange:	[*specify*]
	(vi)		
	(vii)	Futures Rollover [Date/Period]:	[Not applicable]/[s*pecify*]
	(viii)	Relevant FTP Screen Page:	[*specify*]/[Not applicable]
	(ix)	Relevant Futures or Options Exchange Website:	[*specify*]/[Not applicable]
30.	Share Securities:		[Applicable/Not applicable]
(a)	Share(s)/Share Company/Basket Company/GDR/ADR:		[*insert type of Share(s) and Share Company/Basket Companies*] [GDR/ADR applicable] [*Insert details of GDR/ADR*][27]
(b)	Relative Performance Basket:		[Not applicable/*specify*]
(c)	Share Currency:		[*specify*]
(d)	ISIN of Share(s):		[*specify*]
(e)	Exchange(s):		[*specify*]
(f)	Related Exchange(s):		[*specify*]/[All Exchanges]
(g)	Exchange Business Day:		[Single Share Basis/All Shares Basis/Per Share Basis]
(h)	Scheduled Trading Day:		[Single Share Basis/All Shares Basis/Per Share Basis] (*must match election made for Exchange Business Day*)
(i)	Weighting:		[The weighting to be applied to each item comprising the Basket

27 Specify each GDR or ADR (if any). In the case of Share Securities relating to a GDR/ADR, complete Share Securities Pricing Supplement as applicable for GDR/ADR reference asset(s).

			of Shares to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment [in accordance with Annex 3]/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Shares*)]
	(j)	Settlement Price:	[Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time]]
	(k)	Specified Maximum Days of Disruption:	[As defined in Condition 1]/[[*specify*] Scheduled Trading Days].
	(l)	Valuation Time:	[Continuous monitoring [*specify other*] and the relevant time on the relevant Settlement Price Date or Averaging Date, as the case may be, is the Scheduled Closing Time as defined in Condition 1] [*specify*] (*N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Condition* 1)]
	(m)	Delayed Redemption on Occurrence of an Extraordinary Event:	[Not applicable/Applicable] [if applicable: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Notional Amount]
	(n)	Share Correction Period	[As per Conditions/*specify*]
	(o)	Dividend Payment:	[Applicable/Not applicable]
	(p)	Listing Change:	[Applicable/Not applicable]
	(q)	Listing Suspension:	[Applicable/Not applicable]
	(r)	Illiquidity:	[Applicable/Not applicable]
	(s)	Tender Offer:	[Applicable/Not applicable][28]
	(t)	CSR Event	[Applicable/Not applicable]
31.	ETI Securities		[Applicable/Not applicable]
	(a)	ETI/ETI Basket:	[*specify*]
	(b)	ETI Interest(s):	[*insert type of ETI Interest(s)*]
	(c)	ETI Related Party:	[As per Conditions]/[*specify*]
	(d)	ETI Documents:	[As per Conditions]/[*specify*]
	(e)	Exchange(s):	[*specify*]/[Not applicable]
	(f)	Related Exchange:	[*specify*]/[All Exchanges]/[Not applicable]
	(g)	Scheduled Trading Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
	(h)	Exchange Business Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI

[28] Only to be disapplied for Tokyo EQD Securities.

			Interest Basis]
	(i)	Calculation Date(s):	[As per Conditions]/[*specify*]
	(j)	Initial Calculation Date:	[*specify*]/[Not applicable]
	(k)	Final Calculation Date:	[*specify*]/[Not applicable]
	(l)	Hedging Date:	[*specify*]
	(m)	Investment/AUM Level:	[As per Conditions]/[*specify*]
	(n)	Value per ETI Interest Trading Price Barrier:	[As per Conditions]/[*specify*]
	(o)	Number of Value Publication Days:	[[●] calendar days] [[●] Value Business Days]
			[Value Business Day Centre(s): [*specify*]
			(Only applicable if Number of Value Publication Days is calculated by reference to Value Business Days)]
	(p)	Value Trigger Percentage:	[As per Conditions]/[*specify*]
	(q)	Value Trigger Period:	[As per Conditions]/[*specify*]
	(r)	Basket Trigger Level:	[As per Conditions]/[*specify*]
	(s)	Settlement Price/Closing Price:	[Official closing price]/[Value per ETI Interest]
	(t)	Weighting:	The Weighting to be applied to each ETI Interest comprising the ETI Basket is [*specify*]
	(u)	Valuation Time:	[*specify*]
	(v)	Specified Maximum Days of Disruption:	[As per Conditions]/[*specify*]
	(w)	Additional Extraordinary ETI Event(s):	[*specify*]
	(x)	Maximum Stock Loan Rate:	[The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant ETI Interest*] is [●].]
	(y)	ETI Interest Correction Period:	[*specify*]
	(z)	Termination Amount:	[Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[As per Conditions]
	(aa)	Simple Interest Spread:	[As per Conditions]/[*specify*]
	(bb)	Termination Date:	[*specify*]
	(cc)	Delayed Redemption on Occurrence of an Extraordinary ETI Event (in the case of Certificates only):	[Applicable/Not applicable]
	(dd)	[Protected Amount:	[*If Delayed Redemption on Occurrence of an Extraordinary ETI Event and Principal Protected Termination Amount are applicable*: [*specify*] per cent. of the Notional Amount]
32.	Debt Securities:		[Applicable/Not applicable]

(a)	Debt Instruments:	[*specify*] [Not applicable] (*Not applicable if Futures Price Valuation applicable*)
(b)	Nominal Amount:	[The relevant nominal amount is [●] and the Relevant Screen Page is [●].] [Not applicable] (*Not applicable if Futures Price Valuation applicable*)
(c)	Reference Price:	[The Reference Price[s] for [*insert relevant Debt Instrument(s)*] is/are the [bid price]/[mid price]/[offer price]/[bid yield]/[mid yield]/[offer yield].] [Not applicable] *(Not applicable if Futures Price Valuation applicable)*
(d)	Exchange Business Day Centre(s):	[*specify*]
(e)	Valuation Time:	[*specify*]
(f)	Specified Maximum Days of Disruption:	[[As defined in Condition 1]/[*specify*] Scheduled Trading Days.] [Not applicable] (*Not applicable if Futures Price Valuation applicable*)
(g)	Delayed Redemption on Occurrence of Debt Instrument Redemption Event:	[Applicable/Not applicable] [*If applicable:* Principal Protected Termination Amount: [Applicable/ Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Notional Amount]] (*Not applicable if Futures Price Valuation applicable*)
(h)	Debt Instrument Correction Period:	[As per the Conditions]/[ ]/[Not applicable] (*Not applicable if Futures Price Valuation applicable*)
(i)	Debt Instrument Issuer:	[ ]/[Not applicable] (*Not applicable if Futures Price Valuation applicable*)
(j)	Weighting:	[Not applicable/The weighting to be applied to each item comprising the Basket of Debt Instruments to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.]
(k)	Additional provisions applicable to Futures Price Valuation:	[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Rolling Futures Contract Securities:	[Yes/No]
	(ii) Exchange-traded Contract:	[*Specify*]/[*If the Debt Securities are Rolling Futures Contract Securities*: Debt Security Condition 7 applies]
	(iii) Synthetic Debt	[*include description of the key terms of the synthetic debt*

		Instrument:	*instrument*]
	(iv)	Delivery or expiry month:	[*Specify*]/[Not applicable] (*Not applicable in the case of Debt Securities that are Rolling Futures Contract Securities*)
	(v)	Period of Exchange-traded Contracts:	[*Specify*]/[Not applicable] (*Only applicable in the case of Debt Securities that are Rolling Futures Contract Securities*)
	(vi)	Futures or Options Exchange:	[*Specify*]
	(vii)		
	(viii)	Futures Rollover [Date/Period]:	[Not applicable]/[*Specify*]
	(ix)	Delayed redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract:	[Applicable/Not applicable] [*If applicable*: Principal Protected Termination Amount: [Applicable/Not applicable] *If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Notional Amount]
	(x)	Daily Settlement Price Correction Period:	[As per the Conditions][*Specify*]
33.	Commodity Securities:		[Applicable/Not applicable]
	(a)	Commodity/Commodities/ Commodity Index/Commodity Indices:	[*specify Commodity/Commodities/Commodity Index/Commodity Indices*] [The Sponsor[s] of the Commodity [Index/Indices] [is/are] [●]]
	(b)	Pricing Date(s):	[*specify*]
	(c)	Initial Pricing Date:	[*specify*]
	(d)	Final Pricing Date:	[*specify*]
	(e)	Commodity Reference Price:	[*specify*] The Price Source is/are [●][29]
	(f)	Delivery Date:	[*specify*]/[Not applicable]
	(g)	Nearby Month:	[*specify*]/[Not applicable]
	(h)	Specified Price:	[*specify*]/[Not applicable]
	(i)	Exchange:	[*specify*]/[Not applicable]
	(j)	Disruption Fallback(s):	[*specify*]/[As per Conditions]
	(k)	Valuation Time:	[Continuous monitoring [*specify other*] and the relevant time on

[29] Delete if using automated Commodity Reference Prices.

			[*insert relevant date(s)*].]/[*specify*]
	(l)	Specified Maximum Days of Disruption:	[*specify*] [[●] Commodity Business Days][30]/[As per Conditions]
	(m)	Weighting:	The Weighting to be applied to each item comprising the Commodity Basket is [*specify*]
	(n)	Rolling Futures Contract Securities:	[Yes/No] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
		Futures Rollover [Date/Period]:	[Not applicable]/[*specify*]
34.	Inflation Index Securities:		[Applicable/Not applicable]
	(a)	Inflation Index/Inflation Indices/Inflation Index Sponsor:	[*specify name of inflation index/indices*] [*specify name of inflation index sponsor(s)*]
	(b)	Related Bond:	[Applicable/Not applicable]
	(c)	Issuer of Related Bond:	[Applicable/Not applicable] [*If applicable, specify*]
	(d)	Fallback Bond:	[Applicable/Not applicable]
	(e)	Related Bond Redemption Event:	[Applicable/Not applicable] [*If applicable, specify*]
	(f)	Substitute Inflation Index Level:	[As determined in accordance with Annex 7] [*specify*].
	(g)	Cut-off Date:	In respect of a [Valuation Date], the day that is [*specify*] Business Days prior to such [Valuation Date].
	(h)	Valuation Date/Redemption Valuation Date:	[*specify*]
35.	Currency Securities:		[Applicable/Not applicable]
	(a)	Relevant Screen Page:	[*specify*]
	(b)	The relevant base currency (the "Base Currency") is:	[*specify*]
	(c)	The relevant subject [currency/currencies] ([the]/[each a] "Subject Currency") [is/are]:	[*specify*]
	(d)	Weighting:	[*specify*]
	(e)	Price Source:	[*specify*]
	(f)	Specified Maximum Days of Disruption:	[*specify*]/[five] Scheduled Trading Days
	(g)	Settlement Price:	[*specify*]
	(h)	Valuation Time:	[*specify*]
	(i)	Delayed Redemption on Occurrence of a Disruption Event :	[Applicable/Not applicable] [if applicable:

30 Only applicable in respect of Commodity Securities linked to a single Commodity.

			Principal Protected Termination Amount: [Applicable/Not applicable]
			[*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Notional Amount]
36.	Fund Securities:		[Applicable/Not applicable]
	(a)	Fund/Fund Basket:	[*specify*] [The [●] Fund is a Mutual Fund] [The [●] Fund is a Hedge Fund] [The [●] Fund is a Private Equity Fund]
	(b)	Fund Share(s):	[*specify*]
	(c)	Fund Documents:	[As per Conditions]/[*specify*]
	(d)	Fund Business Day:	[All Fund Share Basis/Per Fund Share Basis/Single Fund Share Basis]
	(e)	Fund Service Provider:	[As per Conditions]/[*specify*]
	(f)	Calculation Date(s):	[As per Conditions]/[*specify*]
	(g)	Initial Calculation Date:	[As per Conditions]/[*specify*]
	(h)	Final Calculation Date:	[*specify*]
	(i)	Hedging Date:	[*specify*]
	(j)	AUM Level:	[As per Conditions]/[*specify*]
	(k)	NAV Trigger Percentage:	[As per Conditions]/[*specify*]
	(l)	NAV Trigger Period:	[*specify*]
	(m)	Number of NAV Publication Days:	[As per Conditions]/[*specify*]
	(n)	Basket Trigger Level:	[As per Conditions]/[*specify*]
	(o)	Termination Amount:	[Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[As per Conditions]
	(p)	Simple Interest Spread	[As per Conditions]/[*specify*]
	(q)	Termination Date:	[*specify*]
	(r)	Delayed Redemption on Occurrence of an Extraordinary Fund Event	[Applicable/Not applicable]
	(s)	Delayed Payment Cut-off Date:	[As per Conditions]/[*specify*]
	(t)	[Weighting:	The Weighting to be applied to each Fund Share comprising the Fund Basket is [*specify*]]
	(u)	[Protected Amount:	[*If Delayed Redemption on Occurrence of an Extraordinary Fund Event and Principal Protected Termination Amount are applicable*: [*specify*] per cent. of the Notional Amount]
37.	Futures Securities:		[Applicable/Not applicable]

(a)	Future(s):	[*insert type of Future(s)*]
(b)	Exchange(s):	[*specify*]
(c)	Exchange Business Day:	[Single Future Basis/All Futures Basis/Per Futures Basis]
(d)	Scheduled Trading Day:	[Single Future Basis/All Futures Basis/Per Futures Basis] (*must match election made for Exchange Business Day*)
(e)	Weighting:	[The weighting to be applied to each item comprising the Basket to ascertain the Settlement Price is [□]. Each such Weighting shall be subject to adjustment [in accordance with Annex 10]/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket*)]
(f)	Specified Maximum Days of Disruption:	[As defined in Condition 1]/[[*specify*] Scheduled Trading Days].
(g)	Valuation Time:	[Continuous monitoring [*specify other*] and the relevant time on the Valuation Date, Observation Date or Averaging Date, as the case may be, is the Scheduled Closing Time as defined in Condition 1] [*specify*] (*N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Condition* 1)]
(h)	Futures Correction Period:	[As per Conditions/*specify*]
(i)	Delayed Redemption on Occurrence of Futures Adjustment Event :	[Applicable/Not applicable] [if applicable: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Notional Amount]

38. Credit Securities: [Applicable/Not applicable]

General Terms relating to type of Credit Security

(i)	Type of Credit Securities:	[Single Reference Entity Credit Security] [Nth-to-Default Credit Security] N: [●] [Multiple Default Triggers: [Applicable/Not applicable]] [M: **[●]**] Substitution: [Not Applicable] [Applicable]] [Basket Credit Security] [Tranched Credit Securities] [Combination Credit Securities: Applicable/Not Applicable] (*If Combination Credit Securities is applicable*) [Credit-linked Interest Type: [Single Reference Entity Credit Security] [Nth-to-Default Credit Security N:[●] [Multiple

Default Triggers: [Applicable/Not applicable]] [M:[●]] [Substitution: [Not Applicable] [Applicable]] [Basket Credit Security] [Tranched Credit Security]

[Credit-linked Principal Type: [Single Reference Entity Credit Security] [Nth-to-Default Credit Security N:[●] [Multiple Default Triggers: [Applicable/Not applicable]] [M:[●]] [Substitution: [Not Applicable] [Applicable]] [Basket Credit Security] [Tranched Credit Security]

(ii)	Calculation Agent responsible for making calculation and determinations pursuant to Annex 12 – Additional Terms and Conditions for Credit Securities):	[●]

Terms relating to Credit-linkage

[(*Insert for Combination Credit Securities only*): Terms relating to Credit Linked Principal:]

(Insert for all Credit Securities)

(iii)	Transaction Type:	[●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
(iv)	Scheduled Redemption Date:	[●]
(v)	Reference Entity(ies):	[●][As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
(vi)	Reference Entity Notional Amount:	[●][as per the Credit Security Conditions] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
(vii)	Reference Entity Weighting:	[●][As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex] [Not Applicable]
(viii)	Reference Obligation(s):	

The obligation identified as follows:	[Applicable/Not Applicable/[●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
Primary Obligor:	[●]
Guarantor:	[●]
Maturity:	[●]
Coupon:	[●]
CUSIP/ISIN:	[●]
Seniority Level:	[Senior Level] [Subordinated Level] [●] [Not Applicable]
Original Issue Amount:	[●]

[The obligation specified as the Reference Obligation above shall

		be the Original Non-Standard Reference Obligation notwithstanding that such obligation is not an obligation of the Reference Entity, and notwithstanding any contrary provision of the definition of "Original Non-Standard Reference Obligation" (and, for the avoidance of doubt, paragraph (a) of the definition thereof applies).] [*Delete if not applicable or if Reference Obligation above is an obligation of the Reference Entity*]
Default Requirement:		[[●] / As per the Credit Security Conditions]
Standard Reference Obligation:		[Applicable/Not Applicable/[●]/[As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
CoCo Supplement		[Applicable/Not Applicable] [*Delete if CoCo Supplement is not applicable*] [Trigger Percentage: [●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex] [As per the Credit Security Conditions]]
(ix)	Settlement Method:	[Auction Settlement] **[**Cash Settlement] [: Final Price: [●] [Credit Security Condition 2(b) Not Applicable]**]** [Physical Settlement] [Credit Unwind Costs: [Not Applicable] [Standard Credit Unwind Costs: Applicable] [●]] [*Delete if Credit Unwind Costs are applicable*]
(x)	Fallback Settlement Method:	[Cash Settlement] [Physical Settlement][Not Applicable]
(xi)	Settlement at Maturity:	[Applicable] [Not Applicable]
(xii)	Settlement Currency	**[●]**
(xiii)	Merger Event:	**[**Credit Security Condition 2(d) **[**Applicable/Not Applicable**]]** (*If Applicable*): [Merger Event Redemption Date: [●]]
(xiv)	Credit Event Backstop Date:	[As per the Credit Security Conditions] [The date that is 60 calendar days prior to the Trade Date] [Issue Date] [Other]
(*Include only for Tranched Credit Securities*)		
	Additional terms relating to Tranched Credit Securities:	[Applicable/Not Applicable] Relevant Annex: [●] Index Sponsor: [●] Attachment Point: [●] Exhaustion Point: [●] Any other terms or provisions: [●]]

[(*Insert for Combination Credit Securities only*): Terms relating to Credit Linked Interest:]

(i)	Transaction Type:	**[●]** [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
(ii)	Scheduled Redemption Date	**[●]**
(iii)	Reference Entity(ies):	[●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
(iv)	Reference Entity Notional Amount	[●][as per the Credit Security Conditions] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
(v)	Reference Entity Weighting:	[●][As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex] [Not Applicable]
(vi)	Reference Obligation(s):	
The obligation identified as follows:		[Applicable/Not Applicable/[●] [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Suppelement] [As specified in the Relevant Annex]
Primary Obligor:		**[●]**
Guarantor:		**[●]**
Maturity:		**[●]**
Coupon:		**[●]**
CUSIP/ISIN:		**[●]**
Seniority Level:		[Senior Level] [Subordinated Level] [●] [Not Applicable]
Original Issue Amount:		**[●]**
		[The obligation specified as the Reference Obligation above shall be the Original Non-Standard Reference Obligation notwithstanding that such obligation is not an obligation of the Reference Entity, and notwithstanding any contrary provision of the definition of "Original Non-Standard Reference Obligation" (and, for the avoidance of doubt, paragraph (a) of the definition thereof applies).] [*Delete if not applicable or if Reference Obligation above is an obligation of the Reference Entity*]
Default Requirement:		[[●] / As per the Credit Security Conditions]
Standard Reference Obligation:		[Applicable/Not Applicable/[●]/[As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex]
CoCo Supplement		[Applicable/Not Applicable]
		[*Delete if CoCo Supplement is not applicable*]
		[Trigger Percentage: **[●]** [As specified in Annex 12 (*Annex for Credit Securities*) to the Pricing Supplement] [As specified in the Relevant Annex] [As per the Credit Security Conditions]]
(vii)	Settlement Method:	**[**Auction Settlement**]** **[**Cash Settlement [: Final Price: [●] [Credit Security Condition 2(b) Not Applicable]**]** **[**Physical Settlement**]**

		[Credit Unwind Costs: [Not Applicable] [Standard Credit Unwind Costs: Applicable] [●]] [*Delete if Credit Unwind Costs are applicable*]
(viii)	Fallback Settlement Method	**[**Cash Settlement**]** **[**Physical Settlement**]**[Not Applicable]
(ix)	Settlement Currency	**[●]**
(x)	Merger Event:	**[**Credit Security Condition 2(d) **[**Applicable/Not Applicable**]]** (*If Applicable*): **[**Merger Event Redemption Date: **[●]]**
(xi)	Credit Event Backstop Date:	[As per the Credit Security Conditions] [The date that is 60 calendar days prior to the Trade Date] [Issue Date] [Other]

(*Include only for Tranched Credit Securities*)

	Additional terms relating to Tranched Credit Securities:	[Applicable/Not Applicable] Relevant Annex: [●] Index Sponsor: [●] Attachment Point: [●] Exhaustion Point: [●] Any other terms or provisions: [●]]

General Terms relating to Credit Securities

(i)	LPN Reference Entities	[Applicable/Not Applicable/[●]/[As specified in the Annex 12 (*Annex for Credit Securities*)] to the Pricing Supplement] [As specified in the Relevant Annex]]
(ii)	Accrual of Interest upon Credit Event:	[As per Credit Security Condition 3(a)(i)(A)] [As per Credit Security Condition 3(a)(i)(B)] [As per Credit Security Condition 3(a)(ii)] [*OR if Part B of Credit Security Conditions applies:* [Part B of Credit Security Conditions: As per Part B Credit Security Condition [3(a)(i)]/[3(a)(ii)]]
(iii)	Additional Credit Linked Security Disruption Events:	**[**The following Additional Credit Linked Security Disruption Events apply to the Notes:**]** **[**Not Applicable**]** *(Specify each of the following which applies.)* **[**Change in Law**]** **[**Hedging Disruption**]** **[**Increased Cost of Hedging**]**
(iv)	Additional Provisions:	**[●]** [Change in Standard Terms and Market Conventions: [Not Applicable]] [*Delete if Change in Standard Terms and Market*

Conventions applies]]

[In respect of [*specify relevant Reference Entity*], [Include Accrued Interest] [Exclude Accrued Interest] applicable]

(v)	Calculation and Settlement Suspension:	[Applicable][Not Applicable]

(*Include only for Tranched Credit Securities*)

(vi)	Additional terms relating to Tranched Credit Securities:	[Applicable/Not Applicable] Relevant Annex: [●] Index Sponsor: [●] Attachment Point: [●] Exhaustion Point: [●] Any other terms or provisions: [●]]
(vii)	Part B of Credit Security Conditions:	[Applicable] [Not Applicable] [*If applicable:* Cash Settlement Date / Credit Event Valuation Period End Date /Extended Valuation Period/ Grace Period / Hedge Counterparty / Payment Requirement: [As per the Credit Security Conditions] [*Specify any variations or additions to the Credit Security Conditions*]

39. (a)	Underlying Interest Rate Securities:		[Applicable/Not applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
	(viii)	Underlying Interest Determination Date(s):	[*Specify*] (*If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate$_1$:"*)
	(ix)	Manner in which the Underlying Interest Rate is to be determined:	[Screen Rate Determination/ISDA Determination]
	(x)	Screen Rate Determination:	
		Underlying Reference Rate:	[*specify*] *(Either LIBOR, EURIBOR or other)*
		Specified Time:	[*specify*] *(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)*
		Relevant Screen Page:	[*specify*]
	(xi)	ISDA Determination	

		Floating Rate Option:	[*specify*]
		Designated Maturity:	[*specify*]
		Reset Date:	[*specify*]
	(xii)	Underlying Margin(s):	[+/-][●] per cent. per annum
	(xiii)	Minimum Underlying Reference Rate:	[●] per cent. per annum
	(xiv)	Maximum Underlying Reference Rate:	[●] per cent. per annum
			(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate$_2$:" *and repeat items 39(ix) to (xiv).*
			Repeat for each Underlying Interest Rate.)
40.	Preference Share Certificates:		[Applicable/Not Applicable]
	(b)	Preference Share:	[*insert class, series number, ISIN and description of preference shares*]
	(c)	Preference Share Redemption Valuation Date:	[*specify*]
41.	OET Certificates:		[Applicable/Not applicable]
	(d)	Final Price:	[As per OET Certificate Conditions]
	(e)	Valuation Date:	[As per OET Certificate Conditions]/[*specify*]
	(f)	Exercise Price:	[*specify*]
	(g)	Capitalised Exercise Price:	[As per OET Certificate Conditions]
			OET Website(s):
			[www.produitsdebourse.bnpparibas.fr]/[www.listedproducts.cib.bnpparibas.be]/[www.educatedtrading.bnpparibas.se]/[*specify*]
			Local Business Day Centre(s): [*specify*]
	(h)	Capitalised Exercise Price Rounding Rule:	[upwards/downwards] [●] digits
	(i)	Dividend Percentage:	[*specify*]/[Not applicable]
			(*N.B. Not applicable in respect of Commodity OET Certificates, Currency OET Certificates or Futures OET Certificates*)
	(j)	Financing Rate:	
		(a) Interbank Rate 1 Screen Page:	[*specify*]
		(b) Interbank Rate 1 Specified Time:	[*specify*][As per OET Certificate Conditions]
		(c) Interbank Rate 2 Screen Page:	[*specify*]
		(d) Interbank Rate 2 Specified	[*specify*][As per OET Certificate Conditions]

		Time:	
	(e)	Financing Rate Percentage:	[+/-][*specify*]
	(f)	Financing Rate Range:	[*specify*]
(k)	Automatic Early Redemption:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Automatic Early Redemption Payout:	[Automatic Early Redemption Payout 2210/1] [*Insert related provisions from Conditions*] [Automatic Early Redemption Payout 2210/2] [*Insert related provisions from Conditions*]
	(ii)	Automatic Early Redemption Date:	[●] Business Days following the Valuation Date.
	(iii)	Observation Price:	[Official level]/[Opening price]/[Official close]/[Closing price]/[Purchase price]/[Sale price]/[Traded price]/[Bid price]/[Asked price]/[Last price]/[Official settlement price]/[Daily settlement price]
	(iv)	Observation Price Source	[*specify source*]
	(v)	Observation Time(s):	[At any time during the opening hours of the Exchange]/[*specify*]
	(vi)	Security Threshold:	[As per OET Certificate Conditions] The Security Threshold in respect of a Relevant Business Day will be published as soon as practicable after its determination on the OET Website(s), as set out in § 34(d)
	(vii)	Security Threshold Rounding Rule:	[upwards/downwards] [●] digits
	(viii)	Security Percentage:	[*specify*]
	(ix)	Minimum Security Percentage:	[*specify*]/[Not applicable]
	(x)	Maximum Security Percentage:	[*specify*]/[Not applicable]
	(xi)	Reset Date:	[As per OET Certificate Conditions]/[*specify*]

42. Additional Disruption Events: [Applicable/Not applicable]/[[Change in Law/Hedging Disruption] does not apply to the Securities]

43. Optional Additional Disruption Events:

(l) [The following Optional Additional Disruption Events apply to the Securities:

(*Specify each of the following which applies. N.B. Optional Additional Disruption Events are applicable to certain Index Securities, Share Securities, ETI Securities and Commodity Securities. Careful consideration should be given to whether Optional Additional Disruption*

Events would apply for Debt Securities, Currency Securities and Fund Securities and, if so, the relevant definitions will require amendment. Careful consideration should be given to any Additional Disruption Events and/or Optional Additional Disruption Events in the case of U.S. Securities)

[Not applicable]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Insolvency Filing]

(*N.B. Only applicable in the case of Share Securities*)

[Cancellation Event]

(*N.B. Only applicable in the case of Debt Securities*)

[Loss of Stock Borrow]

[[Stop-Loss Event]

[Stop-Loss Event Percentage: [5] per cent.]]

[Currency Event]

[Force Majeure Event]

[Jurisdiction Event]

[Failure to Deliver due to Illiquidity]

[Hedging Party Default]

(*N.B. Only applicable in the case of Physical Delivery Securities that are not U.S. Securities – Failure to Deliver due to Illiquidity is applicable to certain Share Securities. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Securities*)

(m) [The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant Share/Security*] is [□].

(*N.B. Only applicable if Loss of Stock Borrow is applicable*)]

[The Initial Stock Loan rate in respect of [*specify in relation to each relevant Share/Security*] is [●].

(*N.B. Only applicable if Increased Cost of Stock Borrow is applicable*)]

(n) Delayed Redemption on Occurrence of an Additional Disruption Event and/or Optional Additional Disruption Event (in the case of Certificates): [Applicable/Not applicable]

[if applicable:

		Principal Protected Termination Amount: [Applicable/Not applicable]
		[*If Principal Protected Termination Amount is applicable: Protected Amount*: [*specify*] per cent. of the Notional Amount]]
		[Not applicable]
44.	Knock-in Event[31]:	[Applicable/Not applicable]
		[If applicable:
		[*specify*]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]]
		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(o)	SPS Knock-in Valuation:	[Applicable/Not applicable]
		[*If applicable insert relevant provisions from Conditions*]
		[*If SPS Knock-in Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-in Valuation is applicable.*]
		[*If FX Knock-in Valuation is applicable, insert relevant provisions from Conditions.*]
		[FX Coupon Performance: [Applicable/Not applicable]].
		[Performance Value: [Applicable/Not applicable]].
(p)	Level:	[Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]/[Not applicable]
(q)	Knock-in Level/Knock-in Range Level:	[*specify*][FX Knock-in Level]
		[*If FX Knock-in Level is specified, insert relevant provisions from Conditions*.]
(r)	Knock-in Period Beginning Date:	[*specify*]
(s)	Knock-in Period Beginning Date Day Convention:	[Applicable/Not applicable]
(t)	Knock-in Determination Period:	[*specify*]/[See definition in Condition 16]
(u)	Knock-in Determination Day(s):	[*specify*]/[Each [Scheduled Trading Day/ Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business Day/Business Day] in the Knock-in Determination Period]
(v)	Knock-in Period Ending Date:	[*specify*]
(w)	Knock-in Period Ending Date Day Convention:	[Applicable/Not applicable]

[31] Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

	(x)	Knock-in Valuation Time:	[*specify*/See definition in Condition 16]/[Valuation Time]/[Any time on a Knock-in Determination Day]/[Not applicable]
	(y)	Knock-in Observation Price Source:	[*specify*]
	(z)	Disruption Consequences:	[Applicable/Not applicable]
45.	Knock-out Event[32]:		[Applicable/Not applicable] [If applicable: [*specify*]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(aa)	SPS Knock-out Valuation:	[Applicable/Not applicable] [*If applicable insert relevant provisions from Conditions*] [*If SPS Knock-out Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-out Valuation is applicable.*] [*If FX Knock-out Valuation is applicable, insert relevant provisions from Conditions.*] [FX Coupon Performance: [Applicable/Not applicable]] [Performance Value: [Applicable/Not applicable]]
	(bb)	Level:	[Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]/[Not applicable]
	(cc)	Knock-out Level /Knock-out Range Level:	[*specify*] [FX Knock-out Level] [*If FX Knock-out Level is specified, insert relevant provisions from Conditions*]
	(dd)	Knock-out Period Beginning Date:	[*specify*]
	(ee)	Knock-out Period Beginning Date Day Convention:	[Applicable/Not applicable]
	(ff)	Knock-out Determination Period:	[*specify*]/[See definition in Condition 16]
	(gg)	Knock-out Determination Day(s):	[*specify*]/[Each [Scheduled Trading Day/ Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business Day/Business Day] in the Knock-out Determination Period]
	(hh)	Knock-out Period Ending Date:	[*specify*]
	(ii)	Knock-out Period Ending Date	[Not applicable/Applicable]

[32] Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

	Day Convention:	
(jj)	Knock-out Valuation Time:	[*specify*]/[See definition in Condition 16] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not applicable]
(kk)	Knock-out Observation Price Source:	[*specify*]
(ll)	Disruption Consequences:	[Applicable/Not applicable]

35. EXERCISE,VALUATION AND REDEMPTION

(a)	Notional Amount of each Certificate:	[[*currency*][*amount*]/[Not applicable]].
(b)	Partly Paid Certificates:	The Certificates [are/are not] Partly Paid Certificates. [*specify details of the amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Certificates and interest due on late payment*] (*N.B. A new form of Global Certificate may be required for Partly Paid Certificates*)
(c)	Interest:	[Applicable/Not Applicable] [Coupon Switch: [Applicable / Not applicable] [If applicable: [Coupon Switch Election: Applicable]/[Automatic Coupon Switch: Applicable [*insert relevant provisions from Conditions*]] Pre-Switch Coupon: [*specify Interest Basis*] - [Fixed Rate]/[Floating Rate]/[Linked Interest]: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon]/[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon]/[Nova Coupon]/[Sum Coupon]/[Option Max Coupon]/[FX Vanilla Coupon]/[FX Digital Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[FI Digital Coupon]/[Range Accrual Coupon]/[Combination Floater Coupon]/[PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon] (see items [*specify*] below) Post-Switch Coupon: [*specify Interest Basis*] - [Fixed Rate]/[Floating Rate]/[Linked Interest]: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon]/[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon]/[Nova Coupon]/[Sum Coupon]/[Option Max Coupon]/[FX Vanilla Coupon]/[FX Digital Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[FI Digital Coupon]/[Range Accrual Coupon]/[Combination Floater Coupon]/[PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon] (*insert relevant provisions, replicating relevant prompts from this item (c) and items (d) to (j)*

and (k) to (t) as applicable, below)

Additional Switch Coupon: [Applicable/Not applicable][*If applicable*: [*Specify*] [Notional Amount × [●]%]]

Coupon Switch Date[s]: [*Specify*]]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph* and *if no Premium Amount payable also delete items 35(d) - 35(t)*)

(*If the Certificates are Fixed Rate Certificates and Floating Rate Certificates, complete prompts (i) to (xiii) accordingly*)

(i)	Interest Period(s):	[*specify*]
(ii)	Interest Period End Date(s):	[*specify*]
(iii)	Business Day Convention for Interest Period End Date(s):	[Following/Modified Following/Preceding/FRN/None/Not applicable]
(iv)	Interest Payment Date(s):	[*specify*]
(v)	Business Day Convention for Interest Payment Date(s):	[Following/Modified Following/Preceding/FRN/None/Not applicable] (*If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention*)
(vi)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[*specify*]
(vii)	Margin(s):	[[+/-][*specify*] per cent. per annum/Not applicable]
(viii)	Minimum Interest Rate:	[[*specify*] per cent. per annum/Not applicable]
(ix)	Maximum Interest Rate:	[[*specify*] per cent. per annum/Not applicable]
(x)	Day Count Fraction:	[*specify*]/[unadjusted]
(xi)	Determination Dates:	[*specify*] in each year [*insert regular payment dates, ignoring issue date or redemption date in the case of a long or short first or last coupon.*] (*N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)
(xii)	Accrual to Redemption:	[Applicable/Not Applicable] [If Accrual to Redemption is Not Applicable: Accrual to Preceding IPED: [Applicable/Not Applicable][*insert in the case of Credit Securities where Accrual to Redemption is Not Applicable*]]

(xiii)	Rate of Interest:	[Fixed Rate] [Floating Rate] [Fixed Rate and Floating Rate] [Linked Interest]
(xiv)	Coupon Rate: (*Include one or more of the following if applicable*):	[SPS Fixed Coupon applicable: [*Insert formula and other related provisions from Payout Conditions*] [SPS Variable Amount Coupon applicable: [*Insert formula and other related provisions from Payout Conditions.*]] [Digital Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [Snowball Digital Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [Accrual Digital Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [Stellar Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [Cappuccino Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [Ratchet Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [Driver Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [Nova Coupon applicable: [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]] [Sum Coupon applicable: [*Insert formula and other related provisions from Payout Conditions*]] [Option Max Coupon applicable: [*Insert formula and other related provisions from Payout Conditions*]] [FX Vanilla Coupon applicable:

Insert formula, relevant value(s) and other related provisions from Payout Conditions]]

[FI Digital Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.] (*If FI Digital Coupon is applicable, distinguish in "Rate" below, between the Rate which is FI Rate A and the Rate which is FI Rate B*)]

[FX Digital Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Range Accrual Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[FX Range Accrual Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FX Memory Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Combination Floater Coupon applicable:

[*Insert formula and other related provisions from Payout Conditions.*]]

[PRDC Coupon applicable:
[*Insert formula and other related provisions from Payout Conditions.*]]

[FI Digital Floor Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[FI Digital Cap Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[FI Target Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Rate: [[●] per cent. [per annum]

(*If more than one fixed rate is to be determined, specify each such rate*)]

[Floating Rate – [Screen Rate Determination/ISDA Determination/FBF Determination]

(*If more than one floating rate is to be determined, repeat sub-paragraphs of (f) and (g), as applicable, for each such rate*)]

			[Vanilla Call Rate [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]] [Vanilla Call Spread Rate [*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]
(d)	Fixed Rate Provisions:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) (*Specify if more than one fixed rate is to be determined*)
	(i)	Fixed Rate[(s)] of Interest ([including/excluding] on overdue amounts after Redemption Date or date set for early redemption):	[*specify*] per cent. [per annum].
	(ii)	Fixed Coupon Amount[(s)]:	[[*specify*] per Certificate [Not applicable]]
(e)	Floating Rate Provisions		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) (*Specify if more than one floating rate is to be determined*)
	(i)	Manner in which Rate of Interest and Interest Amount to be determined:	[Screen Rate Determination/ISDA Determination/FBF Determination
	(ii)	Linear Interpolation:	[Not applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using linear interpolation (*specify for each short or long interest period*)]
(f)	Screen Rate Determination:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Reference Rate:		[LIBOR/EURIBOR] (*The Reference Rate must be LIBOR or EURIBOR*)
	(ii) [Interest]/[Premium Amount] Determination Date(s):		[*specify*] (*Second London business day prior to the start of each Interest Period if LIBOR and second TARGET2 day prior to the start of each Interest Period if EURIBOR*)

	(iii)	Specified Time:	[*specify*] (*which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR*)
	(iv)	Relevant Screen Page:	[*specify*]
			(*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)
(g)	ISDA Determination:		[Applicable/Not applicable]
			(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Floating Rate Option:	[*specify*]
	(ii)	Designated Maturity:	[*specify*]
	(iii)	Reset Date:	[*specify*]
(h)	FBF Determination:		[Applicable/Not applicable]
			[If applicable:
			[*specify relevant terms*]]
(i)	Linked Interest Certificates		[Applicable – see [Index/Share/ETI/Debt/Commodity/ Inflation Index/Currency/Fund/Futures] Linked Interest Certificates below/Not applicable]
(j)	Payment of Premium Amount(s):		[Applicable/Not applicable]
	(i)	Premium Amount(s)	[*specify*]/[Notional Amount x Premium Amount Rate]
	(ii)	Linked Premium Amount Certificates:	[Applicable - see [Index/Share/ETI/Debt/Commodity/ Inflation Index/Currency/Fund/Futures] Linked Premium Amount Certificates below/Not applicable]
	(iii)	Variable Premium Amount Certificates:	[Applicable – see sub-paragraphs [(f)]/[(g)] above]/[Not applicable]
		Day Count Fraction:	[*specify*]/[unadjusted]
	(iv)	Premium Amount Payment Date(s):	[*specify*]
	(v)	Premium Amount Rate:	
		(*Include one of the following if applicable*):	[SPS Fixed Coupon applicable:
			[*Insert formula and other related provisions from Payout Conditions.*]]
			[SPS Variable Amount Coupon applicable:
			[*Insert formula and other related provisions from Payout Conditions*.]]
			[Digital Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Snowball Digital Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Accrual Digital Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Stellar Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Cappuccino Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Ratchet Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Driver Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Nova Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Sum Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Option Max Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FX Vanilla Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[FI Digital Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.] (If FI Digital Coupon is applicable, distinguish in (d), (e), (f) or (g), as applicable, between the Rate which is FI Rate A and the Rate which is FI Rate B)*]

[FX Digital Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions* *from Payout Conditions*.]]

[Range Accrual Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[FX Range Accrual Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[FX Memory Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[Combination Floater Coupon applicable:

[*Insert formula and other related provisions from Payout Conditions*]]

[PRDC Coupon applicable:

[*Insert formula and other related provisions from Payout Conditions*]]

[FI Digital Floor Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FI Digital Cap Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FI Target Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

	[Rate:	[[●] per cent. [per annum]] (*If more than one fixed rate is to be determined, specify each such rate*)] [*Floating Rate – [Screen Rate Determination/ISDA Determination/FBF Determination*]] (*If more than one floating rate is to be determined, repeat sub-paragraphs (f) and (g) as applicable, for each such rate*)] [Vanilla Call Rate [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]] [Vanilla Call Spread Rate [*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]
(vi)	Premium Amount Record	[*specify*]

		Date(s):	
(k)	Index Linked [Interest/Premium Amount] Certificates:		[Applicable/Not applicable]
	(i)	Index/Basket of Indices/Index Sponsor(s):	[*specify name of Index/Indices*] [*specify name of Index Sponsor(s)*] [The [●] Index is a [Component Security]/[Multi-Exchange] Index][33] [The [●] Index is a Custom Index][34] [The [●] Index is a Connected Third Party Index.][35]
	(ii)	Averaging:	Averaging [applies/does not apply]. [The Averaging Dates are [●].] [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] [the provisions of Annex 2] will apply.]
	(iii)	[Interest/Premium Amount] Valuation Time:	[*specify*]
	(iv)	[Interest/Premium Amount] Valuation Date(s):	[*specify*]
	(v)	Index Correction Period	[As per Conditions/*specify*]
	(vi)	Observation Dates:	[*specify*] [In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement][the provisions of Annex 2] will apply.][Observation Day Disruption Consequences are not applicable.]
	(vii)	Observation Period:	[*specify*]
	(viii)	Specified Maximum Days of Disruption:	[[As defined in Condition 1]/[*specify*] [Scheduled Trading Days]]
	(ix)	Exchange(s):	[*specify*]
	(x)	Related Exchange(s):	[*specify*]/[All Exchanges]
	(xi)	Exchange Business Day:	[Single Index Basis/All Indices Basis/Per Index Basis]
	(xii)	Scheduled Trading Day:	[Single Index Basis/All Indices Basis/Per Index Basis] (*must match election made for Exchange Business Day*)
	(xiii)	Settlement Price:	[Official opening level]/[Official closing level]/[level at the Valuation Time]
	(xiv)	Weighting:	[The weighting to be applied to each item comprising the Basket

33 Specify each Component Security Index and/or Multi-Exchange Index (if any).
34 Specify each Custom Index (if any).
35 Specify each Connected Third Party Index (if any).

			of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in accordance with Annex 2 [*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Indices*)/Not applicable]
(xv)	Delayed Redemption on Occurrence of an Index Adjustment Event:		[Applicable/Not applicable] [*If applicable:* Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Notional Amount]
(xvi)	Additional provisions applicable to Custom Indices:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(A)	Screen Page:	[●]
	(B)	Strike Date:	[●]
	(C)	Strike Price:	The Strike Price will be calculated as per Conditions/[●] [*insert calculation method*]
	(D)	Custom Index Business Day:	[All Indices Basis/Per Index Basis/Single Index Basis]
	(E)	Scheduled Custom Index Business Day:	[All Indices Basis/Per Index Basis/Single Index Basis] (*must match election made for Custom Index Business Day*)
	(F)	Valuation Time:	[As per the Conditions]/[[●], being the time specified on the Valuation Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] (*N.B. if no time is specified, the Valuation Time will be as per the Conditions*)]
	(G)	Custom Index Correction Period:	[As per Conditions]/[[●]*specify*]
	(H)	Delayed Redemption on Occurrence of Custom Index Adjustment Event :	[Applicable with a rate of [●] per cent. per annum/Not applicable]
	(I)	Custom Index Disruption Event:	[[Specified Maximum Days of Disruption will be equal to: [●]]/[As per Conditions]] (If no Specified Maximum Days of Disruption are stated,

			Specified Maximum Days of Disruption will be equal to twenty)
(xvii)	Additional provisions applicable to Futures Price Valuation:		[Applicable/Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(A)	Rolling Futures Contract Securities:	[Yes/No]
	(B)	Exchange-traded Contract:	[*specify*]/[*If the Index Securities are Rolling Futures Contract Securities*: Index Security Condition 9.2 applies]
	(C)	Delivery or expiry month:	[*specify*]/[Not applicable] (*Not applicable in the case of Index Securities that are Rolling Futures Contract Securities*)
	(D)	Period of Exchange-traded Contracts:	[*specify*]/[Not applicable] (*Only applicable in case of Index Securities that are Futures Rollover Securities*)
	(E)	Futures or Options Exchange:	[*specify*]
	(F)		
	(G)	Futures Rollover [Date/Period]:	[Not applicable]/[*specify*]

(l)	Share Linked [Interest/Premium Amount] Certificates:		[Applicable/Not applicable]
	(i)	Share(s)/Share Company/Basket Company/GDR/ADR:	[*insert type of Share(s) and Share Company/Basket Companies*] [ISIN][Screen Page][Exchange Code] [GDR/ADR applicable] [*insert GDR/ADR*][36]
	(ii)	Relative Basket Performance:	[Not applicable/*specify*]
	(iii)	Averaging:	Averaging [applies/does not apply]. [The Averaging Dates are [●].] [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
	(iv)	[Interest/Premium Amount] Valuation Time:	[*specify*]
	(v)	[Interest/Premium	[*specify*]

[36] In the case of Share Linked Interest Certificates relating to a GDR/ADR, complete Share Linked Interest Certificates Pricing Supplement as applicable for GDR/ADR references asset(s).

		Amount]Valuation Date(s):	
	(vi)	Observation Dates:	[*specify*] [In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] [Observation Day Disruption Consequences are not applicable.]
	(vii)	Observation Period:	[*specify*]
	(viii)	Specified Maximum Days of Disruption:	[[As defined in Condition 1]/[*specify*] [Scheduled Trading Days]]
	(ix)	Exchange(s):	[*specify*]
	(x)	Related Exchange(s):	[*specify*]/[All Exchanges]
	(xi)	Exchange Business Day:	[Single Share Basis/All Shares Basis/Per Share Basis]
	(xii)	Scheduled Trading Day:	[Single Share Basis/All Shares Basis/Per Share Basis] (*must match election made for Exchange Business Day*)
	(xiii)	Settlement Price:	[Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time]
	(xiv)	Weighting:	[The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [*specify*]. Each such Weighting shall be subject to adjustment [in accordance with Annex 3/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Shares*)]
	(xv)	Delayed Redemption on Occurrence of an Extrordinary Event:	[Applicable/Not applicable] [*If applicable:* Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Notional Amount]
(m)	ETI Linked [Interest/Premium Amount] Certificates:		[Applicable/Not applicable]
	(i)	ETI/ETI Basket:	[*specify*]
	(ii)	ETI Interest(s):	[*Insert type of ETI Interest(s)]*
	(iii)	Averaging:	Averaging [applies/does not apply]. [The Averaging Dates are [●].]
	(iv)	Exchange(s):	[*specify*]/[Not applicable]
	(v)	Related Exchange:	[*specify*]/[All Exchanges]/[Not applicable]
	(vi)	Exchange Business Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
	(vii)	Scheduled Trading Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest

		Basis]
(viii)	ETI Related Party:	[As per Conditions]/[*specify*]
(ix)	Calculation Date(s):	[As per Conditions]/[*specify*]
(x)	Initial Calculation Date:	[*specify*]/[Not applicable]
(xi)	Final Calculation Date:	[*specify*]/[Not applicable]
(xii)	Hedging Date:	[*specify*]
(xiii)	Investment/AUM Level:	[As per Conditions][*specify*]
(xiv)	Value per ETI Interest Trading Price Barrier:	[As per Conditions]/[*specify*]
(xv)	Number of Value Publication Days:	[[●] calendar days] [[●] Value Business Days] [Value Business Day Centre(s): [*specify*] *(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Value Business Days)*]
(xvi)	Value Trigger Percentage:	[As per Conditions]/[*specify*]
(xvii)	Value Trigger Period:	[As per Conditions]/[*specify*]
(xviii)	Basket Trigger Level:	[As per Conditions]/[*specify*]
(xix)	Settlement Price/Closing Price:	[Official closing price]/[Value per ETI Interest]
(xx)	Valuation Time:	[*specify*]
(xxi)	Specified Maximum Days of Disruption:	[As per Conditions]/[*specify*]
(xxii)	[Interest/ Premium Amount] Valuation Time:	[*specify*]
(xxiii)	[Interest/ Premium Amount] Valuation Date:	[*specify*]
(xxiv)	Maximum Stock Loan Rate:	[The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant ETI Interest*] is [●].]
(xxv)	ETI Interest Correction Period:	[*specify*]
(xxvi)	Termination Amount:	[Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[As per Conditions]
(xxvii)	Simple Interest Spread:	[As per Conditions]/[*specify*]
(xxviii)	Termination Date:	[*specify*]
(xxix)	Weighting:	The Weighting to be applied to each ETI Interest comprising the ETI Basket is [*specify*]
(xxx)	ETI Documents:	[As per Conditions][*specify*]
(xxxi)	[Protected Amount :	[*If Delayed Redemption on Occurrence of an Extraordinary ETI Event and Principal Protected Termination Amount are applicable*: [*specify*] per cent. of the Notional Amount]

	(xxxii)	Delayed Redemption on Occurrence of an Extraordinary ETI Event :	[Applicable/Not applicable]
(n)	Debt Linked [Interest/Premium Amount] Certificates:		[Applicable/Not applicable]
	(i)	Debt Instruments:	[*specify*] [Not applicable] (*Not applicable if Futures Price Valuation applicable*)
	(ii)	Averaging:	Averaging [applies/does not apply]. [The Averaging Dates are [●].] [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
	(iii)	[Interest/Premium Amount] Valuation Time:	[*specify*]
	(iv)	[Interest/Premium Amount] Valuation Date:	[*specify*]
	(v)	Observation Dates:	[*specify*] [In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] [Observation Day Disruption Consequences are not applicable.]
	(vi)	Observation Period:	[*specify*]
	(vii)	Specified Maximum Days of Disruption:	[As defined in Condition 1/[[*specify*] Scheduled Trading Days] [Not applicable] (*Not applicable if Futures Price Valuation applicable*)
	(viii)	Exchange Business Day Centre(s):	[*specify*]
	(ix)	Nominal Amount:	[The relevant nominal amount is [●] and the Relevant Screen Page is [●].][Not applicable] (*Not applicable if Futures Price Valuation applicable*)
	(x)	Reference Price:	[The Reference Price[s] for [*insert relevant Debt Instrument(s)*] is/are the [bid price]/[mid price]/[offer price]/[bid yield]/[mid yield]/[offer yield].] [Not applicable] *(Not applicable if Futures Price Valuation applicable)*
	(xi)	Delayed Redemption on Occurrence of Debt Instrument Redemption Event:	[Applicable/Not applicable] [*If applicable*: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Notional Amount] (*Not applicable if Futures Price Valuation applicable*)
	(xii)	Debt Instrument	[As per the Conditions]/[ ]/[Not applicable]

	Correction Period:		(*Not applicable if Futures Price Valuation applicable*)
(xiii)	Debt Instrument Issuer:		[ ]/[Not applicable] (*Not applicable if Futures Price Valuation applicable*)
(xiv)	Weighting:		[Not applicable/The weighting to be applied to each item comprising the Basket of Debt Instruments to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.]
(xv)	Additional provisions applicable to Futures Price Valuation:		[Applicable]/[Not applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(A)	Rolling Futures Contract Securities:	[Yes/No]
	(B)	Exchange-traded Contract:	[*Specify*][*If the Debt Securities are Rolling Futures Contract Securities*: Debt Security Condition 7 applies]
	(C)	Synthetic Debt Instrument:	[*include description of the key terms of the synthetic debt instrument*]
	(D)	Delivery or expiry month:	[*Specify*]/[Not applicable] (*Not applicable in the case of Debt Securities that are Rolling Futures Contract Securities*)
	(E)	Period of Exchange-traded Contracts:	[*Specify*]/[Not applicable] (*Only applicable in the case of Debt Securities that are Rolling Futures Contract Securities*)
	(F)	Futures or Options Exchange:	[*Specify*]
	(G)		
	(H)	Futures Rollover [Date/Period]:	[Not applicable]/[*Specify*]
	(I)	Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract	[Applicable/Not applicable] [*If applicable*: Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable: Protected Amount*: [*specify*] per cent. of the Notional Amount]
	(J)	Daily Settlement Price Correction Period:	[As per the Conditions][*Specify*]
(o)	Commodity Linked [Interest/Premium Amount]		[Applicable/Not applicable]

Certificates:

(i)	Commodity/ Commodities/Commodity Index/Commodity Indices:	[specify Commodity/Commodities/Commodity Index/Commodity Indices] [The Sponsor[s] of the Commodity Index/Indices is [●]]
(ii)	[Interest/Premium Amount] Pricing Date(s):	[*specify*]
(iii)	Initial [Interest/Premium Amount] Pricing Date:	[*specify*]
(iv)	Final [Interest/Premium Amount] Pricing Date:	[*specify*]
(v)	Commodity Reference Price:	[*specify*] The Price Source is/are [●][37]
(vi)	Delivery Date:	[*specify*]/[Not applicable]
(vii)	Nearby Month:	[*specify*]/[Not applicable]
(viii)	Specified Price:	[*specify*]/[Not applicable]
(ix)	Exchange:	[*specify*]/[Not applicable]
(x)	Disruption Fallback(s):	[As per Conditions]/[*specify*]
(xi)	[Interest/Premium Amount]Valuation Time:	[*specify*]
(xii)	Specified Maximum Days of Disruption:	[As defined in Condition 1]/[*specify*][38]
(xiii)	Weighting:	The Weighting to be applied to each item comprising the Commodity Basket is [*specify*]

(p) Inflation Index Linked [Interest/Premium Amount] Certificates: [Applicable/Not applicable]

(If more than one Inflation Rate is to be determined, repeat items (i) to (ix) for each such Inflation Rate and, if FI Digital Coupon is applicable, distinguish between the Inflation Rate which is FI Rate A and the Inflation Rate which is FI Rate B)

(i)	Inflation Index/Sponsor:	[*specify name of inflation index/indices*] [*specify name of inflation index sponsor(s)*]
(ii)	Formula:	[*specify*]
(iii)	Related Bond:	[Applicable/Not applicable] [*if applicable, specify*]
(iv)	Issuer of Related Bond:	[Applicable/Not applicable]
(v)	Fallback Bond:	[Applicable/Not applicable]

37 Delete if using automated Commodity Reference Prices.
38 Only applicable in respect of Commodity Securities linked to a single Commodity.

	(vi)	Related Bond Redemption Event:	[Applicable/Not applicable] [*if applicable, specify*]
	(vii)	Substitute Inflation Index Level:	[As determined in accordance with Annex 7] [*specify*]
	(viii)	Cut-off Date:	In respect of a [Valuation Date], the day that is [*specify*] Business Days prior to such [Valuation Date].
	(ix)	Interest Valuation Date:	[*specify*]
	(x)	Valuation Time:	[*specify*]
(q)	Currency Linked [Interest/Premium Amount] Certificates:		[Applicable/Not applicable]
	(i)	The relevant base currency (the "**Base Currency**") is:	[*specify*]
	(ii)	The relevant subject [currency/currencies] ([the]/[each a] "**Subject Currency**") [is/are]:	[*specify*]
	(iii)	Weighting:	[*specify*]
	(iv)	Price Source:	[*specify*]
	(v)	Specified Maximum Days of Disruption:	[*specify*]/[five] Scheduled Trading Days
	(vi)	Averaging Date(s):	[*specify*] [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]]
	(vii)	Observation Date(s):	[*specify*] [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]]
	(viii)	Strike Date:	[*specify*] [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]]
	(ix)	Relevant Screen Page:	[*specify*]
	(x)	Valuation Time:	[*specify*]
	(xi)	[Interest/Premium Amount] Valuation Date:	[*specify*] [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]]
	(xii)	Delayed Redemption on Occurrence of a Disruption Event:	[Applicable/Not applicable] [*If applicable:*

			Principal Protected Termination Amount: [Applicable/Not applicable]
			[*If Principal Protected Termination Amount is applicable*:
			Protected Amount: [*specify*] per cent. of the Notional Amount]
(r)	Fund Linked [Interest/Premium Amount] Certificates:		[Applicable/Not applicable]
	(i)	Fund/Fund Basket:	[*specify*]
			[The [●] Fund is a Mutual Fund]
			The [●] Fund is a Hedge Fund]
			[The [●] Fund is a Private Equity Fund]
	(ii)	Fund Share(s):	[*specify*]
	(iii)	Fund Documents:	[As per Conditions][*specify*]
	(iv)	Fund Business Day:	[All Fund share Basis] [Per Fund share Basis][Single Fund share Basis]
	(v)	Fund Service Provider:	[As per Conditions]/[*specify*]
	(vi)	[Interest/Premium Amount] Valuation Date:	[*specify*]
	(vii)	Calculation Date(s):	[As per Conditions]/[*specify*]
	(viii)	Initial Calculation Date:	[As per Conditions]/[*specify*]
	(ix)	Final Calculation Date:	[*specify*]
	(x)	Hedging Date:	[*specify*]
	(xi)	AUM Level:	[As per Conditions]/[*specify*]
	(xii)	NAV Trigger Percentage:	[As per Conditions]/[*specify*]
	(xiii)	NAV Trigger Period:	[*specify*]
	(xiv)	Number of NAV Publication Days:	[As per Conditions]/[*specify*]
	(xv)	Basket Trigger Level:	[As per Conditions]/[*specify*]
	(xvi)	Termination Amount:	[Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[As per Conditions]
	(xvii)	Simple Interest Spread:	[As per Conditions]/[*specify*]
	(xviii)	Termination Date:	[*specify*]
	(xix)	Weighting:	The Weighting to be applied to each Fund Share comprising the Fund/Fund Basket is [*specify*]
	(xx)	Delayed Redemption on Occurrence of an Extraordinary Fund	[Applicable/Not applicable]

		Event :	
	(xxi)	Delayed Payment Cut-off Date:	[As per Conditions]/[*specify*]
	(xxii)	[Protected Amount :	[*If Delayed Redemption on Occurrence of an Extraordinary Fund Event and Principal Protected Termination Amount are applicable*: [*specify*] per cent. of the Notional Amount]
(s)	Futures Linked [Interest/Premium Amount] Certificates:		[Applicable/Not applicable]
	(i)	Futures:	[*insert type of Futures*]
	(ii)	Averaging:	Averaging [applies/does not apply]. [The Averaging Dates are [●].] [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
	(iii)	[Interest/Premium Amount] Valuation Time:	[*specify*]
	(iv)	Valuation Date:	[*specify*]
	(v)	Observation Dates:	[*specify*] [In the event that an Observation Date is a Disruption Day [Omission/Postponement/Modified Postponement] will apply.] [Observation Day Disruption Consequences are not applicable.]
	(vi)	Observation Period:	[*specify*]
	(vii)	Specified Maximum Days of Disruption:	[As defined in Condition 1]/[*specify*] [Scheduled Trading Days]
	(viii)	Exchange(s):	[*specify*]
	(ix)	Exchange Business Day:	[Single Future Basis/All Futures Basis/Per Futures Basis]
	(x)	Scheduled Trading Day:	[Single Future Basis/All Futures Basis/Per Futures Basis] (*must match election made for Exchange Business Day*)
	(xi)	Weighting:	[The weighting to be applied to each item comprising the Basket to ascertain the Settlement Price is [*specify*]. Each such Weighting shall be subject to adjustment [in accordance with Annex 10/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket*)]
	(xii)	Delayed Redemption on Occurrence of a Futures Adjustment Event:	[Applicable/Not applicable] [*If applicable:* Principal Protected Termination Amount: [Applicable/Not applicable] [*If Principal Protected Termination Amount is applicable*: Protected Amount: [*specify*] per cent. of the Notional Amount]
(t)	Underlying Interest Rate Linked		[Applicable/Not applicable]

	Interest Provisions		*(If not applicable, delete the remaining sub-paragraphs of this paragraph.)* (*if applicable, identify each Underlying Interest Rate$_{(i)}$ which is a Multiple Underlying Component Rate*)
	(i)	Underlying Interest Determination Date(s):	[*specify*] *(If more than one [Underlying Interest Rate] is to be determined, include the following language:* "Underlying Interest Rate$_1$:"*)*
	(ii)	Manner in which the Underlying Interest Rate is to be determined:	[Screen Rate Determination/ISDA Determination]
	(iii)	Screen Rate Determination:	
		Underlying Reference Rate:	[*specify*] *(Either LIBOR, EURIBOR or other)*
		Specified Time:	[*specify*] *(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)*
		Relevant Screen Page:	[*specify*]
	(iv)	ISDA Determination	
		Floating Rate Option:	[*specify*]
		Designated Maturity:	[*specify*]
		Reset Date:	[*specify*]
	(v)	Underlying Margin(s):	[+/-][●] per cent. per annum
	(vi)	Minimum Underlying Reference Rate:	[●] per cent. per annum
	(vii)	Maximum Underlying Reference Rate:	[●] per cent. per annum
			(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate$_2$:" *and repeat items (ii) to (vii).* *Repeat for each Underlying Interest Rate.)*
(u)	[Instalment Certificates:]		The Certificates [are/are not] Instalment Certificates.
	(i)	Instalment Amount(s)	[*specify*]
	(ii)	Instalment Date(s):	[*specify*]
(v)	[Issuer Call Option:]		[Applicable/Not applicable] (*N.B. If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption	[*specify*]

		Date(s):	[The day falling [five] Business Days following the Optional Redemption Valuation Date] (*Insert if Call Payout 1300/1 is applicable*)
	(ii)	Optional Redemption Valuation Date(s):	[*specify*] [The date designated as the Optional Redemption Valuation Date by the Issuer in the notice of redemption, being the day falling [15] Business Days after the notice referred to in Condition 34.3(a) has been delivered to the Holders in accordance with Condition 10 (*Insert if Call Payout 1300/1 is applicable*)]
	(iii)	Optional Redemption Amount(s):	[NA x [●] per cent.] [Call Payout 1300/1] [Call Payout 2300] [SPS Call Payout [*Insert formula, relevant value(s) and related provisions for Payout Conditions*]]
	(iv)	Minimum Notice Period:	[*specify*]
	(v)	Maximum Notice Period:	[*specify*]
(w)	[Holder Put Option:]		[Applicable/Not applicable] (*N.B. If not applicable, delete the remaining sub-paragraphs of this paragraph*) (*N.B. For Preference Share Certificates, Holder Put Option should be "Not applicable"*)
	(i)	Optional Redemption Date(s):	[*specify*] [The day falling [ten] Business Days after the relevant Optional Redemption Valuation Date (*Insert if Put Payout 1300/1 is applicable*)]
	(ii)	Optional Redemption Valuation Date(s):	[*specify*] [The first Put Payout 1300/1 Valuation Date falling on or after the last day of the Notice Period in which notice of redemption is validly given in accordance with Condition 34.4. "**Put Payout 1300/1 Date**" means the [specify] day of [each month]/[each [specify month] in each year commencing [on [●]/the [calendar month]/[calendar year] after the Issue Date] or, if that is not a CV Calculation Day, the immediately [preceding/succeeding] CV Calculation Day (*Insert if Put Payout 1300/1 is applicable*)]
	(iii)	Optional Redemption Amount(s):	[NA x [●] per cent.] [Put Payout 1300/1]

			[Put Payout 2210] [Put Payout 2300] [SPS Put Payout [*Insert formula, relevant value(s) and related provisions for Payout Conditions*]]
	(iv)	Minimum Notice Period:	[*specify*]
	(v)	Maximum Notice Period:	[*specify*]
(x)	[Automatic Early Redemption[39]:]		[Applicable/Not applicable]
	(i)	Automatic Early Redemption Event:	[Target Automatic Early Redemption] [FI Underlying Automatic Early Redemption] [FI Coupon Automatic Early Redemption] [[Single] Standard Automatic Early Redemption [– Automatic Early Redemption Event 1]: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [Standard Automatic Early Redemption – Automatic Early Redemption Event 2 Applicable: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [Automatic Early Redemption Event 1 [and]/[or] Automatic Early Redemption Event 2] [As per Condition 34.11 [*insert related provisions from Conditions.*]] [AER Knock-out::[Knock-out Event]/[Knock-in Event] [*Insert formula, relevant value(s) and other related provisions from Conditions*.]] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(ii)	Automatic Early Redemption Payout:	[Automatic Early Redemption Payout 2200/1] [Automatic Early Redemption Payout 2200/2] [Automatic Early Redemption Payout 2210/1] [Automatic Early Redemption Payout 2210/2] [Automatic Early Redemption Payout [1230/1] / [1230/2] / [1240/1] / [1240/2] / [1240/3] / [1250/2] / [1250/3] / [1250/5] / [1260/1] / [1260/2] / [1320/2] / [1340/1] / [1340/2]] [*Insert related provisions from Conditions*] [SPS Automatic Early Redemption Payout: [*Insert formula, relevant value(s) and related provisions from Payout Conditions]*

[39] Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities, Futures Securities and in the case of FI Underlying Automatic Early Redemption, Currency Securities and Underlying Interest Rate Securities. In respect of OET Certificates, refer to § [34(g)] above.

		[Target Automatic Early Redemption: [*Insert relevant provisions from Conditions.*]] [FI Underlying Automatic Early Redemption: [*Insert relevant provisions from Conditions.*]] Accrual to Automatic Early Redemption: [Applicable/Not applicable] [*Insert relevant provisions from Conditions*] [FI Coupon Automatic Early Redemption: [*Insert relevant provisions from Conditions.*]]
(iii)	Automatic Early Redemption Date(s):	[*specify*]
(iv)	Observation Price Source:	[*specify*]/[Not applicable]
(v)	Underlying Reference Level [1]:	[Official level]/[Official close]/[last price]/[bid price]/[asked price]/[Standard Price]/[Not applicable] SPS AER Valuation: [Applicable/Not applicable] [*If applicable insert formula, relevant value(s) and related provisions from Payout Conditions*]
[(vi)	Underlying Reference Level 2:	[Standard Underlying Reference Level]/[Not applicable]]
[(vii)	SPS AER Valuation:	[Not applicable]/[Applicable]: [SPS AER Value 1: [*insert relevant value(s) and related provisions from Payout Conditions*] [SPS AER Value 2: [*insert relevant value(s) and related provisions from Payout Conditions*]]]
(viii)	[A] Automatic Early Redemption Level [1]:	[*specify*]
	[(B) Automatic Early Redemption Level 2:	[*specify*]]
(vi)	Automatic Early Redemption Percentage:	[[●] per cent.]/[Not applicable]
(vii)	AER Exit Rate:	[Not applicable] [AER Rate] [*Insert relevant provisions from Conditions*] [AER Athena up Rate] [*Insert formula, relevant value(s) and related provisions from*

			Payout Conditions] [AER CSN Rate] [*Insert relevant provisions from Conditions*]
	(viii)	Automatic Early Redemption Valuation Date(s)/Period(s):	[*specify*]/[AER Knock-out Date]/[As per Condition 34.11] [AER 1 Redemption Valuation [Date(s)/Period(s)]: [*specify*] [AER 2 Redemption Valuation [Date(s)/Period(s)]: [*specify*]] [*For Fixed Income payouts, consider whether this is the interest determination date (i.e. 2 business days prior to the Automatic Early Redemption Date)*]
	[(vi)	AER Event 1 Underlying[s]:	[See item [●] below]/[Not applicable]]
	[(vi)	AER Event 2 Underlying[s]:	[See item [●] below]/[Not applicable]]
	[(vi)	AER Event 1 Basket:	[Applicable]/[Not applicable]]
	[(vi)	AER Event 2 Basket:	[Applicable]/[Not applicable]]
(y)	[Renouncement Notice Cut-off Time[40]]		[10.00 a.m. (Milan time)/5.00 p.m. (Milan time)][41]/[Not applicable]
(z)	[Strike Date:]		[*specify*]/[Not applicable] [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]]
(aa)	[Strike Price:]		[*specify*] / [see item [●] above] / [Not applicable]
(bb)	[Redemption Valuation Date:]		[*specify*]/[As specified in Condition [□] in relation to Open End Certificates]/ *(N.B. Where Automatic Exercise applies the Certificates are Share Securities and the Shares are traded on the Italian regulated market organised and managed by Borsa Italiana insert "the [Scheduled Trading Day] immediately preceding the Exercise Date")/[*Not applicable] [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]]
(cc)	[Averaging:]		Averaging [applies/does not apply] to the Securities. [The Averaging Dates are [*specify*].] (*Not applicable to Inflation Index Securities*) [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] (as defined in Condition 28) will apply.] (*N.B. Not applicable to Index Securities*

40 Complete in the case of Certificates listed on the Italian Stock Exchange.

41 10.00 a.m. (Milan time) where the Underlying are Shares listed in Italy or indices managed by Borsa Italiana, or otherwise choose 5.00 p.m.

		relating to a Custom Index or Commodity Securities)
		[In the event that an Averaging Date is a Disrupted Day, the provisions of Annex 2 will apply] (*N.B. Only applicable to Index Securities relating to a Custom Index*)
(dd)	[Observation Dates:]	[*specify*]/[Not applicable]
		[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]]
		[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] [Observation Day Disruption Consequences are not applicable.] (*N.B. Not applicable to Index Securities relating to a Custom Index or Commodity Securities*)
		[In the event that an Observation Date is a Disrupted Day, the provisions of Annex 2 will apply] (*N.B. Only applicable to Index Securities relating to a Custom Index*)
(ee)	[Observation Period:]	[*specify*]/[Not applicable] (Not applicable to Inflation Index Securities)
(ff)	[Settlement Business Day:]	"**Settlement Business Day**" for the purposes of Condition 5 means [*specify*]. [Not applicable] (*N.B. Only applicable in the case of Physical Delivery Securities*)
(gg)	[Cut-off Date:]	[*specify*]/[Not applicable] (N.B. Only applicable in the case of Physical Delivery Securities and if provisions in Conditions not applicable)
(hh)	[Security Threshold on the Issue Date]:	[*Specify*] (*Only relevant for Italian Listed Securities where ETS Final Payout 2210 and/or Automatic Early Redemption Payout 2210/1 are applicable*)
(ii)	Identification information of Holders as provided by Condition 29:	[Applicable / Not applicable]

DISTRIBUTION AND US SALES ELIGIBILITY

46.	U.S. Selling Restrictions:	[Applicable/Not applicable] [*if not applicable delete all items*]
(jj)	[Eligibility for sale of Securities in the United States to AIs (N.B. Only U.S. Securities issued by BNPP can be so eligible):	[The Securities are not eligible for sale in the United States.][The Securities are eligible for sale into the United States to AIs.] [*Where Securities are eligible for sale in the United States to AIs, include the following:* (i) The Securities will be issued in the form of Private Placement Definitive Securities; (ii) The Securities may [not] be issued concurrently outside the United States to non-U.S. persons [(such Securities to be represented by a Regulation S Global

Security)];

(iii) The Securities may [not] be transferred to QIBs (*N.B. Securities may only be transferred to QIBs if eligible for sale to QIBs as provided in paragraph (kk) below*);

(iv) The Securities may [not] be transferred to non-U.S. persons;

(v) The Securities may [not] be transferred to AIs;

(vi) [*insert applicable U.S. federal and state legends and selling restrictions and specify details of any transfer restrictions and any necessary certifications, if different from those set out in the Conditions (N.B. Such restrictions may be necessary, inter alia, in relation to Commodity Securities)*]; and

(vii) [*specify any amendments to the form of Exercise Notice (the form of which is set out in a schedule to the Agency Agreement)*].]

(kk) [Eligibility for sale of Securities in the United States to QIBs within the meaning of Rule 144A (N.B. except as provided in (ll) below below only U.S. Securities issued by BNPP can be so eligible):

[The Securities are not eligible for sale in the United States.][The Securities are eligible for sale in the United States under Rule 144A to QIBs.]

[Where Securities are eligible for sale in the United States under Rule 144A to QIBs, include the following:

(i) The Rule 144A Global Security will be deposited with [a custodian for DTC]/[a common depositary on behalf of Clearstream, Luxembourg/Euroclear/Iberclear/other relevant clearing system];

(ii) The Securities may [not] be issued concurrently outside the United States to non-U.S. persons [(such securities to be represented by a Regulation S Global Security)];

(iii) The Securities may [not] be transferred to QIBs;

(iv) The Securities may [not] be transferred to non-U.S. persons;

(v) The Securities may [not] be transferred to AIs (*N.B. Securities may only be transferred to AIs if eligible for sale to AIs as provided for in paragraph (jj) above*);

(vi) [*insert applicable U.S. federal and state legends and selling restrictions and specify details of any transfer* *restrictions and any necessary certifications, if different from those set out in the Conditions (N.B. Such restrictions may be necessary, inter alia, in relation to Commodity Securities)*]; and

(vii) [*specify any amendments to the form of Exercise Notice (the form of which is set out in a schedule to the Agency Agreement)*].]

(ll)	[Eligibility for sale of Securities in the United States to QIBs within the meaning of Rule 144A who are also QPs within the meaning of the Investment Company Act (N.B. All U.S. Securities issued by BNPP B.V. must include these restrictions in lieu of restrictions in (jj) or (kk) above above)	[The Securities are not eligible for sale in the United States.][The Securities are eligible for sale in the United States to persons who are both QIBs and also QPs.] [Where Securities issued by BNPP B.V. are eligible for sale in the United States, include the following: (i) The Securities are issued by BNPP B.V.; (ii) [The Securities will be issued in the form of Private Placement Definitive Securities] [The Rule 144A Global Security will be deposited with [a custodian for DTC]/[a common depositary on behalf of Clearstream, Luxembourg/Euroclear/Iberclear/other relevant clearing system]]; (iii) The Securities may [not] be issued concurrently outside the United States to non-U.S. persons [(such Securities to be represented by a Regulation S Global Security)]; (iv) The Securities may only be transferred to persons who are both QIBs and QPs; (v) The Securities may [not] be transferred to non-U.S. persons; (vi) The Securities may not be transferred to AIs;]
47.	Additional U.S. Federal income tax consequences:	[*insert details*]/[Not applicable]/[The Securities shall [not] be treated as Specified Securities (as defined in the Base Prospectus) for the purpose of Section 871(m) of the U.S. Internal Revenue Code of 1986.]
48.	Registered broker/dealer:	[BNP Paribas Securities Corp.]/[*specify other*][42]/[Not applicable] (*If syndicated, specify names of the Manager(s)*)
49.	TEFRA C or TEFRA Not Applicable:	[TEFRA C/TEFRA Not Applicable]

PROVISIONS RELATING TO COLLATERAL AND SECURITY

50.	Collateral Security Conditions:	[Applicable -– Parts A, B or C of Annex 13 (Additional Terms

[42] If U.S. Securities [N.B. if U.S. Securities are issued by BNPP B.V, the [broker/dealer] shall be BNP Paribas Securities Corp.].

		and Conditions for Secured Securities) will apply/Not applicable]
		(If not applicable, delete the remaining sub-paragraphs of this paragraph)(specify not applicable if Securities are Notional Value Repack Securities and complete paragraph 49)
		[Part A/Part B/Part C] of Annex 13 will apply.] (specify)
		[Only specify Part B where the Securities are Collateral Asset Linked Securities]
(mm)	Collateral Pool:	[*specify*]
(nn)	Type of Collateral Pool:	[Single Series Pool/Multiple Series Pool]
(oo)	(i) Eligible Collateral:	[*specify*] [Cash denominated in [Euro][an Eligible Currency] [Eligible Currency(ies)-[ ]] [*specify eligible currencies if Eligible Collateral consists of cash other than in Euro*] [Eligible Equity Collateral] [Linked Note Collateral[Credit Linked Note Collateral][Loan Participation Note Collateral][Loan Collateral][Convertible Bond Collateral][Exchangeable Bond Collateral][Covered Bond Collateral][Pfandbriefe Collateral][Zero Coupon Bond Collateral][Vanilla Debt Securities][Eligible ABS Collateral]Eligible Fund Collateral][issued by[●]/[with ISIN [●] (*specify*]/ [Specify further details][See table in Part B for further details of the assets] [Initial Collateral Assets: Applicable/Not Applicable][*Specify*][*Delete if Part C of Annex 13 is not applicable*][*Where the Securities are Collateral Asset Linked Securities, this paragraph 48(c) should be completed in conjunction with paragraphs 48(u)(iii) and 48(u)(iv)*]
	(ii) Fallback Collateral:	[Not applicable]/ [specify] [Cash denominated in [Euro][an Eligible Currency] [Eligible Currency(ies) [ ]] [specify eligible currencies if Eligible Collateral consists of cash other than in Euro] [Eligible Equity Collateral] [Linked Note Collateral[Credit Linked Note Collateral][Loan Participation Note Collateral][Loan Collateral][Convertible Bond Collateral][Exchangeable Bond Collateral][Covered Bond Collateral][Pfandbriefe Collateral][Zero Coupon Bond Collateral][Vanilla Debt Securities][Eligible ABS Collateral]Eligible Fund Collateral][issued by [●]/[with ISIN [●] (specify]/ [Specify further details][See table in Part B for further details of the assets]
(pp)	Type of collateralisation:	[MTM Collateralisation]/[Partial MTM Collateralisation]/[Nominal Value Collateralisation] / [Partial Nominal Value Collateralisation][The Securities are Notional Value Collateral Asset Linked Securities and Collateral Security Condition 10 of Part B of Annex 13 is not applicable] [The Securities are Partial Notional Value Collateral Asset Linked Securities and Collateral Security Condition 9 of Part B of Annex 13 is not applicable] [*NB - Nominal Value Collateralisation and Partial Nominal Value Collateralisation may only be applicable for Certificates*] [- Partial Collateralisation Level is equal to

		[*specify*]][*NB - where Partial MTM Collateralisation or Partial Nominal Value Collateralisation is applicable or Collateral Security Condition 10 of Part B of Annex 13 applies, specify level]* [Group Collateralisation is applicable] [*Delete where Group Collateralisation is not applicable*]
(qq)	Type of enforcement:	[Collateral Cash Settlement]/[Physical Delivery Of Collateral] /[See Part B of Annex 13][*Specify where the Certificates are Collateral Asset Linked Certificates*]/[See Collateral Security Condition 9 of Part C of Annex 13][*Specify where the Certificates are Collateral Asset Linked Certificates and Part C of Annex 13 applies*]
(rr)	Haircut	[Applicable/Not applicable]
(ss)	Security Termination Amount:	[Security Value Termination Amount]/[Security Value Realisation Proceeds]/[Nominal Value Realisation Proceeds]/[Partial Nominal Value Realisation Proceeds]/[Nominal Value Amount]/[Shortfall Value Amount]/[*specify*]/[Security MTM Termination Amount] [*NB: Nominal Value Realisation Proceeds, Partial Nominal Value Realisation Proceeds or Nominal Value Amount should not be specified as the Security Termination Amount if MTM Collateralisation or Partial MTM Collateralisation have been specified in paragraph (pp) above*] [*Only specify Security MTM Termination Amount where Part B of Annex 13 applies or Collateral Security Condition 9 of Part C of Annex 13 applies*]
(tt)	Priority of Payments:	[Not applicable]/Holder Priority of Payments, Swap Counterparty Priority of Payments, Repo Counterparty Priority of Payments, Unwind Priority of Payments [*specify*] [*NB The same Priority of Payments must apply to each series of Secured Securities secured by the same Collateral Pool*][*Specify not applicable if Part B or Part C of Annex 13 applies*]
(uu)	Additional or Alternative Security Agreement(s):	[None]/[*Specify details including governing law*]
(vv)	Limited Diversification:	[Applicable/Not applicable]
(ww)	Collateral Valuation Dates:	[*specify*]/[None]
(xx)	Collateral Calculation Agent:	[BNP Paribas Arbitrage S.N.C.]/[BNP Paribas]/[*specify*]/[Not applicable]
(yy)	Collateral Custodian:	[BNP Paribas Securities Services, Luxembourg Branch]/[*specify*]
(zz)	Collateral Agent:	[BNP Paribas Trust Corporation UK Limited]/[*specify*]
(aaa)	Swap Agreement:	[Applicable/Not applicable]
(bbb)	Swap Counterparty:	[BNP Paribas Arbitrage S.N.C.]/[BNP Paribas] [Not Applicable]/[*specify*]
(ccc)	Repurchase Agreement:	[Applicable/Not applicable]
(ddd)	Repo Counterparty:	[BNP Paribas Arbitrage S.N.C.]/[BNP Paribas] [Not Applicable]/[*specify*]

(eee)	(i)	Collateral Asset Default:	[Applicable]/[Not applicable] [Collateral Asset Default] [Collateral Asset Issuer Default] [Collateral Default Event] *(NB: Collateral Asset Issuer Default may only be specified if Part A of Annex 13 is applicable and Collateral Default Event may only be specified where Part B of Annex 13 is applicable. Delete if Collateral Asset Default is not applicable)* [Collateral Physical Settlement: [Applicable/Not applicable]] [Disruption Cash Settlement Price: *specify if Collateral Physical Settlement is applicable*]/[[Default Redemption]/[Option Value Redemption] is applicable. [*NB Delete Collateral Physical Settlement, Disruption Cash Settlement Price, Default Redemption/Option Value Redemption if Collateral Asset Default is not applicable*]
	(ii)	Hedging Failure:	[Applicable]/[Not applicable]
(fff)	Collateral Security Credit Certificates:		[Collateral Security Condition 8 in [Part B][Part C] of Annex 13 is applicable and the Secured Securities are Collateral Security Credit Certificates]/[Not applicable] *[If not applicable delete the remaining sub paragraphs of this paragraph*]
	(i)	Redemption Date:	[*specify*]
	(ii)	Reference Entity:	[*specify*]
	(iii)	Terms relating to Settlement:	[As per Collateral Security Condition 8]
	(iv)	Accrual of Interest upon Credit Event:	[As per Collateral Security Condition 8.3(a)(i)]/[As per Collateral Security Condition 8.3(a)(ii)]/[Not applicable]
(ggg)	Collateral Asset Linked Securities:		[[[Collateral Security Condition [9][10] of] Part B of Annex 13] [Collateral Security Condition 9 of Part C of Annex 13] is applicable and the Secured Securities are Collateral Asset Linked Securities]/[Not applicable] [*If not applicable delete the remaining sub paragraphs of this paragraph*]
	(i)	Initial Posting Date:	[Issue Date]/[*specify*]
	(ii)	Distributor:	[*specify*]/[None]
	(iii)	MTM Adjustable Assets:	[*specify*]/[*Include ISINs where applicable*] [*NB must also constitute Eligible Collateral*]/[Not applicable] [NB "Not applicable" to be specified only in respect of Notional Value Collateral Asset Linked Securities or Partial Notional Value Collateral Asset Linked Securities]
	(iv)	Reference Collateral Assets:	[*specify*]/[*Include ISINs where applicable*][*NB must also constitute Eligible Collateral*]
	(v)	Reference Collateral Assets Issuer:	[*specify*]
	(vi)	Reference Delivery Amount:	[As per Conditions]/[*specify*]
	(vii)	Security MTM	[Realisation Proceeds Share]/[*specify*]

	Termination Amount:	
(viii)	Scheduled Underlying Reference Linked Payment(s):	[Premium Amount(s)]/[*specify*]/[Not applicable]
51.	Notional Value Repack Securities:	[Applicable – Part D of Annex 13 (Additional Terms and Conditions for Secured Securities) will apply/Not applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)(Specify not applicable if the Securities are Secured Securities but Part A, B or C of Annex 13 applies, in which case complete paragraph 77)* The Securities are [Credit] Notional Value Repack Securities
(hhh)	Collateral Pool:	[*Specify*]
(iii)	Type of Collateral Pool:	[Single Series Pool/Multiple Series Pool]
(jjj)	Collateral Assets:	[
(i)	Specified Reference Collateral Assets:	[The "Reference Collateral Assets" in respect of the series of Secured Securities are:[[*specify/include name of securities*] [issued by [●] (the "**RCA Issuer**") with ISIN: [●]] [The Eligible Collateral Issuer Obligations] /[Specified Obligations]/[The Repo Collateral Securities]
(ii)	Initial Posting Date:	[Issue Date]/[*specify*] [Settlement Grace Period is applicable where the Reference Collateral Assets Grace Period is [*specify*] Business Days]
(kkk)	Type of collateralisation:	[Nominal Value Collateralisation] / [Partial Nominal Value Collateralisation] [-Collateralisation Level is equal to [*specify*]][*NB - where Partial Nominal Value Collateralisation is applicable, specify level*] [Group Collateralisation is not applicable] [*Delete where Group Collateralisation is applicable*]
(lll)	Type of enforcement:	Physical Delivery of Collateral is [applicable:] [not applicable] [Disruption Cash Settlement Price is equal to [●]] [[Collateral Settlement Disruption Period is [as set out in Collateral Security Condition 1][specify][*Delete if Physical Delivery of Collateral is not applicable*]]
(mmm)	Security Termination Amount:	[Nominal Value Realisation Proceeds]/[Partial Nominal Value Realisation Proceeds]/[Realisation Proceeds]/ [Physical Delivery of Collateral]
(nnn)	Priority of Payments:	[Holder Priority of Payments] /[Swap Counterparty Priority of Payments] /[Swap Counterparty Priority of Payments – Subordination Flip] /[Repo Counterparty Priority of Payments]
(ooo)	Additional or Alternative Security Document(s):	[None]/[*Specify details including governing law*] [The Pledge Agreement will be governed by [*specify*] law] [*Insert where Pledge Agreement governed by a law other than Luxembourg law*]

(ppp)	Security Trustee:			[The Law Debenture Trust Corporation p.l.c.]/ [*specify*]
(qqq)	Secured Parties:			[As set out in Collateral Security Condition 1] [*specify*]
(rrr)	Collateral Calculation Agent:			[As set out in Collateral Security Condition 1]/[*specify*]
(sss)	Collateral Custodian:			[BNP Paribas Securities Services, Luxembourg Branch]/ [*specify*]
(ttt)	Related Agreement[s]:			[Applicable/Not applicable] [*Delete remaining sub-paragraphs if not applicable*]
	(i)	Swap Agreement:		[Applicable/Not applicable][*Delete remaining sub-paragraphs if not applicable*]
		–	Swap Counterparty:	[BNP Paribas] /[*specify*]
		–	Credit Support Document:	[As set out in Collateral Security Condition 1]/[*specify*]/ [Not applicable]
		–	Swap Agreement Termination Payment:	[Recovery Access: [Applicable][Not applicable]]
	(ii)	Repurchase Agreement:		[Applicable/Not applicable]
		–	Repo Counterparty:	[BNP Paribas] / [Not applicable]/[*Specify*]
		–	Repo Collateral Securities	[*Specify*]
	(iii)	Collateral Exchange Agreement:		[Applicable/Not applicable]
		–	Collateral Exchange Counterparty:	[BNP Paribas]/[*Specify*]
		–	Replacement Collateral Assets:	[*Specify*]
		–	Over Collateralisation Level:	[*Specify*]
(uuu)	Early Redemption Events:			[The following Early Redemption Event[s] will apply to the Securities: [Annex Early Redemption Event;] [Asset Payment Default Event;] [Asset Default Event;] [Asset Redemption Event;] [Asset Payment Shortfall Event;] [CDS Credit Event;] [MTM Trigger Redemption Event;] [RCA Change in Law Event;] [RCA Regulatory Event;]

[RCA Repudiation/Moratorium Event;]

[RCA Restructuring Event;]

[RCA Tax Event;]

[RCA Issuer Bankruptcy Event;]

[RCA Issuer/Parent Bankruptcy Event;]

[RCA Issuer/Parent Payment Default Event;]

[RCA Issuer/Parent Restructuring Event;]

[RCA Issuer/Parent Governmental Intervention Event;]

[RCA Issuer/Parent Obligation Acceleration Event;]

[RCA Issuer/Parent Repudiation/Moratorium Event;] [and]

[Related Agreement Termination Event;]

[will apply in respect to the following RCA Reference Entity[ies]]/[*Specify*]:[*Include wording listing the relevant Early Redemption Events from list above where different Early Redemption Events apply to different RCA Reference Entities.*]

[and] [Early Redemption Scenario [1, 2, 3] will apply.][in respect to the following RCA Reference Entity[ies]/:[*Specify*].] [*Include wording specifying the relevant Early Redemption Scenario where different Early Redemption Scenarios apply to different RCA Reference Entities*]

(i)	Event Trigger Date:	[As set out in Collateral Security Condition 1] [*specify*]
(ii)	RCA Reference Entity:	[RCA Issuer;] [RCA Parent;] [RCA Guarantor;] [Specified Reference Entity;] [and] [Eligible Collateral Issuer;]
(iii)	Terms relating to Settlement:	Collateral Physical Settlement is [not] applicable.
(iv)	Accrual of Interest upon Early Redemption Event:	[As per Collateral Security Condition 6.1(a)(i)]/[As per Collateral Condition Security Condition 6.1(b)]/[As per Collateral Security Condition 6.1(a)(ii)]/[Not applicable]
(v)	Reference Obligation(s):	

The obligation identified as follows:

Primary Obligor:	[●]
Guarantor:	[●]
Maturity:	[●]
Coupon:	[●]
CUSIP/ISIN:	[●]

Original Issue Amount		[●]
		[The obligation specified as the Reference Obligations above shall be the Original Non-Standard Reference Obligation notwithstanding that such obligation is not an obligation of the RCA Reference Entity, and notwithstanding any contrary provision of the definition of "Original Non-Standard Reference Obligation" (and, for the avoidance of doubt, paragraph (a) of the definition thereof applies).] [*Delete if not applicable or if Reference Obligation above is an obligation of the RCA Reference Entity*]
Standard Reference Obligation:		[Applicable/Not applicable/[●]
(i)	Seniority Level:	[Senior Level]/[Subordinated Level]/[●]
(ii)	Default Requirement:	[Specify]/[Not applicable] [*Specify not applicable if Transaction Type is specified*]
(iii)	Payment Requirement:	[*Specify*]/ [Not applicable] [*Specify not applicable if Transaction Type is specified*]
(iv)	Transaction Type:	[*Specify*] [Not applicable]
(o)	SB/JGB Repackaging:	[Applicable/Not applicable] [*Delete remaining sub-paragraphs if not applicable*]
(i)	Specified Reference Entity:	[Applicable – [specify]]/[Not applicable]
(ii)	Transaction Type for Specified Reference Entity:	[*Specify*][Not applicable]
(iii)	Eligible Collateral Issuer:	[Applicable- [specify]]/[Not applicable]
(iv)	Transaction Type for Eligible Collateral Issuer:	[*Specify*][Not applicable]
(v)	Eligible Collateral Issuer Obligations:	[*Specify*][Not applicable]
(vi)	Specified Obligations:	[*Specify*] [Reference Obligations] [Not applicable]
(vii)	[Obligation Category:	[In respect of the Obligations of the Specified Reference Entity: [*Specify*] [In respect of the Obligations of the Eligible Collateral Issuer:] [*Specify*] [Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan]]
(viii)	Obligation Characteristics:	[In respect of the Obligations of the Specified Reference Entity: [*Specify*] [In respect of the Obligations of the Eligible Collateral Issuer:] [*Specify*] [Not Subordinated, Specified Currency, Not Sovereign Lender,

			Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance][Financial Reference Entity Terms] [All Guarantees][*Delete if not applicable*]
	(ix)	Calculation Date:	[As specified in Collateral Security Condition 1] / [Specify]
	(x)	Default Requirement:	[*Specify*]
	(xi)	Payment Requirement:	[*Specify*]
	(xii)	Reference Collateral Credit Event(s):	[Specify] [*Where different Reference Collateral Credit events are applicable in respect of the Specified Referece Entity and the Eligible Collateral Issuer, list these separately*] [In respect of the Specified Reference Entity]: [*specify* applicable Reference Collateral Credit Event(s)] [In respect of the Eligible Collateral Issuer]: [*specify* applicable Reference Collateral Credit Event(s)] [Bankruptcy] [Failure to Pay] [Restructuring][-Multiple Holder Obligation is not applicable][*Delete where Multiple Holder Obligation is applicable*] [Repudiation/Moratorium] [Obligation Acceleration] [Obligation Default] [Governmental Intervention] [*Specify where Repudiation//Moratorium Extension is applicable or Multiple Holder Obligation is not applicable in respect of the Specified Reference Entity/the Eligible Collateral Issuer*]
	(xiii)	Publicly Available Information:	[Applicable]/[Not applicable]
	(xiv)	Multiple Credit Events:	[Applicable]/[Not applicable]
	(xv)	Method of early redemption:	[Collateral Security Condition 5.9]/[Collateral Security Condition 5.10] is applicable: [Standard]/[Payment of Reference Price]/[Delivery of Specified Obligations] [*Specify as applicable*]
	(xvi)	Method of calculating Reference Price:	[Average Market]/[Highest]/[Average Highest]
	(xvii)	Specified Number of Dealers:	[Specify]
	(xviii)	Minimum Number of Quotations:	[Specify]
(p)	MTM Trigger Redemption Event:		[Swap MTM Event] [Reference Collateral Assets MTM Event] [Secured Securities MTM Event] [Applicable / Not

			applicable][*Delete remaining sub-paragraphs if not applicable*]
	(i)	MTM Trigger Valuation Method:	[Calculation Agent Valuation] [Dealer Poll Valuation]
	(ii)	Collateral Trigger Percentage:	[[●] per cent.]
(q)	Collateral Substitution:		[Applicable]/[Not applicable] [*Delete remaining sub-paragraphs if not applicable*] [Notice of Substitution is applicable]
	(i)	Dual Substitution:	[Applicable]/[Not applicable]
	(ii)	Single Substitution:	[Applicable]/[Not applicable]
	(iii)	Alternative Substitution:	[Applicable]/[Not applicable] [*Specify replacement assets which will be substituted*]
(r)	Deferral of payments:		[Applicable]/[Not applicable]
(s)	Market Value Put Option:		[Applicable]/[Not applicable] [*Delete remaining sub-paragraphs if not applicable*]
	–	Holder's Option Period	[Specify]/[Not applicable]

49. Other terms or special conditions: [●]

(a) This Series of South African Securities will be issued on, and subject to, the applicable Conditions (being the terms and conditions of the Securities set out in the section of the Base Prospectus headed "*Terms and Conditions of the Certificates*" (the "**Certificate Conditions**"), as replaced and/or supplemented by (i) the additional terms and conditions set out in the JSE Placement Document headed "*Additional Terms and Conditions*" (the "**Additional Terms and Conditions**") and (ii) the terms and conditions of this Series of Certificates set out in this Pricing Supplement).

(b) Changes to Transfer Agent and Paying Agent:

In relation to the listing of South African Securities (as defined in the JSE Placement Document) on the JSE, Computershare Investor Services (Proprietary) Limited ("**Computershare**"), FirstRand Bank Limited, acting through its Rand Merchant Bank division ("**FNB**"), BNP Paribas Arbitrage S.N.C. ("**BNPA**") and the Issuer entered into a separate Agency Agreement dated 1 September 2016, as amended and/or supplemented from time to time (the "**South African Agency Agreement**") in terms of which the Issuer appointed Computershare Investor Services Proprietary Limited to act as Transfer Agent, FirstRand Bank Limited, acting through its Rand Merchant Bank division to act as

Paying Agent (in respect of Notes, Warrants and Certificates), and BNP Paribas Arbitrage S.N.C. or BNP Paribas to act as Calculation Agent respectively in respect of a relevant Series of South African Securities to be issued under the Programme pursuant to the Base Prospectus relating to Notes as read with the JSE Placement Document. All references in the Base Prospectus relating to Certificates to the "**Agency Agreement**" shall be to the "**South African Agency Agreement**."

Specified Offices:
Computershare Investor Services (Proprietary) Limited
70 Marshall Street
Johannesburg, 2001
South Africa
Contact: Mr C Lourens
Tel: +27 11 370 7843
Fax: +27 11 688 7707

FirstRand Bank Limited,
acting through its Rand Merchant Bank division
BankCity, 3 First Place Mezzanine Floor
Cnr Simmonds & Jeppe Street
Johannesburg, 2001
South Africa
Contact: Ms Marietjie Coetzee
Tel: +27 11 371 3451
Fax: +27 11 352 2010

BNP Paribas Arbitrage S.N.C.
8 Rue de Sofia
F-75018
Paris
France
Tel: +331 55 77 43 14
Fax: +331 55 77 78 78

[For the purpose of the Securities the terms specified in this Pricing Supplement are deemed to be incorporated into the Terms and Conditions of the W&C Securities as amended and/or supplemented by the provisions of the Additional Terms and Conditions set out in the Annex specified in this Pricing Supplement (the "**Conditions**") and shall thereby complete the Conditions for the purpose of the Securities and this Pricing Supplement may be regarded as evidencing the complete Conditions.][43]

[**THIRD PARTY INFORMATION**

[The information included in [the Annex] (the "**[●] Information**") consists of extracts from or summaries of information that is publicly available in respect of [●]. The Issuer confirms that such information has been accurately reproduced from information published by [●].][44]]

43 To be inserted if the Securities are CREST Dematerialised Securities.
44 Include only if such information has been included.

The Programme amount is unlimited.

Responsibility

The Issuer accepts full responsibility for the information contained in this Pricing Supplement except as otherwise stated herein. To the best of the knowledge and belief of the Issuer the information contained in this Pricing Supplement is in accordance with the facts and does not omit anything which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made. This Pricing Supplement contains all information required by applicable law and the [debt] listings requirements of the JSE.

Signed on behalf of [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas]

As Issuer:

By: ....

Duly authorised

By: ....

Duly authorised

PART B – OTHER INFORMATION

1. **Listing and Admission to trading – [De-listing]**

[The Securities are unlisted.]/[Application has been made to list the Securities on [*specify market – which must not be a regulated market*] and to admit the Securities for trading on [●] [with effect from [●].]

[The de-listing of the Securities on the [exchange market] specified above shall occur on [*specify*], subject to any change to such [date/period] by such [exchange market] or any competent authorities, for which the Issuer [and the Guarantor] shall under no circumstances be liable].

[Estimate of total expenses related to admission to trading: [●]/[Not applicable]]

(*Where documenting a fungible issue need to indicate if original Securities are already admitted to trading*)

2. **[Ratings**

Ratings:	[The Securities to be issued [[have been]/[are expected to be]] rated [*insert details*] by [*insert credit rating agency name(s)*].] [*Insert details clarifying when the rating will next be reviewed*.] [The Securities have not been rated.] [*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider:* [●] *(The above disclosure should reflect the rating allocated to Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*]]

3. **Performance of Underlying/Formula/Other Variable, Explanation of Effect on Value of Investment and Associated Risks and Other Information concerning the Underlying Reference**

[*Need to include details of where past and further performance and volatility of the index/formula/other variables can be obtained.*]

[The Certificates relate to the Series [●] Preference shares of the BNP Paribas Synergy Limited relating to [*insert reference asset*].

The performance of the Preference Shares depends on the performance of the relevant underlying asset(s) or basis of reference to which the Preference Shares are linked (the "**Preference Share Underlying**"). The Preference Share Underlying is [*insert reference asset*]. Information on the Preference Share Underlying (including past and further performance and volatility) is published on Reuters page [●].

The Preference Share Value will be published on [each] Business Day on [Reuters] page [●].][45]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information].

45 Include for Preference Share Certificates.

4. **Operational Information**

Relevant Clearing System(s):	Strate Proprietary Limited (the "**CSD**")
If other than Euroclear Bank S.A./N.V., Clearstream Banking, S.A., Euroclear France, [Iberclear], [Monte Titoli/Clearstream, Frankfurt] include the relevant identification number(s) and in the case of Swedish Dematerialised Securities, the Swedish Security Agent [and in the case of Danish Dematerialised Securities, the Danish Security Agent] [and in the case of Finnish Dematerialised Securities, the Finnish Security Agent] [and in the case of CREST Dematerialised Securities, the Euroclear Registrar]: [*N.B. Ensure all relevant entities have been appointed and formalities complied with in accordance with the rules and regulations of the relevant clearing system*]	[Identification number(s):]
	[Swedish Security Agent; [Svenska Handelsbanken AB (publ)/*other*] Address: [ ]] [Contact details of the Danish Security Agent will be included in the applicable Pricing Supplement.] [Contact details of the Finnish Security Agent will be included in the applicable Pricing Supplement.] [Contact details of the Euroclear Registrar will be included in the applicable Pricing Supplement.]

5. **[Historic Interest Rates (in the case of Certificates)**

[Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]/[Not applicable]]

6. **[Description of Collateral Assets**

Assets meeting the criteria in the table set out below under the headings "Eligible Collateral" and "Other information" shall constitute Collateral Assets:]

	Eligible Collateral[46]	*Other information*
[(A)]	[A pool of] [D]/d]ebt securities [issued and	

[46] Delete as applicable and if details are provided in paragraph 49 of Part A.

	guaranteed by [ ] with a minimum eligible rating of [*specify*] whose issuer or guarantor must be incorporated in [*specify*] and which must be traded on [*specify relevant regulated markets*]	
[(B)]	A pool of equity securities with a minimum eligible rating of [*specify*] the issuer or guarantor of which must be incorporated in [*specify*] and which must be traded on [*specify relevant regulated markets*]	
[(C)]	A pool of shares, units or interests in Collective Investment Schemes the issuer of which must be incorporated in [*specify*], the regulatory authority of which must be [*specify*] and which have minimum assets under management of [*specify*]	
[(D)]	Cash deposit denominated in [*specify currency*] (the "Eligible Currency")	
[(E)]	*[Specify details of other Collateral Assets where applicable]*	

7. **Buy-back Provisions**

[Applicable/Not applicable]

(*N.B. Only applicable in relation to French law governed Certificates*)

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(a) Minimum Size:

[●/ Not applicable]

(b) Maximum Size:

[●/ Not applicable]

(c) Buy-back Settlement Date:

[*specify*]

(d) Contact details of BNP Paribas Arbitrage S.N.C.:

[*specify contact details if different than those included in Section 17 of the General Information section of the Base Prospectus*]

(e) Formula applicable for calculating the Purchase Price:

(*Insert the formula set out in Section 17 of the General Information section of the Base Prospectus or insert any other applicable formula, in each case together with all related definitions and other applicable provisions*)

8. **Description of Charged Assets**[47]

(i)	Charged Asset Structure:	[Charged Asset Structure 1]/[Charged Asset Structure 2]/[Charged Asset Structure 3]/[Charged Asset Structure 4]/[Charged Asset Structure 5]/[Charged Asset Structure 6]/is applicable. *[Where a Charged Asset Structure is applicable replicate the applicable information/relevant paragraphs from the applicable Charged Asset Structure as set out in the Base Prospectus and complete the appropriate Variable Information for the Charged Asset Structure]:*
(ii)	Amount of the Specified Reference Collateral Assets:	[Collateralisation Nominal Amount] [*Specify if other*]
(iii)	Credit Support Structure:	[Credit Support Structure 1]/[Credit Support Structure 2]/[Credit Support Structure 3]/[Credit Support Structure 4]/ [Credit Support Structure 5][is/are applicable] [Not applicable] *Complete applicable items below:* Credit Support Valuation Agent:[Swap Counterparty] [*specify]/delete if not applicable*]. Margin Delivery Date: [*specify]/delete if not applicable*]. Minimum Transfer Amount: [*specify]/delete if not applicable*]. Over Collateralisation Level:[*specify if other than 100%; otherwise delete*] Repo Transaction Valuation Date: [*specify]/delete if not applicable*]. Support Percentage: [*specify]/delete if not applicable*]. Swap Agreement Valuation Date: [*specify]/delete if not applicable*]. Exchange Value: [specify if amounts in addition to Value of Received Collateral is applicable] Exchange Margin Calculation Value: [specify if amounts in addition to Value of Received Collateral is applicable] Exchange Transaction Valuation Date: [specify]/delete if not applicable].

47 Insert where Part D of Annex 13 is applicable.

		Value: [*specify if other than market value; otherwise delete*] Swap Counterparty Collateral: [*specify*]
(iv)	Loan to value ratio or level of collateralisation of the Specified Reference Collateral Assets:	[*specify*]
(v)	Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets:	[Applicable / Not applicable] For the purposes of Charged Asset Structure [1][2][3][4][5][6]: [the counterparty to the Swap Agreement is [BNP Paribas] (the "**Swap Counterparty**").] [the counterparty to the Collateral Exchange Agreement is: [*specify*] (the "**Collateral Exchange Counterparty**").] [the counterparty to the Repurchase Agreement is [*specify*] (the "**Repo Counterparty**").] [the issuer of Reference Collateral Assets (is [*specify*] (the "**RCA Issuer**").] *[Where an obligor has securities already admitted to trading on a regulated or equivalent market or the obligations are guaranteed by an entity admitted to trading on a regulated or equivalent market, insert the name, address, country of incorporation, nature of business and name of the market in which its securities are admitted so far as the Issuer is aware and/or is able to ascertain from information published by the obligor(s)]*
(vi)	Any relationship that is material to the issue between the Issuer, guarantor (if applicable) and obligor under the Charged Assets:	[*Applicable / Not applicable*] [*If applicable, provide details of the principal terms of that relationship*] [*specify[which is the [insert capacity/capacities] under the Notes*]
(vii)	Charged Assets comprising obligations that are not admitted to trading on a regulated or equivalent market:	[Applicable / Not applicable] [See paragraph entitled "Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets" above where the applicable Charged Asset Structure is specified]
(viii)	Charged Assets comprising obligations	[Applicable / Not applicable]

	that are admitted to trading on a regulated or equivalent market:	[*If applicable, indicate the following:* (a) a description of the securities; (b) a description of the market on which they are traded including its date of establishment, how price information is published, an indication of daily trading volumes, information as to the standing of the market in the country and the name of the market's regulatory authority; (c) the frequency with which prices of the relevant securities are published.] (*Complete in conjunction with relevant provisions above*) [See paragraph entitled "Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets" above]
(ix)	Names, addresses and significant business activities of the originators of the Collateral Assets:	[Applicable / Not applicable] [*If applicable, provide details*]
(x)	Name, address and significant business activities of the Calculation Agent, together with a summary of the Calculation Agent's responsibilities, its relationship with the originator or the creator of the assets forming the Charged Assets:	[*Specify*]
(xi)	Names and addresses and brief description of the banks with which the main accounts relating to the series are held:	Not applicable
(xii)	Information concerning the Charged Assets reproduced from a source published by a third party:	[Applicable / Not applicable] [*If applicable: So far as the Issuer is aware and is able to ascertain from information published by [specify], no facts have been omitted which would render the reproduced information misleading.*]
(xiii)	Legal jurisdiction by which the Charged Assets are governed:	[*Insert jurisdiction*]
(xiv)	Expiry or maturity date(s) of the Charged Assets:	[*The [Scheduled] Redemption Date/specify other*]

<u>Disclosure Requirements in terms of Paragraphs 3(5) of the Commercial Paper Regulations in relation to these Certificates issued by BNPP B.V., as at the date of this Pricing Supplement</u>

Paragraph 3(5)(a)

[*The ultimate borrower is the Issuer.*]

Paragraph 3(5)(b)

[*The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments, thereby reflecting the adequacy of the liquidity and solvency of the Issuer.*]

Paragraph 3(5)(c)

[*The auditors of the Issuer are [●].*]

Paragraph 3(5)(d)

[*As at the Issue Date:*

(i) *the Issuer has issued ZAR[●] (excluding this Series) commercial paper (as defined in the Commercial Paper Regulations) in South Africa; and*

(ii) *to the best of the Issuer's knowledge and belief, the Issuer* estimates that it will issue commercial paper (as *defined in the Commercial Paper Regulations) up to an amount of ZAR[●] during the current financial year ending [●].*]

Paragraph 3(5)(f)

[*There has been no material adverse change in the Issuer's financial* position *since the date of its last audited financial statements.*]

Paragraph 3(5)(g)

[*This Series of [●] will be listed on the [Main Board/Interest Rate Market] of the JSE.]*

Paragraph 3(5)(h)

[*The proceeds of the issue of this Series of [●] will be applied* by the Issuer for its general corporate purposes.*]*

Paragraph 3(5)(i)

[*The obligations of the Issuer in respect of this Series of [●] are [un/secured], [however, they are guaranteed by the Guarantor.]*]

Paragraph 3(5)(j)

[[●] ***HAVE CONFIRMED THAT, BASED ON THEIR PROCEDURES PERFORMED, NOTHING HAS COME TO THEIR ATTENTION WHICH INDICATES EACH OF THE ISSUERS WILL NOT COMPLY IN ALL RESPECTS WITH THE RELEVANT PROVISIONS OF THE COMMERCIAL PAPER REGULATIONS.***

ANNEX – ANNEX FOR CREDIT SECURITIES

[●]

BASE PROSPECTUS (NOTES)

BASE PROSPECTUS (WARRANTS)

BASE PROSPECTUS (CERTIFICATES)

ISSUER
BNP Paribas Arbitrage Issuance B.V.
Herengracht 595
1017 CE Amsterdam
The Netherlands
PO Box 15876
1001 NJ Amsterdam
The Netherlands
Contact: Mr J Roycroft/Mr D Blofeld - CIB LEGAL SIG

ISSUER
BNP Paribas,
acting through its South African Branch
The Piazza Building D
Office 201 D
2nd Floor
11 Crescent Drive
Melrose Arch
Johannesburg
South Africa
PO Box 52897
Saxonwold
2132
South Africa
Contact: Mr V Khandelwal

ISSUER, GUARANTOR AND CALCULATION AGENT
BNP Paribas
16 Boulevard des Italiens
75009, Paris
France
Contact: Mr J Roycroft/Mr D Blofeld - CIB LEGAL SIG

ARRANGER
BNP Paribas Arbitrage S.N.C
8, Rue de Sofia
F-75018, Paris
France
Contact: Mr PM Robert

JSE DEBT SPONSOR
The Standard Bank of South Africa Limited
3rd Floor, East Wing
30 Baker Street
RosebankJohannesburg, 2001
South Africa
PO Box 61344
Marshalltown, 2107
South Africa
Contact: Ms Z Sisulu

TRANSFER AGENT
Computershare Investor Services Proprietary Limited
70 Marshall Street
Johannesburg, 2001
South Africa
PO Box 61051
Marshalltown, 2107
Contact: Mr C Lourens

PAYING AGENT
FirstRand Bank Limited, acting through its Rand Merchant Bank division
Bank City, 3 First Place Mezzanine Floor
Cnr Simmonds & Jeppe Street
Johannesburg, 2001
South Africa
PO Box 7713
Johannesburg, 2000
South Africa
Contact: Ms M Coetzee

CALCULATION AGENT
BNP Paribas Arbitrage S.N.C
8, Rue de Sofia
F-75018, Paris
France
Contact: Warrants and Certificates Back Office

LEGAL ADVISORS TO THE ISSUERS AND ARRANGER AS TO SOUTH AFRICAN LAW
Bowman Gilfillan Incorporated
165 West Street
Sandton, 2196
South Africa
PO Box 785812
Sandton, 2146
South Africa
Contact: Mr C van Heerden