



**BNP PARIBAS**

**BNP Paribas Arbitrage Issuance B.V.**

*(incorporated in The Netherlands)*

*(as Issuer)*

**BNP Paribas**

*(incorporated in France)*

*(as Issuer and Guarantor)*

**Base Prospectus for the issue of Warrants and Certificates  
under the Note, Warrant and Certificate Programme**

This document (the "**Base Prospectus**") constitutes a base prospectus in respect of the Programme (as defined below). Any W&C Securities (as defined below) issued on or after the date of this Base Prospectus pursuant to Final Terms referencing this Base Prospectus are issued subject to the provisions herein. This does not affect any W&C Securities issued before the date of this Base Prospectus. This Base Prospectus constitutes 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.

Application has been made to the *Autorité des marchés financiers* ("**AMF**") in France for approval of this Base Prospectus in its capacity as competent authority pursuant to Article 212.2 of its *Règlement Général* which implements the Prospectus Directive. Upon such approval, application may be made for securities issued under the Programme during a period of 12 months from the date of this Base Prospectus to be listed and/or admitted to trading on Euronext Paris and/or a Regulated Market (as defined below) in another Member State of the European Economic Area. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC (each such regulated market being a "**Regulated Market**"). Reference in this Base Prospectus to W&C Securities being "listed" (and all related references) shall mean that such W&C Securities have been listed and admitted to trading on Euronext Paris or, as the case may be, a Regulated Market (including the regulated market of the Luxembourg Stock Exchange) or on such other or further stock exchange(s) as the relevant Issuer may decide. Each Issuer may also issue unlisted W&C Securities. The applicable Final Terms (as defined below) will specify whether or not W&C Securities are to be listed and admitted to trading and, if so, the relevant Regulated Market or other or further stock exchange(s).

The requirement to publish a prospectus under the Prospectus Directive only applies to W&C Securities which are to be admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the relevant Member State(s)). Each Issuer may issue W&C Securities for which no prospectus is required to be published under the Prospectus Directive ("**Exempt Securities**") under this Base Prospectus. See "*Exempt Securities*" in the "*General Description of the Programme and Payout Methodology under this Base Prospectus*" section below. The AMF has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Securities.

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**") (the "**Issuers**" and each an "**Issuer**"), may from time to time issue warrants ("**Warrants**") or certificates ("**Certificates**") and, together with the Warrants, "**W&C Securities**") of any kind including, but not limited to, W&C 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 fund share or unit or basket of fund shares or units, a specified entity or entities and any other types of W&C Securities including hybrid W&C Securities whereby the underlying asset(s) may be any combination of such indices, shares, interests in exchange traded instruments, debt, fund shares or units, or other asset classes or types. Each issue of the W&C Securities will be issued on the terms set out herein which are relevant to such W&C Securities under "*Terms and Conditions of the W&C Securities*" (the "**Conditions**"). Notice of, *inter alia*, the specific designation of the W&C Securities the number and type of the W&C Securities, the date of issue of the W&C Securities, the issue price, the underlying asset, index, fund, or other item(s) to which the W&C Securities relate, the exercise period or date (in the case of Warrants), the redemption date (in the case of Certificates), whether they are interest bearing, partly paid, redeemable in instalments (in the case of Certificates), exercisable (on one or more exercise dates) (in the case of Certificates), whether the W&C Securities are eligible for sale in the United States and certain other terms relating to the offering and sale of the W&C Securities will be set out in a final terms document (the "**Final Terms**") which may be issued for more than one series of W&C Securities and will be filed with the AMF. Copies of Final Terms in relation to W&C Securities to be listed on Euronext Paris will also be published on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)). References herein to the Final Terms may include, in the case of U.S. Securities, (x) a supplement to the Base Prospectus under Article 16 of the Prospectus Directive or (y) a prospectus.

W&C Securities related to a specified interest in an exchange traded instrument or basket of interests in exchange traded instruments, a specified fund share or unit or basket of fund shares or units or hybrid W&C Securities related to any of these asset classes, may not at any time be offered, sold, resold, held, traded, pledged, exercised (in the case of Warrants), settled or redeemed (in the case of Certificates), transferred or delivered, directly or indirectly, in the United States or to, by or for the account or benefit of, persons that are (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**"); or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**"), unless expressly provided for pursuant to any applicable U.S. wrapper to the Base Prospectus. Any such applicable U.S. wrapper may restrict the types of W&C Securities that can be offered, sold, resold, held, traded, pledged, exercised, redeemed, transferred or delivered and the terms of such W&C Securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy of this prospectus. Any representation to the contrary is a criminal offence.

W&C Securities issued by BNPP B.V. will be guaranteed by BNP Paribas (in such capacity, the "**Guarantor**") pursuant to a Deed of Guarantee (the "**Guarantee**"), the form of which is set out herein.

Except in the case of U.S. Securities, each of BNPP B.V. and BNPP has a right of substitution as set out herein.

Each issue of W&C Securities will entitle the holder thereof on due exercise (in the case of Warrants) or on the Instalment Date(s) and/or the Redemption Date (in the case of Certificates) (or, in the case of Multiple Exercise Certificates, each Exercise Settlement Date) to receive a cash amount (if any) calculated in accordance with the relevant terms, all as set forth herein and in the applicable Final Terms.

Capitalised terms used in this Base Prospectus shall, unless otherwise defined, have the meanings set forth in the Conditions.

**Prospective purchasers of W&C Securities should ensure that they understand the nature of the relevant W&C Securities and the extent of their exposure to risks and that they consider the suitability of the relevant W&C Securities as an investment in the light of their own circumstances and financial condition. W&C Securities involve a high degree of risk and potential investors should be prepared to sustain a total loss of the purchase price of their W&C Securities. See "Risk Factors" on pages 44 to 60.**

**In particular, the W&C Securities and the Guarantee have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws and trading in the W&C Securities has not been approved by the Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended. Neither Issuer has registered as an investment company pursuant to the United States Investment Company Act of 1940, as amended (the "Investment Company Act"). Unless otherwise specified in the applicable Final Terms, the W&C Securities are being offered and sold in reliance on Regulation S under the Securities Act. No W&C 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, persons that are (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**"); or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "U.S. person") 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 W&C 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 below) and accordingly are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S and pursuant to CFTC regulations and guidance.**

**Certain issues of W&C Securities may also be offered and sold in the United States to persons reasonably believed to be both qualified institutional buyers ("**QIBs**") as defined in Rule 144A under the Securities Act ("**Rule 144A**") and qualified purchasers ("**QPs**") as defined under the Investment Company Act of 1940.**

Each purchaser of U.S. Securities within the United States is hereby notified that the offer and sale of such Securities is being made in reliance upon an exemption from the registration requirements of the Securities Act. For a description of certain further restrictions on offers and sales of the W&C Securities and on the distribution of this Base Prospectus, see "*Offering and Sale*" below.

U.S. Securities will, unless otherwise specified in the Final Terms, be sold through BNP Paribas Securities Corp., a registered broker-dealer. See the Conditions below.

The Issuers have requested the AMF to provide the competent authorities in Luxembourg with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.

In the event that the applicable Final Terms specify that W&C Securities are eligible for sale in the United States ("**U.S. Warrants**" or **U.S. Certificates**"), as the case may be, and together, the "**U.S. Securities**"), (A) the W&C Securities sold in the United States to QIBs who are QPs will be represented by one or more global Securities (each, a "**Rule 144A Global Security**") issued and deposited with (1) a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**") or (2) a common depository on behalf of Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") or Euroclear Bank S.A./N.V. ("**Euroclear**") and/or any other relevant clearing system and (B) W&C Securities sold outside the United States to non-U.S. persons will be represented by one or more global Securities (each, a "**Regulation S Global Security**") issued and deposited with a common depository on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant clearing system. In the event that the Final Terms does not specify that W&C Securities are eligible for sale within the United States or to U.S. persons, the W&C Securities offered and sold outside the United States to non-U.S. persons will be represented by a Clearing System Global Security or a Registered Global Security, as the case may be.

BNPP B.V.'s long-term credit ratings are A+ with a negative outlook (Standard & Poor's Credit Market Services France SAS ("**Standard & Poor's**") and BNPP B.V.'s short term credit ratings are A-1 (Standard & Poor's). BNPP's long-term credit ratings are A+ with a negative outlook (Standard & Poor's), A1 with a stable outlook (Moody's Investors Service Ltd. ("**Moody's**") and A+ with a stable outlook (Fitch France S.A.S. ("**Fitch France**")) and BNPP's short-term credit ratings are A-1 (Standard & Poor's), P-1 (Moody's) and F1 (Fitch France). Each of Standard & Poor's, Moody's and Fitch France is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). As such each of Standard & Poor's, Moody's and Fitch France is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. W&C Securities issued under the Programme may be rated or unrated. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal

at any time by the assigning rating agency. Please also refer to "*Credit Ratings may not Reflect all Risks*" in the Risk Factors section of this Base Prospectus.

This Base Prospectus (together with supplements to this Base Prospectus from time to time (each a "**Supplement**" and together the "**Supplements**") 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. In relation to each separate issue of W&C Securities, the final offer price and the amount of such W&C Securities will be determined by the relevant Issuer and the relevant manager in accordance with prevailing market conditions at the time of the issue of the W&C Securities and will be set out in the relevant Final Terms.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this document or any other information supplied in connection with the Programme or the W&C Securities and, if given or made, such information or representation must not be relied upon as having been authorised by BNPP B.V. or BNPP or any manager of an issue of W&C Securities, including BNPP Securities Corp. (as applicable to such issue of W&C Securities, each a "**Manager**"). This document 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 authorised 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 W&C Securities or the distribution of this document in any jurisdiction where any such action is required.

This document is to be read and construed in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*" below).

Warrants create options exercisable by the relevant holder or which will be automatically exercised as provided herein. There is no obligation on the relevant Issuer to pay any amount 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 herein and in the applicable Final Terms. In certain instances, the holder of a Warrant will be required to certify, *inter alia* (in accordance with the provisions outlined in Condition 24 of "*Terms and Conditions of the W&C Securities*" below), that it is not (i) a "U.S. person" as defined in Regulation S under the United States Securities Act, as amended (the "**Securities Act**") ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**"); or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**") or exercising such Warrant on behalf of a U.S. person. Upon transfer, exchange or exercise of a U.S. Warrant (as defined above), the holder will, in certain circumstances, be required to certify that the transfer, exchange or exercise, as the case may be, is being made to, or on behalf of, a person whom the holder reasonably believes is not a U.S. person or is a QIB who is also a QP, as applicable, who acquired the right to such transfer, exchange or the benefit of such exercise in a transaction exempt from the registration requirements of the Securities Act. The proposed transferee may also be required to deliver an investment letter as a condition precedent to such proposed transfer or exchange (in accordance with the provisions outlined in Condition 2.4 of "*Terms and Conditions of the W&C Securities*" below).

Certificates shall be redeemed on each instalment date and/or the redemption date by payment of one or more Cash Settlement Amount(s). Upon transfer or exchange of a U.S. Certificate, the holder will, in certain circumstances, be required to certify that the transfer or exchange, as the case may be, is being made to a person whom the transferor or exchange reasonably believes is not a U.S. person or is a QIB who is also a QP, as applicable, who acquired the right to such transfer or exchange in a transaction exempt from the registration requirements of the Securities Act. The proposed transferee may also be required to deliver an investment letter

as a condition precedent to such proposed transfer or exchange (in accordance with the provisions outlined in Condition 2.4 of "*Terms and Conditions of the W&C Securities*"). Where Certificates are Exercisable Certificates, such Certificates will be automatically exercised on one or more dates as provided herein.

The W&C Securities of each issue may be sold by the relevant Issuer and/or any Manager at such time and at such prices as the relevant Issuer and/or the Manager(s) may select. There is no obligation upon the relevant Issuer or any Manager to sell all of the W&C Securities of any issue. The W&C Securities of any issue may be offered or sold from time to time in one or more transactions 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, each Issuer shall have complete discretion as to what type of W&C Securities it issues and when.

No Manager has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by any Manager as to the accuracy or completeness of the information contained in this Base Prospectus or any other information provided by BNPP B.V. and/or BNPP. The Manager(s) accept no liability in relation to the information contained in this Base Prospectus or any other information provided by BNPP B.V. and/or BNPP in connection with the Programme.

BNPP B.V. and/or BNPP have not investigated, and do not have access to information that would permit them to ascertain, whether any company that has issued equity, debt or other instruments to which any U.S. Securities relate is a passive foreign investment company for U.S. tax purposes. Prospective investors in any U.S. Securities that are U.S. taxpayers should consult their own advisers concerning U.S. tax considerations relevant to an investment in such U.S. Securities.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any W&C Securities (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by BNPP B.V., BNPP or any Manager that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any W&C Securities should purchase any W&C Securities. Each investor contemplating purchasing any W&C Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of BNPP B.V. and/or BNPP. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any W&C Securities constitutes an offer or an invitation by or on behalf of BNPP B.V., BNPP or the Managers or any other person to subscribe for or to purchase any W&C Securities.

The delivery of this Base Prospectus does not at any time imply that the information contained herein concerning BNPP B.V. or BNPP is correct at any time subsequent to the date hereof 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. No Manager undertakes to review the financial condition or affairs of BNPP B.V. or BNPP 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/or the most recently published audited annual consolidated financial statements and unaudited semi-annual interim consolidated financial statements and quarterly financial results of BNPP, as applicable, when deciding whether or not to purchase any W&C Securities.

## **IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS OF SECURITIES**

### **Restrictions on Non-exempt offers of W&C Securities in Relevant Member States**

Certain issues of W&C Securities with an issue price of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the

Prospectus Directive to publish a prospectus. Any such offer is referred to as a "**Non-exempt Offer**". This Base Prospectus has been prepared on a basis that permits Non-exempt Offers of W&C Securities in each Member State in relation to which the relevant Issuer has given its consent as specified in the applicable Final Terms (each specified Member State a "**Non-exempt Offer Jurisdiction**" and together, the "**Non-exempt Offer Jurisdictions**"). Any person making or intending to make a Non-exempt Offer of W&C Securities on the basis of this Base Prospectus must do so only with the relevant Issuer's consent to the use of this Base Prospectus as provided under "Consent given in accordance with Article 3.2 of the Prospectus Directive " and provided such person complies with the conditions attached to that consent.

Save as provided above, neither BNPP B.V. nor BNPP have authorised, nor do they authorise, the making of any Non-exempt Offer of W&C Securities in circumstances in which an obligation arises for either of BNPP B.V. or BNPP to publish or supplement a prospectus for such offer.

### **Consent given in accordance with Article 3.2 of the Prospectus Directive**

In the context of a Non-exempt Offer of such W&C Securities, BNPP B.V. and BNPP accept responsibility, in each of the Non-exempt Offer Jurisdictions, for the content of this Base Prospectus in relation to any person (an "**Investor**") who purchases any W&C Securities in a Non-exempt Offer made by a Manager or an Authorised Offeror (as defined below), where that offer is made during the Offer Period specified in the applicable Final Terms and provided that the conditions attached to the giving of consent for the use of this Base Prospectus are complied with. The consent and conditions attached to it are set out under "*Consent*" and "*Common Conditions to Consent*" below.

Neither BNPP B.V. nor BNPP makes any representation as to the compliance by an Authorised Offeror with any applicable conduct of business rules or other applicable regulatory or securities law requirements in relation to any Non-exempt Offer and neither BNPP B.V. nor BNPP has any responsibility or liability for the actions of that Authorised Offeror.

**Except in the circumstances set out in the following paragraphs, neither BNPP B.V. nor BNPP has authorised the making of any Non-exempt Offer by any offeror and BNPP B.V. and BNPP have not consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of W&C Securities. Any Non-exempt Offer made without the consent of the relevant Issuer is unauthorised and none of BNPP B.V., BNPP and, for the avoidance of doubt, any Manager, accepts any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer.**

If, in the context of a Non-exempt Offer, an Investor is offered W&C Securities by a person which is not an Authorised Offeror, the Investor should check with that person whether anyone is responsible for this Base Prospectus for the purposes of the relevant Non-exempt Offer and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents it should take legal advice.

### ***Consent***

In connection with each issue of W&C Securities and subject to the conditions set out below under "*Common Conditions to Consent*", each Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of such W&C Securities by:

- (i) the relevant Manager(s) specified in the applicable Final Terms;
- (ii) any financial intermediaries specified in the applicable Final Terms;

- (iii) any other financial intermediary appointed after the date of the applicable Final Terms and whose name is published on BNP Paribas's website (<https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx>) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer.

#### ***Common Conditions to Consent***

The conditions to each Issuer's consent are that such consent:

- (i) is only valid during the Offer Period specified in the applicable Final Terms; and
- (ii) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of W&C Securities in France and Luxembourg, as specified in the applicable Final Terms.

The consent referred to above relates to Offer Periods (if any) occurring within 12 months from the date of the Base Prospectus.

The only relevant Member States which may, in respect of any Tranche of W&C Securities, be specified in the applicable Final Terms (if any relevant Member States are so specified) as indicated in (ii) above, will be France and Luxembourg, and accordingly each Tranche of W&C Securities may only be offered to Investors as part of a Non-exempt Offer in France and Luxembourg, as specified in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for BNPP B.V. or BNPP to publish or supplement a prospectus for such offer.

#### ***ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS***

**AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY SECURITIES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE RELEVANT ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE NON-EXEMPT OFFER OR SALE OF THE SECURITIES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER. NEITHER BNPP B.V. NOR BNPP HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF THE INFORMATION DESCRIBED ABOVE.**

#### **Information relating to the use of this Base Prospectus and offers of W&C Securities generally.**

The distribution of this Base Prospectus and the offering of W&C Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by BNPP B.V., BNPP and each Manager to inform themselves about and to observe any such restrictions.

In this Base Prospectus references to U.S.\$ and U.S. dollars are to United States dollars and references to euro, € and EUR are 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.

**NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY:**

**NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENCE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED ("421-B") STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.**



## AVAILABLE INFORMATION

So long as any of the U.S. Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, and neither BNPP B.V. nor BNPP is subject to and in compliance with Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, BNPP has undertaken to furnish to each Holder or beneficial owner of U.S. Securities whether issued by BNPP or issued by BNPP B.V. and to any prospective purchaser, any information required to be delivered under Rule 144A(d)(4) under the Securities Act.

## FORWARD-LOOKING STATEMENTS

The documents incorporated by reference (such sections being the "**BNP Paribas Disclosure**"), contain forward-looking statements. BNPP B.V., BNPP and the BNP Paribas Group (being BNPP together with its consolidated subsidiaries, the "**Group**") may also make forward-looking statements in their audited annual financial statements, in their interim financial statements, in their offering circulars, in press releases and other written materials and in oral statements made by their officers, directors or employees to third parties. Statements that are not historical facts, including statements about BNPP B.V., BNPP or the BNPP Group's beliefs and expectations, are forward-looking statements. These statements are based on current plans, estimates and projections, and therefore undue reliance should not be placed on them. Forward-looking statements speak only as of the date they are made, and BNPP B.V., BNPP and the BNPP Group undertake no obligation to update publicly any of them in light of new information or future events.

## PRESENTATION OF FINANCIAL INFORMATION

Most of the financial data presented, or incorporated by reference, in this Base Prospectus are presented in euros.

The audited consolidated financial statements for the years ended 31 December 2012, 31 December 2013 and, 31 December 2014, have been prepared in accordance with international financial reporting standards ("**IFRS**") as adopted by the European Union. IFRS differs in certain significant respects from generally accepted accounting principles in the United States ("**U.S. GAAP**"). The BNPP Group has made no attempt to quantify the impact of those differences. In making an investment decision, investors must rely upon their own examination of the BNP Paribas Group, the terms of an offering and the financial information. Potential investors should consult their own professional advisors for an understanding of the differences between IFRS and U.S. GAAP, and how those differences might affect the information herein. The BNPP Group's fiscal year ends on 31 December and references in the BNPP 2012 Registration Document, the BNPP 2013 Registration Document and the BNPP 2014 Registration Document (in each case, as defined in "Documents Incorporated by Reference" below) and any update to the BNPP 2014 Registration Document (in each case, incorporated by reference herein) to any specific fiscal year are to the 12-month period ended 31 December of such year.

Due to rounding, the numbers presented throughout the BNP Paribas Disclosure and in the table under the heading "Capitalisation of BNPP and the BNP Paribas Group" in the General Information section below may not add up precisely, and percentages may not reflect precisely absolute figures.

## TABLE OF CONTENTS

	<b>Page</b>
AVAILABLE INFORMATION.....	9
FORWARD-LOOKING STATEMENTS .....	9
PRESENTATION OF FINANCIAL INFORMATION.....	9
PROGRAMME SUMMARY IN RELATION TO THIS BASE PROSPECTUS.....	12
PRO FORMA ISSUE SPECIFIC SUMMARY OF THE PROGRAMME IN RELATION TO THIS BASE PROSPECTUS.....	33
RISK FACTORS .....	60
DOCUMENTS INCORPORATED BY REFERENCE .....	82
GENERAL DESCRIPTION OF THE PROGRAMME AND PAYOUT METHODOLOGY UNDER THIS BASE PROSPECTUS.....	92
FORM OF FINAL TERMS FOR THE SECURITIES .....	94
TERMS AND CONDITIONS OF THE SECURITIES .....	125
ANNEX 1 Additional Terms and Conditions for Payouts.....	190
ANNEX 2 Additional Terms and Conditions for Index Securities .....	198
ANNEX 3 Additional Terms and Conditions for Share Securities.....	205
ANNEX 4 Additional Terms and Conditions for ETI Securities .....	218
ANNEX 5 Additional Terms and Conditions for Debt Securities .....	235
ANNEX 6 Additional Terms and Conditions for Fund Securities.....	237
ANNEX 7 Additional Terms And Conditions For Market Access Securities .....	250
USE OF PROCEEDS .....	259
FORM OF GUARANTEE.....	260
FORM OF THE W&C SECURITIES .....	264
DESCRIPTION OF BNPP B.V. ....	265
DESCRIPTION OF BNPP .....	269
BOOK-ENTRY CLEARANCE SYSTEMS .....	270
BOOK-ENTRY SYSTEMS .....	271
TAXATION .....	275
EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME .....	276

FRENCH TAXATION .....	277
LUXEMBOURG TAXATION .....	280
NETHERLANDS TAXATION .....	281
U.S. FEDERAL INCOME TAXATION .....	285
HIRING INCENTIVES TO RESTORE EMPLOYMENT ACT .....	291
FOREIGN ACCOUNT TAX COMPLIANCE ACT .....	292
OTHER TAXATION .....	294
U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 .....	295
NOTICE TO PURCHASERS AND HOLDERS OF U.S. SECURITIES AND TRANSFER RESTRICTIONS .....	297
OFFERING AND SALE .....	302
GENERAL INFORMATION .....	314
PROGRAMME SUMMARY IN RELATION TO THIS BASE PROSPECTUS (IN FRENCH) .....	320
PRO FORMA ISSUE SPECIFIC SUMMARY OF THE PROGRAMME IN RELATION TO THIS BASE PROSPECTUS (IN FRENCH) .....	344
RESPONSIBILITY STATEMENT .....	374

## PROGRAMME SUMMARY IN RELATION TO THIS BASE PROSPECTUS

*Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Sections A – E (A.1 – E.7). This Summary contains all the Elements required to be included in a summary for this type of W&C Securities, Issuer and Guarantor. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of W&C Securities, Issuer and Guarantor, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element should be included in the summary explaining why it is not applicable.*

### Section A - Introduction and warnings

Element	Title	
A.1	Warning that the summary should be read as an introduction and provision as to claims	<ul style="list-style-type: none"> <li>• <b>This summary should be read as an introduction to the Base Prospectus and the applicable Final Terms. In this summary, unless otherwise specified and except as used in the first paragraph of Element D.3, “Base Prospectus” means the Base Prospectus of BNPP B.V. and BNPP dated 1 July 2015 as supplemented from time to time. In the first paragraph of Element D.3, “Base Prospectus” means the Base Prospectus of BNPP B.V. and BNPP dated 1 July 2015.</b></li> <li>• <b>Any decision to invest in any W&amp;C Securities should be based on a consideration of this Base Prospectus as a whole, including any documents incorporated by reference and the applicable Final Terms.</b></li> <li>• <b>Where a claim relating to information contained in the Base Prospectus and the applicable Final Terms is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated.</b></li> <li>• <b>No civil liability will attach to the Issuer or the Guarantor (if any) in any such Member State solely on the basis of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus and the applicable Final Terms or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of this Base Prospectus and the applicable Final Terms, key information (as defined in Article 2.1(s) of the Prospectus Directive) in order to aid investors when considering whether to invest in the W&amp;C Securities.</b></li> </ul>

Element	Title	
A.2	Consent as to use the Base Prospectus, period of validity and other conditions attached	<p>Certain issues of W&amp;C Securities with an issue price of less than EUR100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a "<b>Non-exempt Offer</b>". Subject to the conditions set out below, the Issuer consents to the use of this Base Prospectus in connection with a Non-exempt Offer of W&amp;C Securities by the Managers, any financial intermediary named as an Authorised Offeror in the applicable Final Terms and any financial intermediary whose name is published on BNP Paribas's website (<a href="https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx">https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx</a>) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer (each an "<b>Authorised Offeror</b>").</p> <p><i>Offer period:</i> The Issuer's consent is given for Non-exempt Offers of W&amp;C Securities during the Offer Period specified in the applicable Final Terms.</p> <p><i>Conditions to consent:</i> The conditions to the Issuer's consent are that such consent (a) is only valid during the Offer Period specified in the applicable Final Terms; and (b) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of W&amp;C Securities in the Non-exempt Offer Jurisdictions specified in the applicable Final Terms.</p> <p><b>AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY W&amp;C SECURITIES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER.</b></p>

#### Section B - Issuers and Guarantor

Element	Title	
B.1	Legal and commercial name of the Issuer	W&C Securities may be issued under the Programme by BNP Paribas Arbitrage Issuance B.V. (" <b>BNPP B.V.</b> ") and BNP Paribas (" <b>BNPP</b> " or the " <b>Bank</b> ") (together the " <b>Issuers</b> " and each an " <b>Issuer</b> ").
B.2	Domicile/ legal form/ legislation/ country of incorporation	BNPP B.V. was incorporated in the Netherlands as a private company with limited liability under Dutch law having its registered office at Herengracht 537, 1017 BV Amsterdam, the Netherlands; and

Element	Title	
		BNPP was incorporated in France as a <i>société anonyme</i> under French law and licensed as a bank having its head office at 16, boulevard des Italiens – 75009 Paris, France.
<b>B.4b</b>	Trend information	<p><b><i>In respect of BNPP:</i></b></p> <p><b><i>Macroeconomic risk.</i></b></p> <p>Macroeconomic and market conditions affect BNPP's results. The nature of BNPP's business makes it particularly sensitive to macroeconomic and market conditions in Europe, which have been difficult and volatile in recent years.</p> <p>In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD<sup>1</sup> economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.</p> <p><b><i>Legislation and Regulation applicable to Financial Institutions.</i></b></p> <p>Laws and regulations applicable to financial institutions that have an impact on BNPP have significantly evolved. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking groups such as the BNPP Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies.</p>

<sup>1</sup> See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

Element	Title	
		<p>The measures that were recently adopted, or that are (or whose implementation measures are) in some cases proposed and still under discussion, that have affected or are likely to affect BNPP, include in particular the French Ordinance of 27 June 2013 relating to credit institutions and financing companies ("<i>Sociétés de financement</i>"), which came into force on 1 January 2014, the French banking law of 26 July 2013 on the separation and regulation of banking activities and the related implementing decrees and orders and the Ordinance of 20 February 2014 for the adaptation of French law to EU law with respect to financial matters; the Directive and Regulation of the European Parliament and of the Council on prudential requirements "CRD 4/CRR" dated 26 June 2013 (and the related delegated and implementing acts) and many of whose provisions have been applicable since January 1, 2014; the regulatory and implementing technical standards relating to the Directive and Regulation CRD 4/CRR published by the European Banking Authority; the designation of BNPP as a systemically important financial institution by the Financial Stability Board and the consultation for a common international standard on total loss-absorbing capacity (TLAC) for global systemically important banks; the public consultation for the reform of the structure of the EU banking sector of 2013 and the proposal for a Regulation of the European Parliament and of the Council of 29 January 2014 on structural measures to improve the resilience of EU credit institutions; the proposal for a Regulation of the European Parliament and of the Council of 18 September 2013 on indices used as benchmarks in financial instruments and financial contracts; the Regulation of the European Parliament and of the Council of 16 April 2014 on market abuse and the Directive of the European Parliament and of the Council of 16 April 2014 on criminal sanctions for market abuse; the Directive and the Regulation of the European Parliament and of the Council on markets in financial instruments of 15 May 2014; the European Single Supervisory Mechanism led by the European Central Bank adopted in October 2013 (Council Regulation of October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions and the Regulation of the European Parliament and of the Council of 22 October 2013 establishing a European Supervisory Authority as regards the conferral of specific tasks on the European Central Bank (and the related delegated and implementing acts)), as well as the related French Ordinance of 6 November 2014 for the adaptation of French law to the single supervisory mechanism of the credit institutions; the Directive of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes, which strengthens the protection of citizens' deposits in case of bank failures (and the related delegated and implementing acts); the Directive of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, which harmonizes the tools to address potential bank crises; the Single Resolution Mechanism adopted by the European Parliament on 15 April 2014 (Regulation of the European Parliament and of the Council of 15 July 2014</p>

Element	Title	
		<p>establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a single resolution mechanism and a single resolution fund, and the related delegated and implementing acts), which provides for the establishment of a Single Resolution Board as the authority in charge of the implementation of the Single Resolution Mechanism and the establishment of the Single Resolution Fund; the Delegated Regulation on the provisional system of instalments on contributions to cover the administrative expenditures of the Single Resolution Board during the provisional period adopted by the European Commission on 8 October 2014, the implementing Regulation of the Council of 19 December 2014 specifying uniform conditions for the ex-ante contribution to the Single Resolution Fund; the U.S. Federal Reserve's final rule imposing enhanced prudential standards on the U.S. operations of large foreign banks; the "Volcker Rule" imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities of U.S. banks and non-U.S. banks adopted by the U.S. regulatory authorities in December 2013; and the final U.S. credit risk retention rule adopted on 22 October 2014. More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on the financial system in general or BNPP in particular.</p> <p><i>In respect of BNPP B.V.:</i></p> <p>BNPP B.V. is dependent upon BNPP. BNPP B.V. is a wholly owned subsidiary of BNPP specifically involved in the issuance of securities such as notes, Warrants or Certificates or other obligations which are developed, setup and sold to investors by other companies in the BNPP Group (including BNPP). The securities are hedged by acquiring hedging instruments from BNPP and BNP Paribas entities as described in element D.2 below. As a consequence, the Trend Information described with respect to the Guarantor in B19/B.4b below shall also apply to BNPP B.V.</p>
B.5	Description of the Group	<p>BNPP is a European leading provider of banking and financial services and has four domestic retail banking markets in Europe, namely in Belgium, France, Italy and Luxembourg. It is present in 75 countries and has almost 188,000 employees, including over 147,000 in Europe. BNPP is the parent company of the BNP Paribas Group (the "<b>BNPP Group</b>").</p> <p>BNPP B.V. is a wholly owned subsidiary of BNPP.</p>
B.9	Profit forecast or estimate	<p>The BNPP Group's 2014-2016 business development plan confirms the universal bank business model. The goal of the 2014-2016 business development plan is to support clients in a changing environment.</p> <p>The BNPP Group has defined the five following strategic priorities for 2016:</p> <ul style="list-style-type: none"> <li>• enhance client focus and services</li> </ul>





Element	Title		
		<b>31/12/2014 (audited)</b>	<b>31/12/2013* (audited)</b>
	Total consolidated balance sheet	2,077,759	1,810,522
	Consolidated loans and receivables due from customers	657,403	612,455
	Consolidated items due to customers	641,549	553,497
	Shareholders' equity (Group share)	89,410	87,433
	<i>*Restated following the application of accounting standards IFRS10, IFRS11 and the amendment to IAS32</i>		
	<b>Comparative Interim Financial Data – In millions of EUR</b>		
		<b>1Q15</b>	<b>1Q14*</b>
	Revenues	11,065	9,911
	Cost of risk	(1,044)	(1,084)
	Net income, Group share	1,648	1,403
		<b>31/03/2015</b>	<b>31/12/2014*</b>
	Common equity Tier 1 ratio (Basel 3 fully loaded, CRD4)	10.3%	10.3%
	Total consolidated balance sheet	2,392,177	2,077,758
	Consolidated loans and receivables due from customers	696,737	657,403
	Consolidated items due to customers	688,645	641,549
	Shareholders' equity (Group share)	93,921	89,458
	<i>* Restated according to the IFRIC 21 interpretation</i>		
	<b>Statements of no significant or material adverse change</b>		
	<p>There has been no significant change in the financial or trading position of the BNPP Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published). There has been no material adverse change in the prospects of BNPP or the BNPP Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).</p> <p>There has been no significant change in the financial or trading position of BNPP B.V. since 31 December 2014 and there has been no material adverse change in the prospects of BNPP B.V. since 31 December 2014.</p>		

Element	Title	
<b>B.13</b>	Events impacting the Issuer's solvency	Not applicable, as at the date of this Base Prospectus and to the best of the Issuer's knowledge, there have not been any recent events which are to a material extent relevant to the evaluation of the Issuer's solvency since 31 December 2014.
<b>B.14</b>	Dependence upon other group entities	<p>Subject to the following paragraph, BNPP is not dependent upon other members of the BNPP Group.</p> <p>In April 2004, BNPP began outsourcing IT Infrastructure Management Services to the BNP Paribas Partners for Innovation (<b>BP<sup>2</sup>I</b>) joint venture set up with IBM France at the end of 2003. BP<sup>2</sup>I provides IT Infrastructure Management Services for BNPP and several BNPP subsidiaries in France (including BNP Paribas Personal Finance, BP2S, and BNP Paribas Cardiff), Switzerland, and Italy. In mid-December 2011 BNPP renewed its agreement with IBM France for a period lasting until end-2017. At the end of 2012, the parties entered into an agreement to gradually extend this arrangement to BNP Paribas Fortis as from 2013.</p> <p>BP<sup>2</sup>I is under the operational control of IBM France. BNP Paribas has a strong influence over this entity, which is 50/50 owned with IBM France. The BNP Paribas staff made available to BP<sup>2</sup>I make up half of that entity's permanent staff, its buildings and processing centres are the property of the BNPP Group, and the governance in place provides BNP Paribas with the contractual right to monitor the entity and bring it back into the BNPP Group if necessary.</p> <p>ISFS, a fully-owned IBM subsidiary, handles IT Infrastructure Management for BNP Paribas Luxembourg.</p> <p>BancWest's data processing operations are outsourced to Fidelity Information Services. Cofinoga France's data processing is outsourced to SDDC, a fully-owned IBM subsidiary.</p> <p>BNPP B.V. is dependent upon BNPP. BNPP B.V. is a wholly owned subsidiary of BNPP specifically involved in the issuance of securities such as notes, Warrants or Certificates or other obligations which are developed, setup and sold to investors by other companies in the BNPP Group (including BNPP). The securities are hedged by acquiring hedging instruments from BNPP and BNP Paribas entities as described in Element D.2 below.</p> <p>See also Element B.5 above.</p>
<b>B.15</b>	Principal activities	<p>BNPP holds key positions in its two main businesses:</p> <ul style="list-style-type: none"> <li>• <b>Retail Banking and Services</b>, which includes: <ul style="list-style-type: none"> <li>• Domestic Markets, comprising: <ul style="list-style-type: none"> <li>• French Retail Banking (FRB),</li> </ul> </li> </ul> </li> </ul>

Element	Title	
		<ul style="list-style-type: none"> <li>• BNL banca commerciale (BNL bc), Italian retail banking,</li> <li>• Belgian Retail Banking (BRB),</li> <li>• Other Domestic Markets activities, including Luxembourg Retail Banking (LRB);</li> <li>• International Financial Services, comprising: <ul style="list-style-type: none"> <li>• Europe-Mediterranean,</li> <li>• BancWest,</li> <li>• Personal Finance,</li> <li>• Insurance,</li> <li>• Wealth and Asset Management;</li> </ul> </li> <li>• <b>Corporate and Institutional Banking (CIB)</b>, which includes: <ul style="list-style-type: none"> <li>• Corporate Banking,</li> <li>• Global Markets,</li> <li>• Securities Services.</li> </ul> </li> </ul> <p>The principal activity of BNPP B.V. is to issue and/or acquire financial instruments of any nature and to enter into related agreements for the account of various entities within the BNPP Group.</p>
<b>B.16</b>	Controlling shareholders	<ul style="list-style-type: none"> <li>• None of the existing shareholders controls, either directly or indirectly, BNPP. The main shareholders are Société Fédérale de Participations et d'Investissement ("<b>SFPI</b>") a <i>public-interest société anonyme</i> (public limited company) acting on behalf of the Belgian government holding 10.3% of the share capital as at 31 December 2014 and Grand Duchy of Luxembourg holding 1.0% of the share capital as at 31 December 2014. To BNPP's knowledge, no shareholder other than SFPI owns more than 5% of its capital or voting rights.</li> <li>• BNPP holds 100 per cent. of the share capital of BNPP B.V.</li> </ul>
<b>B.17</b>	Solicited credit ratings	<p>BNPP B.V.'s long term credit ratings are A+ with a negative outlook (Standard &amp; Poor's Credit Market Services France SAS) and BNPP B.V.'s short term credit ratings are A-1 (Standard &amp; Poor's Credit Market Services France SAS).</p> <p>BNPP's long term credit ratings are A+ with a negative outlook (Standard &amp; Poor's Credit Market Services France SAS), A1 with a stable outlook (Moody's Investors Service Ltd.) and A+ with a stable outlook (Fitch France S.A.S.) and BNPP's short-term credit ratings are A-1 (Standard &amp;</p>

Element	Title	
		<p>Poor's Credit Market Services France SAS), P-1 (Moody's Investors Service Ltd.) and F1 (Fitch France S.A.S.).</p> <p>W&amp;C Securities issued under the Programme may be rated or unrated.</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>
<b>B.18</b>	Description of the Guarantee	<p>W&amp;C Securities issued by BNPP B.V. will be unconditionally and irrevocably guaranteed by BNPP pursuant to an English law deed of guarantee executed by BNPP on 9 June 2015. The obligations under the guarantee are direct unconditional, unsecured and unsubordinated obligations of BNPP and rank and will rank <i>pari passu</i> among themselves and at least <i>pari passu</i> with all other direct, unconditional, unsecured and unsubordinated indebtedness of BNPP (save for statutorily preferred exceptions).</p> <p>In the event of a bail-in of BNPP B.V. but not BNPP, the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such reduction or modification resulting from the application of a bail-in of BNPP B.V. by a relevant regulator.</p> <p>In the event of a bail-in of BNPP but not BNPP B.V., the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such modification or reduction applied to securities issued by BNPP resulting from the application of a bail-in of BNPP by any relevant regulator.</p>
<b>B.19</b>	Information about the Guarantor	See Elements B.1 to B.17 above in relation to BNPP.

### Section C – W&C Securities

Element	Title	
<b>C.1</b>	Type and class of W&C Securities/ISIN	<p>The following types of W&amp;C Securities may be issued: cash settled warrants ("<b>Warrants</b>") and certificates ("<b>Certificates</b>" and, together with the Warrants, "<b>W&amp;C Securities</b>").</p> <p>The ISIN, Common Code and Mnemonic Code in respect of a Series of W&amp;C Securities will be specified in the applicable Final Terms.</p>
<b>C.2</b>	Currency	Subject to compliance with all applicable laws, regulations and directives, W&C Securities may be issued in any currency.
<b>C.5</b>	Restrictions on free transferability	The W&C Securities will be freely transferable, subject to the offering and selling restrictions in the United States, the European Economic Area, France, Luxembourg, Netherlands, United Kingdom, Japan, India, People's Republic of China, Republic of Korea, Taiwan, Hong Kong, Thailand,

Element	Title	
		Singapore, Australia and under the Prospectus Directive and the laws of any jurisdiction in which the relevant W&C Securities are offered or sold.
C.8	Rights attaching to the W&C Securities	<p>W&amp;C Securities issued under the Programme will have terms and conditions relating to, among other matters:</p> <p><b>Status</b></p> <p>The W&amp;C Securities will be issued on an unsecured basis and constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank <i>pari passu</i> among themselves and at least <i>pari passu</i> with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Issuer (save for statutorily preferred exceptions).</p> <p><b>Taxation</b></p> <p>The Holder must pay all taxes, duties and/or expenses arising from the exercise and settlement or redemption of the W&amp;C Securities. The Issuer shall deduct from amounts payable to Holders certain taxes and expenses not previously deducted from amounts paid to Holders, as the Calculation Agent determines are attributable to the W&amp;C Securities.</p> <p>Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto, (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "<b>Code</b>") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.</p> <p><b>Negative pledge</b></p> <p>The terms of the W&amp;C Securities will not contain a negative pledge provision.</p> <p><b>Events of Default</b></p> <p>The terms of the W&amp;C Securities will not contain events of default.</p> <p><b>Meetings</b></p> <p>The terms of the W&amp;C Securities will contain provisions for calling meetings of holders of such W&amp;C Securities to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.</p>

Element	Title	
		<p><b><i>Governing law</i></b></p> <p>The W&amp;C Securities, the Agency Agreement, the Guarantee and any non-contractual obligations arising out of or in connection with the W&amp;C Securities, the Agency Agreement and the Guarantee will be governed by and shall be construed in accordance with English law.</p>
C.9	Redemption	<p><b><i>Redemption</i></b></p> <p>The terms under which W&amp;C Securities may be redeemed or exercised (including the redemption date or exercise date and related settlement date and the amount payable on redemption or exercise as well as any provisions relating to early redemption or cancellation) will be determined by the Issuer at the time of issue of the relevant W&amp;C Securities, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms. If Payout Switch Election or Automatic Payout Switch is specified in the applicable Final Terms, the amount payable on redemption or exercise may be switched from one amount payable to another.</p> <p>W&amp;C Securities may be cancelled or redeemed early if the performance of the Issuer's obligations under the W&amp;C Securities has become illegal or by reason of force majeure or act of state it becomes impossible or impracticable for the Issuer to perform its obligations under the W&amp;C Securities and/or any related hedging arrangements. If specified in the applicable Final Terms, Certificates may be redeemed early at the option of the Issuer or at the option of the Holders at the Optional Redemption Amount specified in the applicable Final Terms.</p> <p>In the case of W&amp;C Securities linked to an Underlying Reference, the W&amp;C Securities may also be cancelled or redeemed early following the occurrence of certain disruption, adjustment, extraordinary or other events as summarised in the relevant issue specific summary annexed to the applicable Final Terms.</p> <p><b><i>Representative of Holders</i></b></p> <p>No representative of the Holders has been appointed by the Issuer.</p> <p>Please also refer to item C.8 above for rights attaching to the W&amp;C Securities.</p>
C.10	Derivative component in the interest payment	Not Applicable. The W&C Securities do not pay interest.
C.11	Admission to Trading	W&C Securities issued under the Programme may be listed and admitted to trading on Euronext Paris, the Luxembourg Stock Exchange or such other stock exchange or market specified in the applicable Final Terms, or may be issued on an unlisted basis.

Element	Title	
C.15	How the value of the investment is affected by the value of the underlying assets	The amount payable on redemption or settlement of the W&C Securities may be calculated by reference to certain specified Underlying Reference(s) specified in the applicable Final Terms.
C.16	Maturity of the derivative W&C Securities	The Exercise Date or Redemption Date of the W&C Securities will be specified in the applicable Final Terms.
C.17	Settlement Procedure	W&C Securities will be cash settled.
C.18	Return on derivative W&C Securities	<p>See item C.8 above for the rights attaching to the W&amp;C Securities.</p> <p><b><i>Final Redemption – Certificates</i></b></p> <p>If the W&amp;C Securities are Certificates, unless previously redeemed or purchased and cancelled, each W&amp;C Security entitles its holder to receive from the Issuer on the Redemption Date a Cash Settlement Amount, being an amount equal to the Final Payout specified in the applicable Final Terms.</p> <p><b><i>Exercise and Settlement – Warrants</i></b></p> <p>If the W&amp;C Securities are Warrants, each W&amp;C Security entitles its holder, upon due exercise, to receive from the Issuer on the Settlement Date a Cash Settlement Amount, being an amount equal to the Final Payout specified in the applicable Final Terms.</p> <p><b><i>Final Payouts</i></b></p> <p><b>Listed Securities Final Payout</b></p> <p><b>Short Certificates Final Payout</b></p> <p><b>Out-Performance Certificates Final Payout</b></p> <p><b>Turbo Certificates Final Payout</b></p> <p><b>Short Turbo Certificates Final Payout</b></p> <p><b>Listed Security on Single Underlying Final Payout</b></p> <p><b><i>Automatic Early Redemption - Certificates</i></b></p> <p>If an Automatic Early Redemption Event as specified in the applicable Final Terms occurs, the W&amp;C Securities will be redeemed early at the Automatic Early Redemption Amount on the Automatic Early Redemption Date.</p> <p>In the case of Certificates, the Automatic Early Redemption Amount will be equal to the Automatic Early Redemption Payout specified in the applicable Final Terms.</p>



Element	Title	
		<p><i>Automatic Early Redemption Payout</i></p> <p><b>Short Certificates Automatic Early Redemption Payout</b></p> <p><b>Out-Performance Certificates Automatic Early Redemption Payout</b></p> <p><b>Turbo Certificates Automatic Early Redemption Payout</b></p> <p><b>Short Turbo Certificates Automatic Early Redemption Payout</b></p>
<b>C.19</b>	Final reference price of the Underlying	Where the amount payable on redemption or settlement of the W&C Securities is determined by reference to one or more Underlying Reference, the final reference price of the Underlying Reference will be determined in accordance with the valuation mechanics set out in Element C.9 and Element C.18 above, as applicable.
<b>C.20</b>	Underlying Reference	<p>One or more index, share, global depositary receipt ("<b>GDR</b>"), American depositary receipt ("<b>ADR</b>"), interest in an exchange traded fund, an exchange traded note, an exchange traded commodity or other exchange traded product (each an "<b>exchange traded instrument</b>"), debt instrument, fund share or unit.</p> <p>The Underlying Reference(s) in relation to a Tranche of W&amp;C Securities will be specified in the applicable Final Terms. The applicable Final Terms will specify where information on the Underlying Reference(s) can be obtained.</p>

#### Section D – Risks

Element	Title	
<b>D.2</b>	Key risks regarding the Issuers and the Guarantor	<p><i>Issuers</i></p> <p><b>BNPP B.V.</b></p> <p>The following risk factors relate to BNPP B.V: BNPP B.V. is an operating company. BNPP B.V.'s sole business is the raising and borrowing of money by issuing securities such as Warrants or Certificates or other obligations. BNPP B.V. has, and will have, no assets other than hedging agreements (OTC contracts mentioned in the Annual Reports), cash and fees payable to it, or other assets acquired by it, in each case in connection with the issue of securities or entry into other obligations related thereto from time to time. BNPP B.V. has a small equity and limited profit base. The net proceeds from each issue of W&amp;C Securities issued by BNPP B.V. will become part of the general funds of BNPP B.V. BNPP B.V. uses such proceeds to hedge its market risk by acquiring hedging instruments from BNPP and BNP Paribas entities. The ability of BNPP B.V. to meet its obligations under W&amp;C Securities issued by it will depend on the receipt by it of payments under the relevant hedging agreements. Consequently,</p>

Element	Title	
		<p> Holders of W&amp;C Securities will, subject to the provisions of the Guarantee issued by BNPP, be exposed to the ability of BNPP and BNP Paribas entities to perform their obligations under such hedging agreements.</p> <p><b>BNPP</b></p> <p> There are certain factors that may affect BNPP's ability to fulfil its obligations under the W&amp;C Securities issued under the Programme and, if applicable, BNPP's obligations under the Guarantee.</p> <p> Eleven main categories of risk are inherent in BNPP's activities:</p> <ul style="list-style-type: none"> <li>a) Credit Risk;</li> <li>b) Counterparty Credit Risk;</li> <li>c) Securitisation;</li> <li>d) Market Risk;</li> <li>e) Operational Risk;</li> <li>f) Compliance and Reputation Risk;</li> <li>g) Concentration Risk;</li> <li>h) Banking Book Interest Rate Risk;</li> <li>i) Strategic and Business Risks;</li> <li>j) Liquidity Risk; and</li> <li>k) Insurance Subscription Risk.</li> </ul> <p> Difficult market and economic conditions have had and may continue to have a material adverse effect on the operating environment for financial institutions and hence on BNPP's financial condition, results of operations and cost of risk.</p> <p> BNPP's access to and cost of funding could be adversely affected by a resurgence of the euro-zone sovereign debt crisis, worsening economic conditions, rating downgrades, increases in credit spreads or other factors.</p> <p> Significant interest rate changes could adversely affect BNPP's revenues or profitability.</p> <p> The soundness and conduct of other financial institutions and market participants could adversely affect BNPP.</p> <p> BNPP may incur significant losses on its trading and investment activities due to market fluctuations and volatility.</p>

Element	Title	
		<p>BNPP may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.</p> <p>Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.</p> <p>Laws and regulations adopted in response to the global financial crisis may materially impact BNPP and the financial and economic environment in which it operates.</p> <p>BNPP is subject to extensive and evolving regulatory regimes in the jurisdictions in which it operates.</p> <p>BNPP may incur substantial fines and other administrative and criminal penalties for non-compliance with applicable laws and regulations.</p> <p>There are risks related to the implementation of BNPP's strategic plan.</p> <p>BNPP may experience difficulties integrating acquired companies and may be unable to realize the benefits expected from its acquisitions.</p> <p>Intense competition by banking and non-banking operators could adversely affect BNPP's revenues and profitability.</p> <p>A substantial increase in new provisions or a shortfall in the level of previously recorded provisions could adversely affect BNPP's results of operations and financial condition.</p> <p>Notwithstanding BNPP's risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses.</p> <p>BNPP's hedging strategies may not prevent losses.</p> <p>BNPP's competitive position could be harmed if its reputation is damaged.</p> <p>An interruption in or a breach of BNPP's information systems may result in material losses of client or customer information, damage to BNPP's reputation and lead to financial losses.</p> <p>Unforeseen external events may disrupt BNPP's operations and cause substantial losses and additional costs.</p> <p><b>Guarantor</b></p> <p>See above for BNPP.</p>
<b>D.3</b>	Key risks regarding the W&C Securities	<p>There are certain factors which are material for the purposes of assessing the market risks associated with W&amp;C Securities issued under the Programme, including that (i) the W&amp;C Securities are unsecured obligations; (ii) W&amp;C Securities including leverage involve a higher level of risk and whenever there are losses on such W&amp;C Securities those losses</p>

Element	Title	
		<p>may be higher than those of a similar security which is not leveraged; (iii) the trading price of the W&amp;C Securities is affected by a number of factors including, but not limited to, (in respect of W&amp;C Securities linked to an Underlying Reference) the price of the relevant Underlying Reference(s), time to expiration or redemption and volatility and such factors mean that the trading price of the W&amp;C Securities may be below the Cash Settlement Amount; (iv) exposure to the Underlying Reference in many cases will be achieved by the relevant Issuer entering into hedging arrangements and, in respect of W&amp;C Securities linked to an Underlying Reference, potential investors are exposed to the performance of these hedging arrangements and events that may affect the hedging arrangements and consequently the occurrence of any of these events may affect the value of the W&amp;C Securities; (v) that the W&amp;C Securities may have a minimum trading amount and if, following the transfer of any W&amp;C Securities, a Holder holds fewer W&amp;C Securities than the specified minimum trading amount, such Holder will not be permitted to transfer their remaining W&amp;C Securities prior to expiration or redemption, as applicable, without first purchasing enough additional W&amp;C Securities in order to hold the minimum trading amount; (vi) limitations on the exercise of Warrants may mean that a Holder is not able to exercise all the Warrants that it desires to exercise on a particular date where the Issuer has the option to limit the number of Warrants exercisable on any date or may be required to sell or purchase Warrants (incurring transaction costs in each case) in order to realise its investment where a minimum number of Warrants must be exercised; (vii) in the case of Warrants, changes in the Cash Settlement Amount during the time lag between a Holder giving instructions to exercise and determination of the Cash Settlement Amount could decrease the Cash Settlement Amount; (viii) if so indicated in the Final Terms the Issuer may, in its sole and absolute discretion, elect to vary the settlement of the W&amp;C Securities; (ix) the occurrence of an additional disruption event or optional additional disruption event may lead to an adjustment to the W&amp;C Securities, cancellation (in the case of Warrants) or early redemption (in the case of Certificates) or may result in the amount payable on scheduled redemption being different from the amount expected to be paid at scheduled redemption and consequently the occurrence of an additional disruption event and/or optional additional disruption event may have an adverse effect on the value or liquidity of the W&amp;C Securities, (x) expenses and taxation may be payable in respect of the W&amp;C Securities, (xi) the W&amp;C Securities may be cancelled (in the case of Warrants) or redeemed (in the case of Certificates) in the case of illegality or impracticability and such cancellation or redemption may result in an investor not realising a return on an investment in the W&amp;C Securities, (xii) the meetings of Holders provisions permit defined majorities to bind all Holders, (xiii) any judicial decision or change to an administrative practice or change to English law after the date of the Base Prospectus could materially adversely impact the value of any W&amp;C Securities affected by it, (xiv) a reduction in the rating, if any, accorded to outstanding debt securities of the Issuer or Guarantor (if applicable) by a credit rating agency could result in a reduction in the</p>

Element	Title	
		<p>trading value of the W&amp;C Securities, (xv) certain conflicts of interest may arise (see Element E.4 below), (xvi), the only means through which a Holder can realise value from the W&amp;C Security prior to its Exercise Date or Redemption Date, as applicable, is to sell it at its then market price in an available secondary market and that there may be no secondary market for the W&amp;C Securities (which could mean that an investor has to exercise or wait until redemption of the W&amp;C Securities to realise a greater value than its trading value), (xvii) an active secondary market may never be established or may be illiquid and this may adversely affect the value at which an investor may sell its W&amp;C Securities (investors may suffer a partial or total loss of the amount of their investment). For certain issues of W&amp;C Securities, BNP Paribas Arbitrage S.N.C. is required to act as market-maker. In those circumstances, BNP Paribas Arbitrage S.N.C. will endeavour to maintain a secondary market throughout the life of the W&amp;C Securities, subject to normal market conditions and will submit bid and offer prices to the market. The spread between bid and offer prices may change during the life of the W&amp;C Securities. However, during certain periods, it may be difficult, impractical or impossible for BNP Paribas Arbitrage S.N.C. to quote bid and offer prices, and during such periods, it may be difficult, impracticable or impossible to buy or sell the W&amp;C Securities. This may, for example, be due to adverse market conditions, volatile prices or large price fluctuations, a large marketplace being closed or restricted or experiencing technical problems such as an IT system failure or network disruption.</p> <p>In addition, there are specific risks in relation to W&amp;C Securities which are linked to an Underlying Reference (including Hybrid Securities) and an investment in such W&amp;C Securities will entail significant risks not associated with an investment in a conventional debt security. Risk factors in relation to Underlying Reference linked W&amp;C Securities include: (i) in the case of Index Securities, exposure to one or more index, adjustment events and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the W&amp;C Securities (ii) in the case of Share Securities, exposure to one or more share, similar market risks to a direct equity investment, global depositary receipt ("<b>GDR</b>") or American depositary receipt ("<b>ADR</b>"), potential adjustment events or extraordinary events affecting shares and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the W&amp;C Securities, (iii) in the case of ETI Securities, exposure to one or more interests in an exchange traded fund, exchange traded note, exchange traded commodity or other exchange traded product (each an "<b>exchange traded instrument</b>"), similar market risks to a direct exchange traded instrument investment, that the amount payable on ETI Securities may be less and in certain circumstances may be significantly less than the return from a direct investment in the relevant ETI(s), potential adjustment events or extraordinary events affecting exchange traded instruments and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of</p>

Element	Title	
		<p>the W&amp;C Securities, (iv) in the case of Debt Securities, exposure to a debt instrument, similar market risks to a direct debt instrument investment and market disruption; (v) in the case of Fund Securities, exposure to a fund share or unit, similar risks to a direct fund investment, that the amount payable on Fund Securities may be less than the amount payable from a direct investment in the relevant Fund(s), extraordinary fund events which may have an adverse effect on the value or liquidity of the W&amp;C Securities; and (vi) that unless otherwise specified in the applicable Final Terms the Issuer will not provide post-issuance information in relation to the Underlying Reference.</p> <p>Furthermore there are specific risks in relation to W&amp;C Securities linked to an Underlying Reference from an emerging or developing market (including, without limitation, risks associated with political and economic uncertainty, adverse governmental policies, restrictions on foreign investment and currency convertibility, currency exchange rate fluctuations, possible lower levels of disclosure and regulation and uncertainties as to status, interpretation and application of laws, increased custodian costs and administrative difficulties and higher probability of the occurrence of a disruption or adjustment event). W&amp;C Securities traded in emerging or developing countries tend to be less liquid and the prices of such securities more volatile.</p> <p>In certain circumstances Holders may lose the entire value of their investment.</p> <p>In respect of an issue of W&amp;C Securities, further risks relevant to such W&amp;C Securities which are set out in the "Risk Factors" section of the Base Prospectus may be summarised in the relevant issue specific summary annexed to the applicable Final Terms.</p>
<b>D.6</b>	Risk warning	<p>See Element D.3 above.</p> <p>In the event of the insolvency of an Issuer or if it is otherwise unable or unwilling to repay the W&amp;C Securities when repayment falls due, an investor lose all or part of his investment in the W&amp;C Securities. If the W&amp;C Securities are guaranteed and the Guarantor is unable or unwilling to repay the W&amp;C Securities when repayment falls due, an investor may lose all or part of his investment in the W&amp;C Securities. In addition, in the case of W&amp;C Securities linked to an Underlying Reference, investors may lose all or part of their investment in the W&amp;C Securities as a result of the terms and conditions of those W&amp;C Securities.</p>

## Section E – Offer

Element	Title	
<b>E.2b</b>	Reasons for the offer and use of proceeds	The net proceeds from the issue of the W&C Securities will become part of the general funds of the Issuer. Such proceeds may be used to maintain positions in options or futures contracts or other hedging instruments.
<b>E.3</b>	Terms and conditions of the offer	<p>Under the programme, the W&amp;C Securities may be offered to the public in a Non-exempt Offer in France and Luxembourg.</p> <p>The terms and conditions of each offer of W&amp;C Securities will be determined by agreement between the Issuer and the relevant Managers at the time of issue and specified in the applicable Final Terms. An Investor intending to acquire or acquiring any W&amp;C Securities in a Non-exempt Offer from an Authorised Offeror will do so, and offers and sales of such W&amp;C Securities to an Investor by such Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocations and settlement arrangements.</p>
<b>E.4</b>	Interest of natural and legal persons involved in the issue/offer	<p>The relevant Managers may be paid fees in relation to any issue of W&amp;C Securities under the Programme. Any such Manager and its affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and the Guarantor (if any) and their affiliates in the ordinary course of business.</p> <p>Various entities within the BNPP Group (including the Issuers and the Guarantor) and Affiliates may undertake different roles in connection with the W&amp;C Securities, including Issuer of the W&amp;C Securities, Calculation Agent of the W&amp;C Securities, issuer, sponsor or calculation agent of the Underlying Reference(s) and may also engage in trading activities (including hedging activities) relating to the Underlying Reference and other instruments or derivative products based on or relating to the Underlying Reference which may give rise to potential conflicts of interest.</p> <p>The Calculation Agent may be an Affiliate of the relevant Issuer or the Guarantor (if any) and potential conflicts of interest may exist between the Calculation Agent and holders of the W&amp;C Securities.</p> <p>The Issuers, the Guarantor and their Affiliates may also issue other derivative instruments in respect of the Underlying Reference and may act as underwriter in connection with future offerings of shares or other securities relating to an issue of W&amp;C Securities or may act as financial adviser to certain companies or companies whose shares or other securities are included in a basket or in a commercial banking capacity for such companies.</p>

Element	Title	
		<p>In respect of ETI Securities and Fund Securities, the relevant Issuer or one or more of its Affiliates may from time to time engage in business with the relevant ETI or Fund, as the case may be, or companies in which an ETI or Fund, as the case may be, invests and may be paid for the provision of such services. This business could present certain conflicts of interest.</p>
E.7	Expenses charged to the investor by the Issuer	<p>It is not anticipated that the Issuer will charge any expenses to investors in connection with any issue of W&amp;C Securities under the Programme.</p>



**PRO FORMA ISSUE SPECIFIC SUMMARY OF THE PROGRAMME IN RELATION TO THIS BASE PROSPECTUS**

*Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Sections A – E (A.1 – E.7). This Summary contains all the Elements required to be included in a summary for this type of W&C Securities[,] [and] Issuer [and Guarantor]. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of W&C Securities[,] [ and] Issuer [and Guarantor], it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element should be included in the summary explaining why it is not applicable.*

**Section A - Introduction and warnings**

Element	Title	
A.1	Warning that the summary should be read as an introduction and provision as to claims	<ul style="list-style-type: none"> <li>• <b>This summary should be read as an introduction to the Base Prospectus dated 1 July 2015 (the "Base Prospectus") and the applicable Final Terms. In this summary, unless otherwise specified and except as used in the first paragraph of Element D.3, “Base Prospectus” means the Base Prospectus of BNPP B.V. and BNPP dated 1 July 2015 as supplemented from time to time. In the first paragraph of Element D.3, “Base Prospectus” means the Base Prospectus of BNPP B.V. and BNPP dated 1 July 2015.</b></li> <li>• <b>Any decision to invest in any W&amp;C Securities should be based on a consideration of the Base Prospectus as a whole, including any documents incorporated by reference and the applicable Final Terms.</b></li> <li>• <b>Where a claim relating to information contained in the Base Prospectus and the applicable Final Terms is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated.</b></li> <li>• <b>No civil liability will attach to the Issuer [or the Guarantor] (if any) in any such Member State solely on the basis of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus and the applicable Final Terms or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of the Base Prospectus and the applicable Final Terms, key information (as defined in Article 2.1(s) of the Prospectus Directive) in order to aid investors when considering whether to invest in the W&amp;C Securities.</b></li> </ul>

Element	Title	
A.2	Consent as to use the Base Prospectus, period of validity and other conditions attached	<p>[<i>Consent</i>: Subject to the conditions set out below, the Issuer consents to the use of the Base Prospectus in connection with a Non-exempt Offer of W&amp;C Securities by the Managers, [<i>names of specific financial intermediaries listed in final terms</i>,] [and] [each financial intermediary whose name is published on BNP Paribas's website (www.[https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx]) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer (each an "<b>Authorised Offeror</b>").</p> <p><i>Offer period</i>: The Issuer's consent referred to above is given for Non-exempt Offers of W&amp;C Securities during [<i>offer period for the issue to be specified here</i>] (the "<b>Offer Period</b>").</p> <p><i>Conditions to consent</i>: The conditions to the Issuer's consent are that such consent (a) is only valid during the Offer Period; (b) only extends to the use of the Base Prospectus to make Non-exempt Offers of the relevant Tranche of W&amp;C Securities in [<i>specify each Relevant Member State in which the particular Tranche of W&amp;C Securities can be offered</i>] and (c) [<i>specify any other conditions applicable to the Non-exempt Offer of the particular Tranche, as set out in the Final Terms</i>].]</p> <p><b>AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY SECURITIES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER.</b></p>

#### Section B - Issuer [and Guarantor]

Element	Title	
B.1	Legal and commercial name of the Issuer	<p>[<i>Insert where BNPP B.V. is the Issuer</i>: BNP Paribas Arbitrage Issuance B.V. ("<b>BNPP B.V.</b>" or the "<b>Issuer</b>").]</p> <p>[<i>Insert where BNPP is the Issuer</i>: BNP Paribas ("<b>BNPP</b>", the "<b>Bank</b>" or the "<b>Issuer</b>".)]</p>
B.2	Domicile/ legal form/ legislation/ country of incorporation	<p>[<i>Insert where BNPP B.V. is the Issuer</i>:</p> <p>The Issuer was incorporated in the Netherlands as a private company with limited liability under Dutch law having its registered office at Herengracht 537, 1017 BV Amsterdam, the Netherlands.]</p>

Element	Title	
		<p>[Insert where BNPP is the Issuer:</p> <p>The Issuer was incorporated in France as a <i>société anonyme</i> under French law and licensed as a bank having its head office at 16, boulevard des Italiens – 75009 Paris, France.]</p>
B.4b	Trend information	<p>[Insert where BNPP is the Issuer:</p> <p><b>Macroeconomic risk.</b></p> <p>Macroeconomic and market conditions affect BNPP's results. The nature of BNPP's business makes it particularly sensitive to macroeconomic and market conditions in Europe, which have been difficult and volatile in recent years.</p> <p>In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD<sup>2</sup> economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.</p> <p><b>Legislation and Regulation applicable to Financial Institutions.</b></p> <p>Laws and regulations applicable to financial institutions that have an impact on BNPP have significantly evolved. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking groups such as the BNPP Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business</p>

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<sup>2</sup> See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

Element	Title	
		<p>rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies. The measures that were recently adopted, or that are (or whose implementation measures are) in some cases proposed and still under discussion, that have affected or are likely to affect BNPP, include in particular the French Ordinance of 27 June 2013 relating to credit institutions and financing companies ("<i>Sociétés de financement</i>"), which came into force on 1 January 2014, the French banking law of 26 July 2013 on the separation and regulation of banking activities and the related implementing decrees and orders and the Ordinance of 20 February 2014 for the adaptation of French law to EU law with respect to financial matters; the Directive and Regulation of the European Parliament and of the Council on prudential requirements "CRD 4/CRR" dated 26 June 2013 (and the related delegated and implementing acts) and many of whose provisions have been applicable since January 1, 2014; the regulatory and implementing technical standards relating to the Directive and Regulation CRD 4/CRR published by the European Banking Authority; the designation of BNPP as a systemically important financial institution by the Financial Stability Board and the consultation for a common international standard on total loss-absorbing capacity ("<b>TLAC</b>") for global systemically important banks; the public consultation for the reform of the structure of the EU banking sector of 2013 and the proposal for a Regulation of the European Parliament and of the Council of 29 January 2014 on structural measures to improve the resilience of EU credit institutions; the proposal for a Regulation of the European Parliament and of the Council of 18 September 2013 on indices used as benchmarks in financial instruments and financial contracts; the Regulation of the European Parliament and of the Council of 16 April 2014 on market abuse and the Directive of the European Parliament and of the Council of 16 April 2014 on criminal sanctions for market abuse; the Directive and the Regulation of the European Parliament and of the Council on markets in financial instruments of 15 May 2014; the European Single Supervisory Mechanism led by the European Central Bank adopted in October 2013 (Council Regulation of October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions and the Regulation of the European Parliament and of the Council of 22 October 2013 establishing a European Supervisory Authority as regards the conferral of specific tasks on the European Central Bank (and the related delegated and implementing acts)), as well as the related French Ordinance of 6 November 2014 for the adaptation of French law to the single supervisory mechanism of the credit institutions; the Directive of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes, which strengthens the protection of citizens' deposits in case of bank failures (and the related delegated and implementing acts); the Directive of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms,</p>

Element	Title	
		<p>which harmonizes the tools to address potential bank crises; the Single Resolution Mechanism adopted by the European Parliament on 15 April 2014 (Regulation of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a single resolution mechanism and a single resolution fund, and the related delegated and implementing acts), which provides for the establishment of a Single Resolution Board as the authority in charge of the implementation of the Single Resolution Mechanism and the establishment of the Single Resolution Fund; the Delegated Regulation on the provisional system of instalments on contributions to cover the administrative expenditures of the Single Resolution Board during the provisional period adopted by the European Commission on 8 October 2014, the implementing Regulation of the Council of 19 December 2014 specifying uniform conditions for the ex-ante contribution to the Single Resolution Fund; the U.S. Federal Reserve's final rule imposing enhanced prudential standards on the U.S. operations of large foreign banks; the "Volcker Rule" imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities of U.S. banks and non-U.S. banks adopted by the U.S. regulatory authorities in December 2013; and the final U.S. credit risk retention rule adopted on 22 October 2014. More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on the financial system in general or BNPP in particular.]</p> <p><i>[Insert where BNPP B.V., is the Issuer:</i></p> <p>BNPP B.V. is dependent upon BNPP. BNPP B.V. is a wholly owned subsidiary of BNPP specifically involved in the issuance of securities such as notes, Warrants or Certificates or other obligations which are developed, setup and sold to investors by other companies in the BNPP Group (including BNPP). The securities are hedged by acquiring hedging instruments from BNPP and BNP Paribas entities as described in Element D.2 below. As a consequence, the Trend Information described with respect to BNPP in B19/B.4b below shall also apply to BNPP B.V.]</p>
B.5	Description of the Group	<p><i>[Insert where BNPP B.V., is the Issuer:</i></p> <p>BNPP B.V. is a wholly owned subsidiary of BNPP. BNPP is the ultimate holding company of a group of companies and manages financial operations for those subsidiary companies (together the "<b>BNPP Group</b>").]</p> <p><i>[Insert where BNPP is the Issuer:</i></p> <p>BNPP is a European leading provider of banking and financial services and has four domestic retail banking markets in Europe, namely in Belgium, France, Italy and Luxembourg. It is present in 75 countries and has almost 188,000 employees, including over 147,000 in Europe. BNPP is the parent company of the BNP Paribas Group (the "<b>BNPP Group</b>").]</p>

Element	Title																						
B.9	Profit forecast or estimate	<p>The BNPP Group's 2014-2016 business development plan confirms the universal bank business model. The goal of the 2014-2016 business development plan is to support clients in a changing environment.</p> <p>The BNPP Group has defined the five following strategic priorities for 2016:</p> <ul style="list-style-type: none"> <li>• enhance client focus and services</li> <li>• simple: simplify our organisation and how we operate</li> <li>• efficient: continue improving operating efficiency</li> <li>• adapt certain businesses to their economic and regulatory environment</li> <li>• implement business development initiatives</li> </ul> <p>The Bank continues to implement its 2014-2016 development plan in a low interest rate context and has to take into account new taxes and regulations.</p>																					
B.10	Audit report qualifications	[Not applicable, there are no qualifications in any audit report on the historical financial information included in the Base Prospectus.] [The audit report on the historical financial information included in the Base Prospectus contains the following qualification(s): <i>[describe qualification(s)]</i> ]																					
B.12	Selected historical key financial information:	<p>[Insert where BNPP B.V. is the Issuer:</p> <p><b>Comparative Annual Financial Data – In EUR</b></p> <table border="1"> <thead> <tr> <th></th> <th>31/12/2014</th> <th>31/12/2013</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>432,263</td> <td>397,608</td> </tr> <tr> <td>Net income, Group share</td> <td>29,043</td> <td>26,749</td> </tr> <tr> <td>Total balance sheet</td> <td>64,804,833,465</td> <td>48,963,076,836</td> </tr> <tr> <td>Shareholders' equity (Group share)</td> <td>445,206</td> <td>416,163</td> </tr> </tbody> </table> <p>[Insert where BNPP is the Issuer</p> <p><b>Comparative Annual Financial Data – in millions of EUR</b></p> <table border="1"> <thead> <tr> <th></th> <th>31/12/2014 (audited)</th> <th>31/12/2013* (audited)</th> </tr> </thead> <tbody> <tr> <td>Revenues</td> <td>39,168</td> <td>37,286</td> </tr> </tbody> </table>		31/12/2014	31/12/2013	Revenues	432,263	397,608	Net income, Group share	29,043	26,749	Total balance sheet	64,804,833,465	48,963,076,836	Shareholders' equity (Group share)	445,206	416,163		31/12/2014 (audited)	31/12/2013* (audited)	Revenues	39,168	37,286
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<b>Element</b>	<b>Title</b>		
	Cost of risk	(3,705)	(3,643)
	Net income, Group share	157	4,818
<i>* Restated following the application of accounting standards IFRS10, IFRS11 and the amendment to IAS32</i>			
		<b>31/12/2014</b>	<b>31/12/2013*</b>
	Common equity Tier 1 ratio (Basel 3 fully loaded, CRD4)	10.3%	10.3%
		<b>31/12/2014 (audited)</b>	<b>31/12/2013* (audited)</b>
	Total consolidated balance sheet	2,077,759	1,810,522
	Consolidated loans and receivables due from customers	657,403	612,455
	Consolidated items due to customers	641,549	553,497
	Shareholders' equity (Group share)	89,410	87,433
<i>* Restated following the application of accounting standards IFRS10, IFRS11 and the amendment to IAS32</i>			
<b>Comparative Interim Financial Data – In millions of EUR</b>			
		<b>1Q15</b>	<b>1Q14*</b>
	Revenues	11,065	9,911
	Cost of risk	(1,044)	(1,084)
	Net income, Group share	1,648	1,403
		<b>31/03/2015</b>	<b>31/12/2014*</b>
	Common equity Tier 1 ratio (Basel 3 fully loaded, CRD4)	10.3%	10.3%
	Total consolidated balance sheet	2,392,177	2,077,758
	Consolidated loans and receivables due from customers	696,737	657,403
	Consolidated items due to customers	688,645	641,549
	Shareholders' equity (Group share)	93,921	89,458
<i>* Restated according to the IFRIC 21 interpretation]</i>			
<b>Statements of no significant or material adverse change</b>			

Element	Title	
		<p>There has been no significant change in the financial or trading position of the BNPP Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published). There has been no material adverse change in the prospects of BNPP or the BNPP Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).</p> <p>[There has been no significant change in the financial or trading position of BNPP B.V. since 31 December 2014] and there has been no material adverse change in the prospects of BNPP B.V. since 31 December 2014.]</p>
<b>B.13</b>	Events impacting the Issuer's solvency	<p>[Not applicable, as at the date of this Base Prospectus and to the best of the Issuer's knowledge, there have not been any recent events which are to a material extent relevant to the evaluation of the Issuer's solvency since 31 December 2014.]/[Specify any recent events which are to a material extent relevant to the evaluation of the Issuer's solvency].</p>
<b>B.14</b>	Dependence upon other group entities	<p><i>[Insert where BNPP is the Issuer:</i></p> <p>Subject to the following paragraph, BNPP is not dependent upon other members of the BNPP Group.</p> <p>In April 2004, BNPP began outsourcing IT Infrastructure Management Services to the BNP Paribas Partners for Innovation (BP<sup>2</sup>I) joint venture set up with IBM France at the end of 2003. BP<sup>2</sup>I provides IT Infrastructure Management Services for BNPP and several BNPP subsidiaries in France (including BNP Paribas Personal Finance, BP2S, and BNP Paribas Cardif), Switzerland, and Italy. In mid-December 2011 BNPP renewed its agreement with IBM France for a period lasting until end-2017. At the end of 2012, the parties entered into an agreement to gradually extend this arrangement to BNP Paribas Fortis as from 2013.</p> <p>BP<sup>2</sup>I is under the operational control of IBM France. BNP Paribas has a strong influence over this entity, which is 50/50 owned with IBM France. The BNP Paribas staff made available to BP<sup>2</sup>I make up half of that entity's permanent staff, its buildings and processing centres are the property of the BNPP Group, and the governance in place provides BNP Paribas with the contractual right to monitor the entity and bring it back into the BNPP Group if necessary.</p> <p>ISFS, a fully-owned IBM subsidiary, handles IT Infrastructure Management for BNP Paribas Luxembourg.</p> <p>BancWest's data processing operations are outsourced to Fidelity Information Services. Cofinoga France's data processing is outsourced to SDDC, a fully-owned IBM subsidiary.]</p> <p><i>[Insert where BNPP B.V. is the Issuer:</i></p> <p>BNPP B.V. is dependent upon BNPP. BNPP B.V. is a wholly owned subsidiary of BNPP specifically involved in the issuance of securities such</p>



Element	Title	
		<p>as notes, Warrants or Certificates or other obligations which are developed, setup and sold to investors by other companies in the BNPP Group (including BNPP). The securities are hedged by acquiring hedging instruments from BNPP and BNP Paribas entities as described in Element D.2 below.]</p> <p>See also Element B.5 above.</p>
<b>B.15</b>	Principal activities	<p><i>[Insert where BNPP B.V. is the Issuer:</i></p> <p>The principal activity of the Issuer is to issue and/or acquire financial instruments of any nature and to enter into related agreements for the account of various entities within the BNPP Group.]</p> <p><i>[Insert where BNPP is the Issuer:</i></p> <p>BNP Paribas holds key positions in its two main businesses:</p> <ul style="list-style-type: none"> <li>• <b>Retail Banking and Services</b>, which includes: <ul style="list-style-type: none"> <li>• Domestic Markets, comprising: <ul style="list-style-type: none"> <li>• French Retail Banking (FRB),</li> <li>• BNL banca commerciale (BNL bc), Italian retail banking,</li> <li>• Belgian Retail Banking (BRB),</li> <li>• Other Domestic Markets activities, including Luxembourg Retail Banking (LRB);</li> </ul> </li> <li>• International Financial Services, comprising: <ul style="list-style-type: none"> <li>• Europe-Mediterranean,</li> <li>• BancWest,</li> <li>• Personal Finance,</li> <li>• Insurance,</li> <li>• Wealth and Asset Management;</li> </ul> </li> </ul> </li> <li>• <b>Corporate and Institutional Banking (CIB)</b>, which includes: <ul style="list-style-type: none"> <li>• Corporate Banking,</li> <li>• Global Markets,</li> <li>• Securities Services.]</li> </ul> </li> </ul>
<b>B.16</b>	Controlling shareholders	<p><i>[Insert where BNPP B.V. is the Issuer:</i> BNPP B.V. holds 100 per cent. of the share capital of the Issuer.</p>

Element	Title	
		<p>[Insert where BNPP is the Issuer: None of the existing shareholders controls, either directly or indirectly, BNPP. The main shareholders are Société Fédérale de Participations et d'Investissement ("<b>SFPI</b>") a <i>public-interest société anonyme</i> (public limited company) acting on behalf of the Belgian government holding 10.3% of the share capital as at 31 December 2014 and Grand Duchy of Luxembourg holding 1.0% of the share capital as at 31 December 2014. To BNPP's knowledge, no shareholder other than SFPI owns more than 5% of its capital or voting rights.]</p>
<p><b>B.17</b></p>	<p>Solicited credit ratings</p>	<p>[Insert where BNPP B.V. is the Issuer:</p> <p>BNPP B.V.'s long term credit ratings are [A+ with a negative outlook (Standard &amp; Poor's Credit Market Services France SAS)] and BNPP B.V.'s short term credit ratings are [A-1 (Standard &amp; Poor's Credit Market Services France SAS)].]</p> <p>[Insert where BNPP is the Issuer:</p> <p>BNPP's long term credit ratings are [A+ with a negative outlook (Standard &amp; Poor's Credit Market Services France SAS)], [A1 with a stable outlook (Moody's Investors Service Ltd.)] and [A+ with a stable outlook (Fitch France S.A.S.)] and BNPP's short-term credit ratings are [A-1 (Standard &amp; Poor's Credit Market Services France SAS)], [P-1 (Moody's Investors Service Ltd.)] and [F1 (Fitch France S.A.S.)].]</p> <p>[The W&amp;C Securities [have [not] been/are expected to be] rated [●] by [●].]</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>
<p><b>B.18</b></p>	<p>Description of the Guarantee</p>	<p>[Insert in the case of W&amp;C Securities issued by BNPP B.V.:</p> <p>The W&amp;C Securities will be unconditionally and irrevocably guaranteed by BNP Paribas ("<b>BNPP</b>" or the "<b>Guarantor</b>") pursuant to an English law deed of guarantee executed by BNPP on or around 9 June 2015 (the "<b>Guarantee</b>").</p> <p>In the event of a bail-in of BNPP B.V. but not BNPP, the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such reduction or modification resulting from the application of a bail-in of BNPP B.V. by a relevant regulator.</p> <p>In the event of a bail-in of BNPP but not BNPP B.V., the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such modification or reduction applied to securities issued by BNPP resulting from the application of a bail-in of BNPP by any relevant regulator.]</p>
<p><b>B.19</b></p>	<p>[If the W&amp;C</p>	

<b>Element</b>	<b>Title</b>	
	<i>Securities are guaranteed, insert:</i>  Information about the Guarantor	
<b>B.19/ B.1</b>	Legal and commercial name of the Guarantor	BNP Paribas
<b>B.19/ B.2</b>	Domicile/ legal form/ legislation/ country of incorporation	The Guarantor was incorporated in France as a <i>société anonyme</i> under French law and licensed as a bank having its head office at 16, boulevard des Italiens – 75009 Paris, France.
<b>B.19/ B.4b</b>	Trend information	<p><b><i>Macro-economic environment</i></b></p> <p>Macroeconomic and market conditions affect the Guarantor's results. The nature of the Guarantor's business makes it particularly sensitive to macroeconomic and market conditions in Europe, which have been difficult and volatile in recent years.</p> <p>In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD<sup>3</sup> economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.</p> <p><b><i>Laws and Regulations Applicable to Financial Institutions</i></b></p> <p>Laws and regulations applicable to financial institutions that have an impact on the Guarantor have significantly evolved. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking</p>

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<sup>3</sup> See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

Element	Title	
		<p>groups such as the BNPP Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies.</p> <p>The measures that were recently adopted, or that are (or whose implementation measures are) in some cases proposed and still under discussion, that have affected or are likely to affect the Guarantor, include in particular the French Ordinance of 27 June 2013 relating to credit institutions and financing companies ("<i>Sociétés de financement</i>"), which came into force on 1 January 2014, the French banking law of 26 July 2013 on the separation and regulation of banking activities and the related implementing decrees and orders and the Ordinance of 20 February 2014 for the adaptation of French law to EU law with respect to financial matters; the Directive and Regulation of the European Parliament and of the Council on prudential requirements "CRD 4/CRR" dated 26 June 2013 (and the related delegated and implementing acts) and many of whose provisions have been applicable since January 1, 2014; the regulatory and implementing technical standards relating to the Directive and Regulation CRD 4/CRR published by the European Banking Authority; the designation of the Guarantor as a systemically important financial institution by the Financial Stability Board and the consultation for a common international standard on total loss-absorbing capacity ("<b>TLAC</b>") for global systemically important banks; the public consultation for the reform of the structure of the EU banking sector of 2013 and the proposal for a Regulation of the European Parliament and of the Council of 29 January 2014 on structural measures to improve the resilience of EU credit institutions; the proposal for a Regulation of the European Parliament and of the Council of 18 September 2013 on indices used as benchmarks in financial instruments and financial contracts; the Regulation of the European Parliament and of the Council of 16 April 2014 on market abuse and the Directive of the European Parliament and of the Council of 16 April 2014 on criminal sanctions for market abuse; the Directive and the Regulation of the European Parliament and of the Council on markets in financial instruments of 15 May 2014; the European Single Supervisory Mechanism led by the European Central Bank adopted in October 2013 (Council Regulation of October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions and the Regulation of the European Parliament and of the Council of 22 October 2013 establishing a European Supervisory Authority as regards the conferral of specific tasks on the European Central Bank (and the related delegated and implementing acts)), as well as the related French Ordinance of 6 November 2014 for the</p>

Element	Title	
		<p>adaptation of French law to the single supervisory mechanism of the credit institutions; the Directive of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes, which strengthens the protection of citizens' deposits in case of bank failures (and the related delegated and implementing acts); the Directive of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, which harmonizes the tools to address potential bank crises; the Single Resolution Mechanism adopted by the European Parliament on 15 April 2014 (Regulation of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a single resolution mechanism and a single resolution fund, and the related delegated and implementing acts), which provides for the establishment of a Single Resolution Board as the authority in charge of the implementation of the Single Resolution Mechanism and the establishment of the Single Resolution Fund; the Delegated Regulation on the provisional system of instalments on contributions to cover the administrative expenditures of the Single Resolution Board during the provisional period adopted by the European Commission on 8 October 2014, the implementing Regulation of the Council of 19 December 2014 specifying uniform conditions for the ex-ante contribution to the Single Resolution Fund; the U.S. Federal Reserve's final rule imposing enhanced prudential standards on the U.S. operations of large foreign banks; the "Volcker Rule" imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities of U.S. banks and non-U.S. banks adopted by the U.S. regulatory authorities in December 2013; and the final U.S. credit risk retention rule adopted on 22 October 2014. More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on the financial system in general or the Guarantor in particular.</p>
<b>B.19/B.5</b>	Description of the Group	<p>The Guarantor is a European leading provider of banking and financial services and has four domestic retail banking markets in Europe, namely in Belgium, France, Italy and Luxembourg. It is present in 75 countries and has almost 188,000 employees, including over 147,000 in Europe. The Guarantor is the parent company of the BNP Paribas Group.</p>
<b>B.19/B.9</b>	Profit forecast or estimate	<p>The BNPP Group's 2014-2016 business development plan confirms the universal bank business model. The goal of the 2014-2016 business development plan is to support clients in a changing environment.</p> <p>The BNPP Group has defined the five following strategic priorities for 2016:</p> <ul style="list-style-type: none"> <li>• enhance client focus and services</li> <li>• simple: simplify our organisation and how we operate</li> </ul>

Element	Title	
		<ul style="list-style-type: none"> <li>efficient: continue improving operating efficiency</li> <li>adapt certain businesses to their economic and regulatory environment</li> <li>implement business development initiatives</li> </ul>
		The Guarantor continues to implement its 2014-2016 development plan in a low interest rate context and has to take into account new taxes and regulations.
<b>B.19/ B.10</b>	Audit report qualifications	[Not applicable, there are no qualifications in any audit report on the historical financial information included in the Base Prospectus.] / [The audit report on the historical financial information included in the Base Prospectus contains the following qualification(s): [ <i>describe qualification(s)</i> ]]
<b>B.19/ B.12</b>	Selected historical key financial information:	
	<b>Comparative Annual Financial Data – In millions of EUR</b>	
	<b>31/12/2014 (audited)</b>	<b>31/12/2013* (audited)</b>
Revenues	39,168	37,286
Cost of risk	(3,705)	(3,643)
Net income, Group share	157	4,818
	<i>* Restated following the application of accounting standards IFRS10, IFRS11 and the amendment to IAS32</i>	
	<b>31/12/2014</b>	<b>31/12/2013*</b>
Common Equity Tier 1 ratio (Basel 3 fully loaded, CRD4)	10.3%	10.3%
	<b>31/12/2014 (audited)</b>	<b>31/12/2013* (audited)</b>
Total consolidated balance sheet	2,077,759	1,810,522
Consolidated loans and receivables due from customers	657,403	612,455
Consolidated items due to customers	641,549	553,497
Shareholders' equity (Group share)	89,410	87,433
	<i>* Restated following the application of accounting standards IFRS10, IFRS11 and the amendment to IAS32</i>	
	<b>Comparative Interim Financial Data – In millions of EUR</b>	



Element	Title	
		<p>BP<sup>2</sup>I is under the operational control of IBM France. The Guarantor has a strong influence over this entity, which is 50/50 owned with IBM France. The Guarantor staff made available to BP<sup>2</sup>I make up half of that entity's permanent staff, its buildings and processing centres are the property of the BNPP Group, and the governance in place provides the Guarantor with the contractual right to monitor the entity and bring it back into the BNPP Group if necessary.</p> <p>ISFS, a fully-owned IBM subsidiary, handles IT Infrastructure Management for BNP Paribas Luxembourg.</p> <p>BancWest's data processing operations are outsourced to Fidelity Information Services. Cofinoga France's data processing is outsourced to SDDC, a fully-owned IBM subsidiary.</p>
<b>B.19/ B.15</b>	Principal activities	<p>The Guarantor holds key positions in its two main businesses:</p> <ul style="list-style-type: none"> <li>• <b>Retail Banking and Services</b>, which includes: <ul style="list-style-type: none"> <li>• Domestic Markets, comprising: <ul style="list-style-type: none"> <li>• French Retail Banking (FRB),</li> <li>• BNL banca commerciale (BNL bc), Italian retail banking,</li> <li>• Belgian Retail Banking (BRB),</li> <li>• Other Domestic Markets activities, including Luxembourg Retail Banking (LRB);</li> </ul> </li> <li>• International Financial Services, comprising: <ul style="list-style-type: none"> <li>• Europe-Mediterranean,</li> <li>• BancWest;</li> <li>• Personal Finance;</li> <li>• Insurance;</li> <li>• Wealth and Asset Management</li> </ul> </li> </ul> </li> <li>• <b>Corporate and Institutional Banking (CIB)</b>, which includes: <ul style="list-style-type: none"> <li>• Corporate Banking;</li> <li>• Global Markets;</li> <li>• Securities Services.</li> </ul> </li> </ul>
<b>B.19/ B.16</b>	Controlling	None of the existing shareholders controls, either directly or indirectly, the



Element	Title	
	shareholders	Guarantor. The main shareholders are Société Fédérale de Participations et d'Investissement (" <b>SFPI</b> ") a <i>public-interest société anonyme</i> (public limited company) acting on behalf of the Belgian government holding 10.3% of the share capital as at 31 December 2014 and Grand Duchy of Luxembourg holding 1.0% of the share capital as at 31 December 2014. To the Guarantor's knowledge, no shareholder other than SFPI owns more than 5% of its capital or voting rights.
		[To be amended if appropriate]
<b>B.19/ B.17</b>	Solicited credit ratings	<p>[The Guarantor's long term credit ratings are [A+ with a negative outlook (Standard &amp; Poor's Credit Market Services France SAS)], [A1 with a stable outlook (Moody's Investors Service Ltd.)] and [A+ with a stable outlook (Fitch France S.A.S.)] and the Guarantor's short-term credit ratings are [A-1 (Standard &amp; Poor's Credit Market Services France SAS)], [P-1 (Moody's Investors Service Ltd.)] and [F1 (Fitch France S.A.S.)].]</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>

### Section C – W&C Securities

Element	Title	
<b>C.1</b>	Type and class of W&C Securities/ISIN	<p>The W&amp;C Securities are [warrants ("<b>Warrants</b>")]/[certificates ("<b>Certificates</b>")] and are issued in Series. The Series Number of the W&amp;C Securities is [●]. The Tranche number is [●].</p> <p>The ISIN is: [●].</p> <p>The Common Code is: [●].</p> <p>The Mnemonic Code is: [●].</p>
<b>C.2</b>	Currency	The currency of this Series of W&C Securities is ([●]).
<b>C.5</b>	Restrictions on free transferability	The W&C Securities will be freely transferable, subject to the offering and selling restrictions in [●] and under the Prospectus Directive and the laws of any jurisdiction in which the relevant W&C Securities are offered or sold.
<b>C.8</b>	Rights attaching to the W&C Securities	<p>W&amp;C Securities issued under the Programme will have terms and conditions relating to, among other matters:</p> <p><b>Status</b></p> <p>The W&amp;C Securities are issued on an unsecured basis and constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank <i>pari passu</i> among themselves and at least</p>

Element	Title	
		<p><i>pari passu</i> with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Issuer (save for statutorily preferred exceptions).</p> <p><b>Taxation</b></p> <p>The Holder must pay all taxes, duties and/or expenses arising from the exercise and settlement or redemption of the W&amp;C Securities. The Issuer shall deduct from amounts payable to Holders certain taxes and expenses not previously deducted from amounts paid to Holders, as the Calculation Agent determines are attributable to the W&amp;C Securities.</p> <p>Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto, (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "<b>Code</b>") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.</p> <p><b>Negative pledge</b></p> <p>The terms of the W&amp;C Securities will not contain a negative pledge provision.</p> <p><b>Events of Default</b></p> <p>The terms of the W&amp;C Securities will not contain events of default.</p> <p><b>Meetings</b></p> <p>The terms of the W&amp;C Securities will contain provisions for calling meetings of holders of such W&amp;C Securities to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.</p> <p><b>Governing law</b></p> <p>The W&amp;C Securities, the Agency Agreement, the Guarantee and any non-contractual obligations arising out of or in connection with the Agency Agreement and the Guarantee are governed by and shall be construed in accordance with English law.</p>
C.9	Redemption	<p><b>Redemption</b></p> <p>Unless previously redeemed or cancelled, each W&amp;C Security will be redeemed on [●] [at [par]/[[●] per cent of its nominal amount]][as set out in Element C.18].</p>

Element	Title	
		<p><i>[Insert if Payout Switch is applicable: If [the Issuer, in its sole and absolute discretion, elects that the [redemption/payment Basis] [[Final] Payout] be amended][an Automatic Payout Switch Event occurs], the [redemption/payment Basis] [[Final] Payout] of the W&amp;C Securities will be amended on and after [●] (the "Payout Switch Date") to [specify switched payout].</i></p> <p><b>"Automatic Payout Switch Event"</b> means <i>[specify].</i></p> <p><i>[In the case of Warrants, insert: The Warrants may be cancelled if the performance of the Issuer's obligations under the Warrants has become illegal or by reason of force majeure or act of state it becomes impossible or impracticable for the Issuer to perform its obligations under the Warrants and/or any related hedging arrangements. [The Warrants may also be cancelled for [specify any other early cancellation provisions applicable to the W&amp;C Securities being issued] at [specify the cancellation amount and any maximum or minimum cancellation amounts, applicable to the W&amp;C Securities being issued].]</i></p> <p><i>[In the case of Certificates, insert:</i></p> <p><i>[The Certificates may be redeemed early [at the option of the Issuer [or]][ at the option of the Holders]] at the Optional Redemption Amount equal to:</i></p> <p><b>Listed Securities Final Payout</b></p> <p><i>[The Certificates may also be redeemed early for [specify any other early redemption option applicable to the W&amp;C Securities being issued] at [specify the early redemption amount and any maximum or minimum redemption amounts, applicable to the W&amp;C Securities being issued].]</i></p> <p><b>Representative of Holders</b></p> <p>No representative of the Holders has been appointed by the Issuer.</p> <p>Please also refer to item C.8 above for rights attaching to the W&amp;C Securities.</p>
C.10	Derivative component in the interest payment	Not Applicable. The W&C Securities do not pay interest.
C.11	Admission to Trading	<p><i>[Application [has been][is expected to be] made by the Issuer (or on its behalf) for the W&amp;C Securities to be admitted to trading on [Euronext Paris]/[the Luxembourg Stock Exchange]/[●].]</i></p> <p><i>[The W&amp;C Securities are not intended to be admitted to trading on any market.]</i></p>

Element	Title	
C.15	How the value of the investment is affected by the value of the underlying assets	The amount payable on [redemption][settlement] [is/are] calculated by reference to the Underlying Reference(s). See item C.9 above and C.18 below.
C.16	Maturity of the derivative W&C Securities	The [Exercise/Redemption] Date of the W&C Securities is [●]
C.17	Settlement Procedure	The W&C Securities are cash settled.
C.18	Return on derivative securities	<p>See Element C.8 above for the rights attaching to the W&amp;C Securities.</p> <p><i>[If the W&amp;C Securities are Certificates, insert: <b>Final Redemption</b></i></p> <p>Unless previously redeemed or purchased and cancelled, each W&amp;C Security entitles its holder to receive from the Issuer on the Redemption Date a Cash Settlement Amount equal to:]</p> <p><i>[If the W&amp;C Securities are Warrants, insert: <b>Settlement</b></i></p> <p>Each W&amp;C Security entitles its holder, upon due exercise, to receive from the Issuer on the Settlement Date a Cash Settlement Amount equal to:]</p> <p><b>Final Payouts</b></p> <p><b>[Listed Securities Final Payout]</b></p> <p><b>[Short Certificates Final Payout]</b></p> <p><b>[Out-Performance Certificates Final Payout]</b></p> <p><b>[Turbo Certificates Final Payout]</b></p> <p><b>[Short Turbo Certificates Final Payout]</b></p> <p><b>[Listed Security on Single Underlying Final Payout]</b></p> <p><b>Automatic Early Redemption Payout</b></p> <p><b>[Short Certificates Automatic Early Redemption Payout]</b></p> <p><b>[Out-Performance Certificates Automatic Early Redemption Payout]</b></p> <p><b>[Turbo Certificates Automatic Early Redemption Payout]</b></p> <p><b>[Short Turbo Certificates Automatic Early Redemption Payout]</b></p>

Element	Title	
C.19	Final reference price of the Underlying	[Not applicable, there is no final reference price of the Underlying.] [The final reference price of the underlying will be determined in accordance with the valuation mechanics set out in [Element C.9] [and] [Element C.18] above]
C.20	Underlying Reference	[Specify]  Information on the Underlying Reference can be obtained from [●].

#### Section D – Risks

Element	Title	
D.2	Key risks regarding the Issuer [and the Guarantor]	<p>[Insert where BNPP is the Issuer or the Guarantor:</p> <p>[There are certain factors that may affect the Issuer's ability to fulfil its obligations under the W&amp;C Securities issued under the Programme [and BNPP's obligations under the Guarantee].</p> <p>Eleven main categories of risk are inherent in BNPP's activities:</p> <ul style="list-style-type: none"> <li>a) Credit Risk;</li> <li>b) Counterparty Credit Risk;</li> <li>c) Securitisation;</li> <li>d) Market Risk;</li> <li>e) Operational Risk;</li> <li>f) Compliance and Reputation Risk;</li> <li>g) Concentration Risk;</li> <li>h) Banking Book Interest Rate Risk</li> <li>i) Strategy and Business Risks;</li> <li>j) Liquidity Risk; and</li> <li>k) Insurance Subscription Risk.</li> </ul> <p>Difficult market and economic conditions have had and may continue to have a material adverse effect on the operating environment for financial institutions and hence on BNPP's financial condition, results of operations and cost of risk.</p> <p>BNPP's access to and cost of funding could be adversely affected by a resurgence of the euro-zone sovereign debt crisis, worsening economic conditions, rating downgrades, increases in credit spreads or other factors.</p>

Element	Title	
		<p>Significant interest rate changes could adversely affect BNPP's revenues or profitability.</p> <p>The soundness and conduct of other financial institutions and market participants could adversely affect BNPP.</p> <p>BNPP may incur significant losses on its trading and investment activities due to market fluctuations and volatility.</p> <p>BNPP may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.</p> <p>Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.</p> <p>Laws and regulations adopted in response to the global financial crisis may materially impact BNPP and the financial and economic environment in which it operates.</p> <p>BNPP is subject to extensive and evolving regulatory regimes in the jurisdictions in which it operates.</p> <p>BNPP may incur substantial fines and other administrative and criminal penalties for non-compliance with applicable laws and regulations.</p> <p>There are risks related to the implementation of BNPP's strategic plan.</p> <p>BNPP may experience difficulties integrating acquired companies and may be unable to realize the benefits expected from its acquisitions.</p> <p>Intense competition by banking and non-banking operators could adversely affect BNPP's revenues and profitability.</p> <p>A substantial increase in new provisions or a shortfall in the level of previously recorded provisions could adversely affect BNPP's results of operations and financial condition.</p> <p>Notwithstanding BNPP's risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses.</p> <p>BNPP's hedging strategies may not prevent losses.</p> <p>BNPP's competitive position could be harmed if its reputation is damaged.</p> <p>An interruption in or a breach of BNPP's information systems may result in material losses of client or customer information, damage to BNPP's reputation and lead to financial losses.</p> <p>Unforeseen external events may disrupt BNPP's operations and cause substantial losses and additional costs.]</p>

Element	Title	
		<p><i>[Insert where BNPP B.V. is the Issuer:</i></p> <p>The following risk factors relate to BNPP B.V.: BNPP B.V. is an operating company. BNPP B.V.'s sole business is the raising and borrowing of money by issuing securities such as Warrants or Certificates or other obligations. BNPP B.V. has, and will have, no assets other than hedging agreements (OTC contracts mentioned in the Annual Reports), cash and fees payable to it, or other assets acquired by it, in each case in connection with the issue of securities or entry into other obligations related thereto from time to time. BNPP B.V. has a small equity and limited profit base. The net proceeds from each issue of W&amp;C Securities issued by the Issuer will become part of the general funds of the Issuer. BNPP B.V. uses such proceeds to hedge its market risk by acquiring hedging instruments from BNP Paribas and BNP Paribas entities. The ability of BNPP B.V. to meet its obligations under W&amp;C Securities issued by it will depend on the receipt by it of payments under the relevant hedging agreements. Consequently, Holders of W&amp;C Securities will, subject to the provisions of the Guarantee, be exposed to the ability of BNP Paribas and BNP Paribas entities to perform their obligations under such hedging agreements.]</p>
D.3	Key risks regarding the W&C Securities	<p>[[There are certain factors which are material for the purposes of assessing the market risks associated with W&amp;C Securities issued under the Programme, including that [W&amp;C Securities are unsecured obligations,][W&amp;C Securities including leverage involve a higher level of risk and whenever there are losses on such W&amp;C Securities those losses may be higher than those of a similar security which is not leveraged,] [the trading price of the W&amp;C Securities is affected by a number of factors including, but not limited to, (in respect of W&amp;C Securities linked to an Underlying Reference) the price of the relevant Underlying Reference(s), time to expiration or redemption and volatility and such factors mean that the trading price of the W&amp;C Securities may be below the Final Redemption Amount or Cash Settlement Amount,][exposure to the Underlying Reference in many cases will be achieved by the relevant Issuer entering into hedging arrangements and, in respect of W&amp;C Securities linked to an Underlying Reference, potential investors are exposed to the performance of these hedging arrangements and events that may affect the hedging arrangements and consequently the occurrence of any of these events may affect the value of the W&amp;C Securities,][ the W&amp;C Securities may have a minimum trading amount and if, following the transfer of any W&amp;C Securities, a Holder holds fewer W&amp;C Securities than the specified minimum trading amount, such Holder will not be permitted to transfer their remaining W&amp;C Securities prior to expiration or redemption, as applicable, without first purchasing enough additional W&amp;C Securities in order to hold the minimum trading amount,][limitations on the exercise of Warrants may mean that a Holder is not able to exercise all the Warrants that it desires to exercise on a particular date where the Issuer has the option to limit the number of Warrants exercisable on any</p>

Element	Title	
		<p>date or may be required to sell or purchase Warrants (incurring transaction costs in each case) in order to realise its investment where a minimum number of Warrants must be exercised,][in the case of Warrants, changes in the Cash Settlement Amount during the time lag between a Holder giving instructions to exercise and determination of the Cash Settlement Amount could decrease the Cash Settlement Amount,][if so indicated in the Final Terms the relevant Issuer may, in its sole and absolute discretion, elect to vary the settlement of the W&amp;C Securities.] [the occurrence of an additional disruption event or optional additional disruption event may lead to an adjustment to the W&amp;C Securities, cancellation (in the case of Warrants) or early redemption (in the case of Certificates) or may result in the amount payable on scheduled redemption being different from the amount expected to be paid at scheduled redemption and consequently the occurrence of an additional disruption event and/or optional additional disruption event may have an adverse effect on the value or liquidity of the W&amp;C Securities,][expenses and taxation may be payable in respect of the W&amp;C Securities,][the W&amp;C Securities may be cancelled (in the case of Warrants) or redeemed (in the case of Certificates) in the case of illegality or impracticability and such cancellation or redemption may result in an investor not realising a return on an investment in the W&amp;C Securities,][the meetings of Holders provisions permit defined majorities to bind all Holders,][any judicial decision or change to an administrative practice or change to English law after the date of the Base Prospectus could materially adversely impact the value of any W&amp;C Securities affected by it,][a reduction in the rating, if any, accorded to outstanding debt securities of the Issuer or Guarantor (if applicable) by a credit rating agency could result in a reduction in the trading value of the W&amp;C Securities,][ certain conflicts of interest may arise (see Element E.4 below),][the only means through which a Holder can realise value from the W&amp;C Security prior to its Exercise Date or Redemption Date, as applicable, is to sell it at its then market price in an available secondary market and that there may be no secondary market for the W&amp;C Securities (which could mean that an investor has to exercise or wait until redemption of the W&amp;C Securities to realise a greater value than its trading value)]], an active secondary market may never be established or may be illiquid and this may adversely affect the value at which an investor may sell its W&amp;C Securities (investors may suffer a partial or total loss of the amount of their investment)]. [BNP Paribas Arbitrage S.N.C. is required to act as market-maker in respect of the W&amp;C Securities. BNP Paribas Arbitrage S.N.C. will endeavour to maintain a secondary market throughout the life of the W&amp;C Securities, subject to normal market conditions and will submit bid and offer prices to the market. The spread between bid and offer prices may change during the life of the W&amp;C Securities. However, during certain periods, it may be difficult, impractical or impossible for BNP Paribas Arbitrage S.N.C. to quote bid and offer prices, and during such periods, it may be difficult, impracticable or impossible to buy or sell these W&amp;C Securities. This may, for example, be due to adverse market conditions, volatile prices or large price fluctuations, a large marketplace</p>



Element	Title	
		<p>being closed or restricted or experiencing technical problems such as an IT system failure or network disruption.]</p> <p>In addition, there are specific risks in relation to W&amp;C Securities which are linked to an Underlying Reference (including Hybrid Securities) and an investment in such W&amp;C Securities will entail significant risks not associated with an investment in a conventional debt security. Risk factors in relation to Underlying Reference linked W&amp;C Securities include: <i>[Insert in the case of Index Securities: exposure to one or more index, adjustment events and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the W&amp;C Securities]</i><i>[Insert in the case of Share Securities: exposure to one or more share, similar market risks to a direct equity investment, global depositary receipt ("GDR") or American depositary receipt ("ADR"), potential adjustment events or extraordinary events affecting shares and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the W&amp;C Securities]</i><i>[Insert in the case of ETI Securities: exposure to one or more interests in an exchange traded fund, exchange traded note, exchange traded commodity or other exchange traded product (each an "exchange traded instrument"), similar market risks to a direct exchange traded instrument investment, that the amount payable on ETI Securities may be less and in certain circumstances may be significantly less than the return from a direct investment in the relevant ETI(s), potential adjustment events or extraordinary events affecting exchange traded instruments and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the W&amp;C Securities]</i><i>[Insert in the case of Debt Securities: exposure to a debt instrument, similar market risks to a direct debt instrument investment and market disruption]</i><i>[Insert in the case of Fund Securities: exposure to a fund share or unit, similar risks to a direct fund investment, that the amount payable on Fund Securities may be less than the amount payable from a direct investment in the relevant Fund(s), extraordinary fund events which may have an adverse effect on the value or liquidity of the W&amp;C Securities]</i>[and that the Issuer will not provide post-issuance information in relation to the Underlying Reference].</p> <p>[Furthermore there are specific risks in relation to W&amp;C Securities linked to an Underlying Reference from an emerging or developing market (including, without limitation, risks associated with political and economic uncertainty, adverse governmental policies, restrictions on foreign investment and currency convertibility, currency exchange rate fluctuations, possible lower levels of disclosure and regulation and uncertainties as to status, interpretation and application of laws, increased custodian costs and administrative difficulties and higher probability of the occurrence of a disruption or adjustment event). W&amp;C Securities traded in emerging or developing countries tend to be less liquid and the prices of such securities more volatile.]</p>

Element	Title	
		[In certain circumstances Holders may lose the entire value of their investment.] <i>[Summarise any further risks from the Risk Factors section of the Base Prospectus relevant to a specific issue of W&amp;C Securities.]</i>
<b>D.6</b>	Risk warning	<p>[See Element D.3 above]</p> <p>In the event of the insolvency of the Issuer or the Guarantor or if either the Issuer or the Guarantor is otherwise unable or unwilling to repay the W&amp;C Securities when repayment falls due, an investor may lose all or part of his investment in the W&amp;C Securities. In addition, in the case of W&amp;C Securities linked to an Underlying Reference, investors may lose all or part of their investment in the W&amp;C Securities as a result of the terms and conditions of those W&amp;C Securities.</p>

### Section E - Offer

Element	Title	
<b>E.2b</b>	Reasons for the offer and use of proceeds	<p>[The net proceeds from the issue of the W&amp;C Securities will become part of the general funds of the Issuer. Such proceeds may be used to maintain positions in options or futures contracts or other hedging instruments]</p> <p>[<i>specify other</i>].</p>
<b>E.3</b>	Terms and conditions of the offer	<p>[This issue of W&amp;C Securities is being offered in a Non-exempt Offer in [<i>specify particular country/ies</i>]. [Not applicable – the W&amp;C Securities are not being offered to the public as part of a Non-exempt Offer.]</p> <p>The issue price of the W&amp;C Securities is [●] per cent. of their nominal amount.</p>
<b>E.4</b>	Interest of natural and legal persons involved in the issue/offer	<p>[The Managers will be paid aggregate commissions equal to [●] per cent. of the [nominal amount] [issue price] of the W&amp;C Securities.] [Any Manager and its affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business.]</p> <p>[Other than as mentioned above,[ and save for [<i>specify any other interest that is material</i>],] so far as the Issuer is aware, no person involved in the issue of the W&amp;C Securities has an interest material to the offer, including conflicting interests.]]</p>
<b>E.7</b>	Expenses charged to the investor by the Issuer	[No expenses are being charged to an investor by the Issuer.]

## RISK FACTORS

*Prospective purchasers of the W&C Securities offered hereby should consider carefully, among other things and in light of their financial circumstances and investment objectives, all of the information in this Base Prospectus and, in particular, the risk factors set forth below (which each Issuer, in its reasonable opinion, believes represents or may represent the risk factors known to it which may affect its ability to fulfil its obligations under the W&C Securities) in making an investment decision. Investors may lose the value of their entire investment in certain circumstances.*

Terms used in this section and not otherwise defined have the meanings given to them in the relevant Conditions.

### **Risks Relating to BNPP and its Industry**

See Chapter 5 ("Risks and Capital Adequacy") of the BNPP 2014 Registration Document (as defined below) which is incorporated by reference in this Base Prospectus and which discloses all material risks relating to BNPP's ability to fulfil its obligations under the W&C Securities.

### **Risk Factors Relating to BNPP B.V.**

BNPP B.V. is an operating company. BNPP B.V.'s sole business is the raising and borrowing of money by issuing securities such as notes, Warrants or Certificates or other obligations. BNPP B.V. has, and will have, no assets other than hedging agreements (OTC contracts mentioned in the Annual Reports), cash and fees payable to it, or other assets acquired by it, in each case in connection with the issue of securities or entry into other obligations related thereto from time to time. BNPP B.V. has a small equity and limited profit base. The net proceeds from each issue of securities issued by BNPP B.V. will become part of the general funds of BNPP B.V. BNPP B.V. uses such proceeds to hedge its market risk by acquiring hedging instruments from BNPP and BNP Paribas entities. The ability of BNPP B.V. to meet its obligations under W&C Securities issued by it will depend on the receipt by it of payments under the relevant hedging agreements. Consequently, Holders of the W&C Securities will, subject to the provisions of the Guarantee, be exposed to the ability of the BNPP and BNP Paribas entities to perform their obligations under such hedging agreements.

## **RISK FACTORS RELATING TO THE W&C SECURITIES**

### **General**

The W&C Securities involve a high degree of risk, which may include (in addition to the risks relating to the Issuers (including the default risk) and Guarantor's ability to fulfil their obligations under the W&C Securities to investors) price risks associated with the Underlying Reference (as defined below), among others, interest rate, foreign exchange, inflation, correlation, time value and political risks. Prospective purchasers of W&C Securities should recognise that their W&C Securities may expire worthless or be redeemed for no value. Purchasers should be prepared to sustain a total loss of the purchase price of their W&C Securities. See "*Certain Factors Affecting the Value and Trading Price of W&C Securities*" below. Prospective purchasers of W&C Securities should be experienced with respect to options and option transactions, should understand the risks of transactions involving the relevant W&C Securities and should reach an investment decision only after careful consideration, with their advisers, of the suitability of such W&C Securities in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant W&C Securities and the particular underlying index (or basket of indices), share, GDR or ADR (or basket of shares, GDRs and/or ADRs), interests in exchange traded funds, exchange traded notes, exchange traded commodities or other exchange traded products (each an "**exchange traded instrument**") (or basket of interests in exchange traded instruments), debt futures or debt options contract (or basket of debt futures or debt options contracts),

debt instrument (or basket of debt instruments), fund share or unit (or basket of fund shares or units) or other basis of reference to which the value of the relevant W&C Securities may relate, as specified in the applicable Final Terms (such reference being the "**Underlying Reference**").

The exposure to the Underlying Reference in many cases will be achieved by the relevant Issuer entering into hedging arrangements. Potential investors should be aware that under the terms of Underlying Reference linked W&C Securities they are exposed to the performance of these hedging arrangements and the events that may affect these hedging arrangements and consequently the occurrence of any of these events may affect the value of the W&C Securities.

The risk of the loss of some or all of the purchase price of a W&C Security on expiration or redemption means that, in order to recover and realise a return upon his or her investment, a purchaser of a W&C Security must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the Underlying Reference which may be specified in the applicable Final Terms. Assuming all other factors are held constant, the lower the value of a W&C Security and the shorter the remaining term of a Warrant to expiration or a Certificate to redemption, the greater the risk that purchasers of such W&C Securities will lose all or part of their investment. With respect to Certificates or European-Style Warrants, the only means through which a Holder can realise value from the Warrant or Certificate, as the case may be, prior to its Exercise Date or Redemption Date in relation to such Warrant or Certificate, as the case may be, is to sell it at its then market price in an available secondary market. See "*Possible Illiquidity of the W&C Securities in the Secondary Market*" below.

Fluctuations in the value of the relevant index or basket of indices will affect the value of Index Securities. Fluctuations in the price of the relevant share, GDR or ADR or value of the basket of shares, GDRs and/or ADRs will affect the value of Share Securities. Fluctuations in the price of the relevant interest in an exchange traded instrument or value of the basket of interests in exchange traded instruments will affect the value of ETI Securities. Fluctuations in the price or yield of the relevant debt instrument or value of the basket of debt instruments will affect the value of Debt Securities. Also, the character of the particular market on which a debt instrument is traded, the absence of last sale information and the limited availability of quotations for such debt instrument may make it difficult for many investors to obtain timely, accurate data for the price or yield of such debt instrument. Fluctuations in the value of the relevant fund share or unit or basket of fund shares or units will affect the value of the Fund Securities. In the case of Hybrid Securities the Underlying Reference in respect of which is any combination of such indices, shares, GDRs, ADRs, interests in exchange traded instruments, debt instruments, futures or options contracts, fund shares or any other asset class or type, fluctuations in the value of any one or more of such Underlying References will correspondingly affect the value of Hybrid Securities. Purchasers of W&C Securities risk losing their entire investment if the value of the relevant Underlying Reference does not move in the anticipated direction.

Each Issuer may issue several issues of W&C Securities relating to various Underlying References. However, no assurance can be given that the relevant Issuer will issue any W&C Securities other than the W&C Securities to which a particular Final Terms relates. At any given time, the number of W&C Securities outstanding may be substantial. W&C Securities provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the underlying investment. In general, certain of the risks associated with Warrants are similar to those generally applicable to other options or warrants of private corporate issuers. W&C Securities on shares, interests in exchange traded instruments, debt instruments or fund shares or units are priced primarily on the basis of the value of underlying securities.

#### *Claims Against the Underlying Reference*

The W&C Securities do not represent a claim against any Underlying Reference (or any issuer, sponsor, manager or other connected person in respect of an Underlying Reference) and Holders will not have any right

of recourse under the W&C Securities to any such Underlying Reference (or any issuer, sponsor, manager or other connected person in respect of an Underlying Reference). The W&C Securities are not in any way sponsored, endorsed or promoted by any issuer, sponsor, manager or other connected person in respect of an Underlying Reference and such entities have no obligation to take into account the consequences of their actions on any Holders.

#### *W&C Securities are Unsecured Obligations*

The W&C Securities are unsubordinated and unsecured obligations of the relevant Issuer and will rank *pari passu* with themselves. Each issue of W&C Securities by BNPP B.V. will be guaranteed by the Guarantor pursuant to the Guarantee. The obligations of the Guarantor under the Guarantee are unsubordinated and unsecured obligations of the Guarantor and will rank *pari passu* with all its other present and future unsubordinated and unsecured obligations, subject as may from time to time be mandatory under French law.

#### *Certain Factors Affecting the Value and Trading Price of W&C Securities*

The trading price of the W&C Securities is affected by a number of factors including, but not limited to, the price or level of the relevant Underlying Reference or Underlying References, the time to expiration or redemption of the W&C Securities and the actual or implied volatility and the correlation risk of the relevant Underlying Reference or Underlying References. Such factors may mean that the trading price of the W&C Securities is below the Cash Settlement Amount.

Before exercising (in the case of Warrants) or selling W&C Securities, Holders should carefully consider, among other things, (a) the trading price of the W&C Securities, (b) the value and volatility of the Underlying Reference as specified in the applicable Final Terms, (c) the time remaining to expiration or redemption, as the case may be, (d) the probable range of Cash Settlement Amounts, (e) any change(s) in interim interest rates and dividend yields, if applicable, (f) any change(s) in currency exchange rates, (g) the depth of the market or liquidity of the Underlying Reference as specified in the applicable Final Terms and (h) any related transaction costs.

#### *A W&C Security's purchase price may not reflect its inherent value*

Prospective investors in the W&C Securities should be aware that the purchase price of a W&C Security does not necessarily reflect its inherent value. Any difference between a W&C Security's purchase price and its inherent value may be due to a number of different factors including, without limitation, prevailing market conditions and fees, discounts or commissions paid or accorded to the various parties involved in structuring and/or distributing the W&C Security. For further information prospective investors should refer to the party from whom they are purchasing the W&C Securities. Prospective investors may also wish to seek an independent valuation of W&C Securities prior to their purchase.

#### *Meetings of Holders*

The Terms and Conditions of the W&C Securities contain provisions for calling meetings of Holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders including Holders who did not attend and vote at the relevant meeting and Holders who voted in a manner contrary to the majority.

#### *The Cash Settlement Amount may be less than the Value of an Investment in the W&C Securities*

Each Holder may receive a Cash Settlement Amount the aggregate value of which may be less than the value of the Holder's investment in the relevant W&C Securities. In certain circumstances Holders may lose the entire value of their investment.

### *Possible Illiquidity of the W&C Securities in the Secondary Market*

It is very difficult to predict the price at which W&C Securities will trade in the secondary market or whether such market will be liquid or illiquid. The Issuer may, but is not obliged to, list W&C Securities on a stock exchange. Also, to the extent W&C Securities of a particular issue are exercised or redeemed, the number of W&C Securities of such issue outstanding will decrease, resulting in a diminished liquidity for the remaining W&C Securities of such issue. A decrease in the liquidity of an issue of W&C Securities may cause, in turn, an increase in the volatility associated with the price of such issue of W&C Securities.

Each Issuer and any Manager may, but is not so obliged, at any time purchase W&C Securities at any price in the open market or by tender or private offer/treaty. Any W&C Securities so purchased may be held or resold or surrendered for cancellation as further described herein. A Manager may, but is not obliged to, be a market-maker for an issue of W&C Securities and may cease to do so at any time. Even if a Manager is a market-maker for an issue of W&C Securities, the secondary market for such W&C Securities may be limited. In addition, Affiliates of each Issuer (including the relevant Manager as referred to above) may purchase W&C Securities at the time of their initial distribution and from time to time thereafter. There may be no secondary market for the W&C Securities and to the extent that an issue of W&C Securities is or becomes illiquid, an investor may have to exercise or wait until redemption of such W&C Securities, as applicable, to realise greater value than its then trading value. W&C Securities sold in the United States or to U.S. persons may be subject to transfer restrictions.

For certain issues of W&C Securities, BNP Paribas Arbitrage S.N.C. is required to act as market-maker. In those circumstances, BNP Paribas Arbitrage S.N.C. will endeavour to maintain a secondary market throughout the life of the W&C Securities, subject to normal market conditions and will submit bid and offer prices to the market. The spread between bid and offer prices may change during the life of the W&C Securities. However, during certain periods, it may be difficult, impractical or impossible for BNP Paribas Arbitrage S.N.C. to quote bid and offer prices, and during such periods, it may be difficult, impracticable or impossible to buy or sell these W&C Securities. This may, for example, be due to adverse market conditions, volatile prices or large price fluctuations, a large marketplace being closed or restricted or experiencing technical problems such as an IT system failure or network disruption.

### *Minimum Trading Amount*

Investors should note that the W&C Securities may have a minimum trading amount. In such cases, if, following the transfer of any W&C Securities, a Holder holds fewer W&C Securities than the specified minimum trading amount, such Holder will not be permitted to transfer their remaining W&C Securities prior to expiration or redemption, as applicable, without first purchasing enough additional W&C Securities in order to hold the minimum trading amount.

### *Potential Conflicts of Interest*

Certain entities within the BNPP Group or its affiliates (including, if applicable, any Manager) may also engage in trading activities (including hedging activities) relating to the Underlying Reference and other instruments or derivative products based on or relating to the Underlying Reference of any W&C Securities for their proprietary accounts or for other accounts under their management. BNPP B.V., BNPP and their Affiliates (including, if applicable, any Manager) may also issue other derivative instruments in respect of the Underlying Reference. BNPP B.V., BNPP and their Affiliates (including, if applicable, any Manager) may also act as underwriter in connection with future offerings of shares or other securities relating to an issue of W&C Securities or may act as financial adviser to certain companies or companies whose shares or other securities are included in a basket or in a commercial banking capacity for such companies. In addition BNPP B.V., BNPP and their Affiliates (including, if applicable, any Manager) may act in a number of different capacities in

relation to an underlying index, including, but not limited to, issuer of the constituents of the index, index sponsor or calculation agent. In respect of ETI Securities and Fund Securities, the relevant Issuer or one or more of its Affiliates may from time to time engage in business with the relevant ETI or Fund, as the case may be, or companies in which an ETI or Fund, as the case may be, invests, including among other things, extending loans to, or making investments in, or providing advisory services to them, including merger and acquisition advisory services, engaging in activities that may include prime brokerage business, financing transactions or entry into derivative transactions. The ETI or Fund (each as defined below), as applicable, may pay a portion of its fees to the relevant Issuer or any of its Affiliates for the provision of such services. In the course of this business, the relevant Issuer, the Guarantor (if any), the Calculation Agent and any of their respective Affiliates may acquire non-public information about an ETI or a Fund, as applicable, or any companies, funds or reference assets in which an ETI or a Fund invests and the relevant Issuer, the Guarantor (if any), the Calculation Agent or any of their respective Affiliates may publish research reports about them. This research may be modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding ETI Securities or Fund Securities, as applicable. Such activities could present certain conflicts of interest, could influence the prices of such shares, Fund Shares, ETI Interests or other securities and could adversely affect the value of such W&C Securities.

Because the Calculation Agent (as defined below) may be an Affiliate of the relevant Issuer or, if applicable, the Guarantor, potential conflicts of interest may exist between the Calculation Agent and holders of the W&C Securities, including with respect to certain determinations and judgments that the Calculation Agent must make, including whether a Market Disruption Event (as defined below) has occurred. The Calculation Agent is obligated to carry out its duties and functions as Calculation Agent in good faith and using its reasonable judgment however, subject to always acting only within the parameters allowed by the terms and conditions of the W&C Securities, it has no responsibility to take investors' interests into account.

#### *Certain Considerations Regarding Purchasing W&C Securities as Hedges*

Prospective purchasers intending to purchase W&C Securities to hedge against the market risk associated with investing in the Underlying Reference which may be specified in the applicable Final Terms should recognise the complexities of utilising W&C Securities in this manner. For example, the value of the W&C Securities may not exactly correlate with the value of the Underlying Reference which may be specified in the applicable Final Terms. Due to fluctuating supply and demand for the W&C Securities, there is no assurance that their value will correlate with movements of the Underlying Reference which may be specified in the applicable Final Terms. For these reasons, among others, it may not be possible to purchase or liquidate securities in a portfolio at the prices used to calculate the value of any relevant Underlying Reference. In addition, in certain cases, the ability of Holders to use W&C Securities for hedging may be restricted by the provisions of the Securities Act.

#### *Risk of Leveraged Exposure*

Leverage involves the use of a number of financial techniques to increase the exposure to an Underlying Reference, and can therefore magnify both returns and losses. While the use of leverage allows for potential multiples of a return (assuming a return is achieved) when the Underlying Reference moves in the anticipated direction, it will conversely magnify losses when the Underlying Reference moves against expectations. If the relevant W&C Securities include leverage, potential holders of such W&C Securities should note that these W&C Securities will involve a higher level of risk, and that whenever there are losses such losses may be higher than those of a similar security which is not leveraged. Investors should therefore only invest in leveraged W&C Securities if they fully understand the effects of leverage.



### *Credit Ratings may not Reflect all Risks*

One or more independent credit rating agencies may assign credit ratings to the Issuer, the Guarantor (if any) or the W&C Securities. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the W&C Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**") from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transactional provisions that apply in certain circumstances whilst the registration application is pending). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

### *Effect of Credit Rating Reduction*

The value of the W&C Securities is expected to be affected, in part, by investors' general appraisal of the creditworthiness of the relevant Issuer and, if applicable, the Guarantor. Such perceptions are generally influenced by the ratings accorded to the outstanding securities of BNPP B.V. or BNPP by standard statistical rating services, such as Standard & Poor's Credit Market Services France SAS, Fitch France S.A.S. and Moody's Investors Service Ltd. A reduction in the rating, if any, accorded to outstanding debt securities of BNPP B.V. or BNPP by one of these rating agencies could result in a reduction in the trading value of the W&C Securities.

### *Taxation*

Potential purchasers and sellers of W&C Securities should be aware that they may be required to pay taxes and other stamp taxes or documentary charges in accordance with the laws and practices of the jurisdiction where the W&C Securities are transferred, any asset(s) are delivered and/or any other jurisdictions.

### *Withholding under the EU Savings Directive*

Under Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**"), Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

For a transitional period, Austria is required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments. The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March 2014, the Council of the European Union adopted a Council Directive (the "**Amending Directive**") amending and broadening the scope of the requirements described above. The Amending Directive requires Member States to apply these new requirements from 1 January 2017 and if they were to take effect, the changes would expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities. They would also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported or subject to withholding. This approach would apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

However, the European Commission has proposed the repeal of the Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither Issuer nor the Guarantor nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any W&C Security as a result of the imposition of such withholding tax.

#### *EU financial transaction tax*

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the "**Commission's proposal**"), for a financial transaction tax ("**FTT**") to be adopted in certain participating EU member states (including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia). If the Commission's proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which could include the Issuers) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the Commission's proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating member states. Generally, it would apply where at least one party is a financial institution, and at least one party is established in a participating member state. A financial institution may be, or be deemed to be, "established" in a participating member state in a broad range of circumstances, including (a) by transacting with a person established in a participating member state or (b) where the financial instrument which is subject to the financial transaction is issued in a participating member state.

The FTT may give rise to tax liabilities for the relevant Issuer with respect to certain transactions if it is adopted based on the Commission's proposal. Examples of such transactions are the conclusion of a derivative contract in the context of the relevant Issuer's hedging arrangements or the purchase or sale of securities (such as charged assets) or the exercise/settlement of a warrant. The relevant Issuer is, in certain circumstances, able to pass on any such tax liabilities to holders of the W&C Securities and therefore this may result in investors receiving less than expected in respect of the W&C Securities. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the W&C Securities (including secondary market transactions) if conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's proposal. Primary market transactions referred to in Article 5(c) of Regulation EC No 1287/2006 are expected to be exempt. There is however some uncertainty in relation to the intended scope of this exemption for certain money market instruments and structured issues.

Joint statements issued by participating member states indicate an intention to implement the FTT by 1 January 2016.

However, the FTT proposal remains subject to negotiation between the participating member states and the scope of any such tax is uncertain. Additional EU member states may decide to participate. Prospective holders of the W&C Securities are advised to seek their own professional advice in relation to the FTT.

#### *Hiring Incentives to Restore Employment Act withholding may affect payments on the W&C Securities*

The U.S. Hiring Incentives to Restore Employment Act (the "**HIRE Act**") imposes a 30% withholding tax on amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met. While significant aspects of the application of the relevant provisions of the HIRE Act to the W&C Securities are uncertain, if an Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should refer to the section "Taxation – Hiring Incentives to Restore Employment Act".

#### *Foreign Account Tax Compliance Act withholding may affect payments on the W&C Securities*

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (or "**FATCA**") impose a new reporting regime and, potentially, a 30% withholding tax with respect to (i) certain payments from sources within the United States, (ii) "foreign passthru payments" made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution.

While the W&C Securities are in global form and held within Euroclear S.A/N.V. and Clearstream Banking, société anonyme (the "**ICSDs**"), in all but the most remote circumstances, it is not expected that the new reporting regime and potential withholding tax imposed by FATCA will affect the amount of any payment received by the ICSDs. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. An Issuer's obligations under the W&C Securities are discharged once it has made payment to, or to the order of, the common depository or common safekeeper for the ICSDs (as registered holder of the W&C Securities) and an Issuer has therefore no responsibility for any amount thereafter transmitted through the ICSDs and custodians or intermediaries. Further, foreign financial institutions in a jurisdiction which has entered into an intergovernmental agreement with the United States (an "**IGA**") are generally not expected to be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments they make. Prospective investors should refer to the section "Taxation – Foreign Account Tax Compliance Act".

#### *EU Resolution and Recovery Directive*

On 2 July 2014, the Directive 2014/59/EU directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU) (the "**Bank Recovery and Resolution Directive**" or "**BRRD**") entered into force. The BRRD is designed to provide authorities with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing

institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system. The BRRD provides that it will be applied by Member States from 1 January 2015, except for the general bail-in tool which is to be applied from 1 January 2016.

The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures or supervisory action would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest: (i) sale of business – which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms; (ii) bridge institution – which enables resolution authorities to transfer all or part of the shares, assets or liabilities of the firm to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control); (iii) asset separation – which enables resolution authorities to transfer impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and (iv) bail-in – which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured claims including W&C Securities to equity (the "**general bail-in tool**"), which equity could also be subject to any future application of the general bail-in tool.

The BRRD also provides for a Member State as a last resort, after having assessed and exploited the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework.

An institution will be considered as failing or likely to fail when: it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances).

The powers set out in the BRRD will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. Once the BRRD is implemented, holders of W&C Securities may be subject to write-down or conversion into equity on any application of the general bail-in tool, which may result in such holders losing some or all of their investment. The exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of holders of W&C Securities, the price or value of their investment in any W&C Securities and/or the ability of the relevant Issuer and/or Guarantor to satisfy its obligations under any Securities and/or Guarantee.

In the case of W&C Securities issued by BNPP B.V., the exercise of any power under the BRRD in respect of BNPP as Guarantor could materially affect the ability of BNPP B.V. as Issuer to satisfy its obligations under any W&C Securities, which in turn may have a material adverse effect on the rights of holders of W&C Securities and the price or value of their investment in any W&C Securities.

#### *Implementation of BRRD in France*

The French law dated 26 July 2013 on separation and regulation of banking activities (loi de séparation et de régulation des activités bancaires) (the "**SRAB Law**") that anticipated the implementation of the BRRD (as defined below) has established, among other things, a resolution regime applicable to French credit institutions and investment firms that gives resolution powers to a new resolution board of the French Prudential Supervisory Authority, renamed the Autorité de contrôle prudentiel et de résolution ("**ACPR**"). The SRAB Law

provides that the French resolution board may, at its discretion, when the point of non-viability is reached, take resolution measures such as the transfer of shares or assets to an acquirer or a bridge bank. It may also cancel or reduce share capital, and subsequently if necessary write down, cancel or convert to equity deeply subordinated notes, titres participatifs and any other low ranking subordinated notes whose terms provide that they absorb losses on a going concern basis and thereafter do the same with other subordinated instruments.

On 15 May 2014, the Council of the European Union adopted the BRRD. The BRRD will now have to be implemented in France and in this regard French law no. 2014-1662 dated 30 December 2014 entitled "Loi portant diverses dispositions d'adaptation au droit de l'Union européenne en matière économique et financière" has granted to the French Government the right to implement the BRRD by ordinance by 31 August 2015.

The SRAB Law has already entered into force in France, the provisions of the SRAB Law will however need to be amended to reflect the final version of the BRRD. The amendments which will be made to reflect the BRRD in the future remain unknown at this stage.

The powers set out in the BRRD and, to a certain extent, the powers already set out in the SRAB Law, will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors.

When the debt bail-in tool and the statutory write-down and conversion power will become applicable to the relevant Issuer or the Guarantor, the W&C Securities may be subject to write-down or conversion into equity on any application of the bail-in tool, which may result in such holders losing some or all of their investment. The exercise of any power under the BRRD and the SRAB Law or any suggestion of such exercise could materially adversely affect the rights of holders of W&C Securities, the price or value of their investment in any W&C Securities and/or the ability of the relevant Issuer or the Guarantor to satisfy its obligations under any W&C Securities.

Regulation (EU) no. 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund has established a centralised power of resolution and entrusted to a Single Resolution Board and to the national resolution authorities. Starting on 1 January 2015, the Single Resolution Board works in close cooperation with the ACPR, in particular in relation to the elaboration of resolution planning, and will assume full resolution powers, on 1 January 2016 provided that the conditions for the transfer of contributions to the Single Resolution Fund are met by that date.

#### *Implementation of BRRD in The Netherlands*

The BRRD was adopted by the European Council on 6 May 2014. Member States should have implemented the BRRD by 1 January 2015 (except for the bail-in tool which may be implemented by 1 January 2016). On 21 November 2014, a draft legislative proposal to amend, amongst other things, the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) ("**Wft**"), was published for consultation, which purports to implement the BRRD and EU Single Resolution Mechanism ("**SRM**"). It is, however, at this stage unclear how the BRRD will be implemented in the Netherlands and it remains to be seen if and to what extent the implementation of the BRRD in the Netherlands will set aside the current provisions of the Wft. The Dutch legislator thus did not achieve implementation and entry into force of the legislation by 1 January 2015 as required by the BRRD. The legislator's actual target date for implementation is not yet known, but it is expected that the implementation will occur at the end of 2015.

#### *French Insolvency Law*

Under French insolvency law holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") in order to defend their common interests if a safeguard procedure (*procédure de*

*sauvegarde*), accelerated safeguard (*procédure de sauvegarde accélérée*), accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer.

The Assembly comprises holders of all debt securities issued by the Issuer (including the W&C Securities), whether or not under a debt issuance programme and regardless of their ranking and their governing law.

The Assembly deliberates on the proposed safeguard plan (*projet de plan de sauvegarde*), is proposed accelerated safeguard (*projet de plan de sauvegarde accélérée*), proposed accelerated financial safeguard plan (*projet de plan de sauvegarde financière accélérée*) or proposed judicial reorganisation plan (*projet de plan de redressement*) applicable to BNPP and may further agree to:

- partially or totally reschedule payments which are due and/or write-off debts and/or convert debts into equity (including with respect to amounts owed under the W&C Securities; and/or
- establish an unequal treatment between holders of debt securities (including the Holders) as appropriate under the circumstances.

Decisions of the Assembly will be taken by a two-thirds majority (calculated as a proportion of the amount of debt securities held by the holders expressing a vote). No quorum is required to hold the Assembly.

For the avoidance of doubt, the provisions relating to the Meeting of the Holders set out in the Conditions will not be applicable in these circumstances.

#### *Change of Law*

The Conditions of the W&C Securities are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to an administrative practice or change to English law after the date of this Base Prospectus and any such change could materially adversely impact the value of any W&C Securities affected by it.

#### *Termination of W&C Securities in the Event of Illegality or Impracticability*

If the Issuer determines that the performance of its obligations under the W&C Securities has become illegal or impracticable in whole or in part for any reason, the Issuer may cancel, in the case of Warrants, or redeem, in the case of Certificates, the W&C Securities by paying to each Holder the fair market value of such W&C Securities less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements. Such cancellation or redemption may result in an investor not realising a return on an investment in the W&C Securities.

#### *Post-issuance Information*

Save as set out in the applicable Final Terms, the Issuer will not provide post-issuance information in relation to the Underlying Reference. In such an event, investors will not be entitled to obtain such information from the Issuer.

### **Product Specific Risk Factors**

#### *Certain Considerations Associated with Index Securities*

An investment in Index Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Index Securities, Holders will receive an amount (if any) determined by reference to the value of the underlying index/indices. Such underlying index may be a well known and widely published index or an index which may not be widely

published or available. The index may reference, *inter alia*, equities, bonds, currency exchange rates, or other securities or it may be a property index referencing certain property price data which will be subject to market price fluctuations, or reference a number of different assets or indices. A property index may include valuations only and not actual transactions and the property data sources used to compile the index may be subject to change, which may adversely affect the return on the W&C Securities.

#### *Certain Considerations Associated with Share Securities*

An investment in Share Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Share Securities, Holders will receive an amount (if any) determined by reference to the value of the share(s), GDRs and/or ADRs. Accordingly, an investment in Share Securities may bear similar market risks to a direct equity investment and investors should take advice accordingly.

In the case of Share Securities, no issuer of the underlying shares will have participated in the preparation of the relevant Final Terms or in establishing the terms of the W&C Securities, and none of the Issuer, the Guarantor (if applicable) or any Manager will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer of shares contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the share, GDRs and/or ADRs will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of shares could affect the trading price of the share, GDRs and/or ADRs and therefore the trading price of the W&C Securities.

Except as provided in the Conditions, Holders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant shares to which such W&C Securities relate.

#### *Securities Linked to Shares Traded on the China Connect Service*

An Issuer may issue W&C Securities linked to Shares traded on the China Connect Service. Prospective Investors of the W&C Securities should be aware that if an Optional Additional Disruption Event specified in the applicable Final Terms occurs, the W&C Securities linked to Shares traded on the China Connect Service may be subject to adjustment (including, in the case of Share Securities linked to a Basket of Shares, adjustments to the Basket of Shares), cancellation (in the case of Warrants) or early redemption (in the case of Certificates) or the amount payable on scheduled redemption (in the case of Certificates) may be different from the amount expected to be paid at scheduled redemption.

The Optional Additional Disruption Events relate to the Shares ceasing to be accepted as "China Connect Securities" (as defined in the rules of The Stock Exchange of Hong Kong Limited) for the purpose of the China Connect Service or the suspension or termination of the China Connect Service (each as more fully set out in the Conditions).

Prospective purchasers of the W&C Securities should also be aware that if an issue of W&C Securities includes provisions dealing with the failure to open of the China Connect Service on a date for valuation of an Underlying Reference and the Calculation Agent determines that the failure to open of the China Connect Service has occurred or exists on such valuation date, any consequential postponement of the valuation date, or any alternative provisions for valuation provided in any W&C Securities may have an adverse effect on the value and liquidity of such W&C Securities.

The occurrence of such failure to open of the China Connect Service in relation to any Underlying Reference comprising a basket may also have such an adverse effect on W&C Securities related to such basket. In addition, any such consequential postponement may result in the postponement of the relevant Settlement Date or Redemption Date.

#### *Certain Considerations Associated with ETI Securities*

An investment in ETI Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of ETI Securities, Holders will receive an amount (if any) determined by reference to the value of the interests in exchange traded instruments or a basket of interests in exchange traded instruments. Accordingly, an investment in ETI Securities may bear similar market risks to a direct exchange traded instrument investment, and investors should take advice accordingly.

Whilst interests in exchange traded instruments are traded on an exchange and are therefore valued in a similar manner as a share traded on an exchange, certain provisions related to ETI Securities are similar to the provisions related to funds and Fund Securities.

In the case of ETI Securities, no exchange traded instrument will have participated in the preparation of the relevant Final Terms or in establishing the terms of the W&C Securities, and none of the Issuer, the Guarantor (if applicable) or any Manager will make any investigation or enquiry in connection with such offering with respect to any information concerning any such exchange traded instrument contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the interests in the exchange traded instrument will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an exchange traded instrument could affect the trading price of interests in the exchange traded instruments and therefore the trading price of the W&C Securities. ETI Securities do not provide Holders with any participation rights in the underlying ETI(s) do not entitle holders of ETI Securities to any ownership interest or rights in such ETI(s).

Except as provided in the Conditions, Holders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant exchange traded instruments to which such W&C Securities relate.

#### *Certain Considerations Associated with Debt Securities*

An investment in Debt Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Debt Securities, Holders will receive an amount (if any) determined by reference to the value of the underlying debt instrument(s). Accordingly, an investment in Debt Securities may bear similar market risks to a direct debt instrument investment, and investors should take advice accordingly.

#### *Certain Considerations Associated with Fund Securities*

An investment in Fund Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Fund Securities, Holders will receive an amount (if any) determined by reference to the value of the fund shares. Accordingly, an investment in Fund Securities may bear similar market risks to a direct fund investment, and investors should take advice accordingly. The price of units or shares in a fund may be affected by the performance of the fund service providers, and in particular the investment adviser.



No Fund Service Provider will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Fund Securities, and none of the Issuer, the Guarantor (if applicable) or any Manager will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer of fund shares or units contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the fund shares or units will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of fund shares or units could affect the trading price of the fund shares or units and therefore the trading price of the W&C Securities. Fund Securities do not provide Holders with any participation rights in the underlying Fund(s) and do not entitle holders of Fund Securities to any ownership interest or rights in such Fund(s).

Except as provided in the Conditions, Holders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant fund shares or units to which such W&C Securities relate.

#### *The Calculation Agent may modify the terms of the W&C Securities*

The Calculation Agent may, following its determination that there has been a change in the prevailing market standard terms or market trading conventions that affects any hedging transaction, modify the terms of the W&C Securities to the extent necessary to preserve any consistency between the W&C Securities and the hedging transaction. If the Calculation Agent modifies the terms of the W&C Securities, it will do so without regard to the interests of the holders of the W&C Securities and any such modification may be prejudicial to the interests of the holder of the W&C Securities.

#### *Certain Considerations Associated with Hybrid Securities*

An investment in Hybrid Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Hybrid Securities Holders will receive an amount (if any) determined by reference to the value of a number of different Underlying References. Hybrid Linked Interest Notes or Certificates pay interest calculated by reference to the value of a number of different Underlying References.

#### *Certain Considerations Associated with Multiple Exercise Certificates*

If the Certificates are specified to be Multiple Exercise Certificates, each Certificate will, subject to the renouncement by a Certificate holder, be automatically exercised on each Exercise Date and the relevant Cash Settlement Amount (if any) paid on the relevant Exercise Settlement Date. Following the payment of the Cash Settlement Amount (if any) in respect of the final Exercise Settlement Date, the relevant Issuer shall have discharged its obligations in respect of the Certificates and shall have no other liability or obligation whatsoever in respect of such Certificates.

### **Additional Factors relating to certain Underlying References**

#### *Certain Considerations Associated with W&C Securities linked to ETIs*

ETI Securities linked to one or more interest in exchange traded instruments reflect the performance of such interest in exchange traded instruments.

An exchange traded instrument may invest in and trade in a variety of investments and financial instruments using sophisticated investment techniques for hedging and non-hedging purposes. Such financial instruments

and investment techniques may include, but are not limited to, the use of leverage, short sales of securities, derivative transactions, such as swaps, stock options, index options, futures contracts and options on futures, lending of securities to certain financial institutions, entry into repurchase and reverse repurchase agreements for securities and the investment in foreign securities and foreign currencies.

The amount payable on ETI Securities will be dependent on the performance of the relevant ETI(s) underlying the ETI Securities, which may be linked to the reported NAV per ETI Interest, the trading price available on an exchange for the relevant ETI Interest and/or the actual redemption proceeds the Hedge Provider or a hypothetical investor in the relevant ETI(s) would receive. The amount payable on the ETI Securities may be less and in certain circumstances may be significantly less than the return from a direct investment in the relevant ETI(s) and may be zero.

Unlike Funds, exchange traded instruments are not actively managed. The value of an interest in an exchange traded instrument will decline, more or less, in line with the decline of any securities or the value of any index underlying or linked to the relevant exchange traded instrument. Exchange traded instruments involve risks similar to those of investing in any equity securities traded on an exchange, such as market fluctuations caused by, amongst other things, economic and political developments, changes in interest rates and perceived trends in prices of securities. Where the relevant exchange traded instrument is linked to a particular index, the return on such exchange traded instrument may not match the return of the particular index.

Potential investors in ETI Securities should be aware that none of the relevant Issuer, the Guarantor (if applicable) or the Calculation Agent have any control over investments made by the relevant exchange traded instrument(s) and in no way guarantee the performance of an exchange traded instrument or the amount payable to holders of ETI Securities.

In hedging the relevant Issuer's obligations under the ETI Securities, the Hedge Provider is not restricted to any particular hedging practice. Accordingly, the Hedge Provider may hedge its exposure using any method it, in its sole discretion, deems appropriate, including, but not limited to, investing in the relevant exchange traded instrument(s), replicating the performance of the relevant exchange traded instrument(s) or holding any of the assets underlying the relevant exchange traded instrument(s). The Hedge Provider may perform any number of different hedging practices with respect to ETI Securities.

Investing directly or indirectly in interests in exchange traded instruments is generally considered to be risky. If the exchange traded instrument does not perform sufficiently well, the value of the W&C Securities will fall, and may in certain circumstances be zero.

Prospective investors should review carefully the prospectus, information memorandum and/or offering circular (if any) issued by any relevant exchange traded instrument before purchasing any ETI Securities. None of the Issuer, the Guarantor (if applicable), the Calculation Agent or any of their respective Affiliates make any representation as to the creditworthiness of any relevant exchange traded instrument or any such exchange traded instrument's administrative, custodian, investment manager or adviser.

#### *Certain Considerations Associated with W&C Securities linked to Funds*

Where an Issuer issues Fund Securities linked to one or more Funds, including Hedge Funds, Mutual Funds or Private Equity Funds, the relevant W&C Securities reflect the performance of such fund(s).

Funds may trade and invest in a broad range of investments and financial instruments using sophisticated investment techniques for hedging and non-hedging purposes such as debt and equity securities, commodities and foreign exchange and may enter into derivative transactions, including, without limitation, futures, swaps and options. Such financial instruments and investment techniques may also include, but are not limited to, the use of leverage, short sales of securities, transactions that involve the lending of securities to financial

institutions, the entry into repurchase and reverse repurchase agreements for securities and the investment in foreign securities and foreign currencies. While these investment strategies and financial instruments provide the investment manager and/or adviser of a Fund the flexibility to implement a range of strategies in an attempt to generate positive returns for the Fund, they also create the risk of significant losses that may adversely affect the value of the Fund and therefore the return on the Fund Securities. Potential investors should be aware that none of the relevant Issuer, the Guarantor (if applicable) or the Calculation Agent have any control over investments made by a Fund and therefore in no way guarantee the performance of a Fund and therefore the amount due to Holders on cancellation or redemption, as applicable, of the Fund Securities. Funds may often be illiquid and may only be traded on a monthly, quarterly or even less frequent basis. The trading strategies of Funds are often opaque. Funds, as well as the markets and instruments in which they invest, are often not subject to review by governmental authorities, self-regulatory organisations or other supervisory authorities.

The amount payable on Fund Securities will be dependent on the performance of the relevant Fund(s) underlying the Fund Securities, which may be linked to the reported NAV per Fund Share and/or the actual redemption proceeds the Hedge Provider or a hypothetical investor in the relevant Fund(s) would receive. The amount payable on the Fund Securities may be less than the amount payable from a direct investment in the relevant Fund(s). In certain circumstances, a Fund may continue reporting a NAV per Fund Share, but the Hedge Provider or a hypothetical investor may not be able to realise their investment in the relevant Fund(s) at such reported NAV per Fund Share. In such a case, the return on the Fund Securities may be less and in certain circumstances may be significantly less than the reported performance of the relevant Fund(s) and may be zero.

A Fund may be established as part of a master-feeder fund structure. Generally, a master-feeder fund structure involves the incorporation of a "master" fund company into which separate and distinct "feeder" funds invest. Active management of any investment strategy is, generally, performed at the master fund level. In instances where the Fund(s) underlying the relevant Fund Securities are "feeder" funds, the Extraordinary Fund Events (see "*Other Events relating to Fund Securities*" below) extend to include the "master" fund and its service providers. In conducting their own due diligence of the relevant Fund(s), prospective investors should pay particular attention to whether the relevant Fund(s) are established as part of a master-feeder fund structure.

In hedging the relevant Issuer's obligations under the Fund Securities, the Hedge Provider is not restricted to any particular hedging practice. Accordingly, the Hedge Provider may hedge its exposure using any method it, in its sole discretion, deems appropriate, including, but not limited to, investing in the relevant Fund(s), replicating the performance of the relevant Fund(s) or holding any of the assets underlying the relevant Fund(s). The Hedge Provider may perform any number of different hedging practices with respect to Fund Securities.

For all the above reasons, investing directly or indirectly in Funds is generally considered to be risky. If the underlying Fund does not perform sufficiently well, the value of the W&C Security will fall, and may in certain circumstances be zero.

#### *Certain Considerations Associated with W&C Securities Linked to Emerging Markets*

Each Issuer may issue W&C Securities where the amount payable on exercise or redemption is linked to Underlying References which consist of (i) securities, funds or indices comprising securities of issuers that are located in, or subject to regulation in, emerging or developing countries, or (ii) securities which are denominated in the currency of, or are traded in, emerging or developing countries. Prospective investors should note that additional risks may be associated with investment in such W&C Securities, including risks associated with political and economic uncertainty, adverse governmental policies, restrictions on foreign investment and currency convertibility, currency exchange rate fluctuations, possible lower levels of disclosure and regulation, and uncertainties as to the status, interpretation and application of laws including, but not limited to, those relating to expropriation, nationalisation and confiscation. W&C Securities traded in emerging or developing

countries tend to be less liquid and the prices of such securities more volatile. In addition, settlement of trades in some such markets may be slower and more subject to failure than in markets in developed countries.

Increased custodian costs as well as administrative difficulties (such as the applicability of the laws of the jurisdictions of emerging or developing countries to custodians in such jurisdictions in various circumstances, including bankruptcy, ability to recover lost assets, expropriation, nationalisation and record access) may also arise from the maintenance of assets in such emerging or developing countries.

Prospective purchasers of the W&C Securities should also be aware that the probability of the occurrence of a Hedging Disruption Event (or other adjustment event under the relevant legal terms as set out further in the Conditions) and consequently loss of investment or profit by an investor may be higher for certain developing or emerging markets. Prospective purchasers are expected to conduct their own enquiries and be satisfied that there are additional risks associated with investments linked to the performance of underlying assets located in these markets.

### **Additional Factors Relating to Disruption and Adjustments**

#### *Additional Disruption Events and Optional Additional Disruption Events*

If an Additional Disruption Event occurs, or any Optional Additional Disruption Event specified in the applicable Final Terms occurs, the W&C Securities may be subject to adjustment (including, in the case of Share Securities linked to a Basket of Shares, adjustments to the Basket of Shares), cancellation (in the case of Warrants) or early redemption (in the case of Certificates) or the amount payable on scheduled redemption (in the case of Certificates) may be different from the amount expected to be paid at scheduled redemption.

The Additional Disruption Events relate to changes in law (including changes in tax or regulatory capital requirements) and hedging disruptions in respect of any hedging transactions relating to the W&C Securities (both as more fully set out in the Conditions).

#### *Market Disruption Events or failure to open of an exchange*

If an issue of W&C Securities includes provisions dealing with the occurrence of a Market Disruption Event or failure to open of an exchange on a date for valuation of an Underlying Reference and the Calculation Agent determines that a Market Disruption Event or failure to open of an exchange has occurred or exists on such valuation date, any consequential postponement of the valuation date, or any alternative provisions for valuation provided in any W&C Securities may have an adverse effect on the value and liquidity of such W&C Securities.

The occurrence of such a Market Disruption Event or failure to open of an exchange in relation to any Underlying Reference comprising a basket may also have such an adverse effect on W&C Securities related to such basket. In addition, any such consequential postponement may result in the postponement of the relevant Settlement Date or Redemption Date.

#### *Adjustment Events relating to Index Securities*

In the case of Index Securities, if a relevant Index is (i) not calculated and announced by the Index Sponsor in respect of the Index but is calculated and announced by a successor sponsor or successor entity, as the case may be, acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then, in each case, that index will be deemed to be the Index.

The occurrence of an Index Modification, an Index Cancellation or an Index Disruption (each being an "**Index Adjustment Event**") may (except as may be limited in the case of U.S. Securities) lead to (i) changes in the calculation of the relevant value or price (if the Calculation Agent determines such Index Adjustment Event has

a material effect on the W&C Securities), (ii) early cancellation of the W&C Securities (in the case of Warrants), (iii) early redemption of the W&C Securities (in the case of Certificates) or (iv) the amount payable on scheduled redemption of the W&C Securities (in the case of Certificates) being different from the amount expected to be paid at scheduled redemption.

Any such adjustment may have an adverse effect on the value and liquidity of such W&C Securities.

*Potential Adjustment Events relating to Share Securities*

In the case of Share Securities, except as may be limited in the case of U.S. Securities, following the declaration by the Basket Company or Share Company, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will make the corresponding adjustment, if any, to any terms of the Conditions as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share). Such adjustment may have an adverse effect on the value and liquidity of the affected Share Securities.

*Extraordinary Events relating to Share Securities*

In the case of Share Securities the occurrence of an Extraordinary Event (as defined in the Share Security Conditions) in relation to a Share, may (except as may be limited in the case of U.S. Securities) lead to:

- (A) adjustments to any of the terms of the W&C Securities (including, in the case of Share Securities linked to a Basket of Shares, adjustments to and/or substitution of constituent shares of the Basket of Shares);
- (B) in the case of Warrants, early cancellation in whole or, in the case of Share Securities relating to a Basket of Shares, in part;
- (C) in the case of Certificates, early redemption in whole or, in the case of Share Securities relating to a Basket of Shares, in part or the amount payable on scheduled redemption being different from the amount expected to be paid at scheduled redemption;
- (D) the Calculation Agent making an adjustment to any terms of the W&C Securities which corresponds to any adjustment to the settlement terms of options on the Shares traded on such exchanges(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Options Exchange**") or, if options on the Shares are not traded on the Options Exchange, the Calculation Agent making such adjustment, if any, to any terms of the W&C Securities as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary Event that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.

Following such cancellation or redemption, an investor generally would not be able to reinvest the relevant proceeds at an effective interest rate as high as the effective return on the relevant W&C Securities being cancelled or redeemed and may only be able to do so at a significantly lower rate, and potential investors should consider reinvestment risk in light of other investments available at that time. Consequently the occurrence of an Extraordinary Event in relation to a Share may have an adverse effect on the value or liquidity of the W&C Securities.

### *Potential Adjustment Events relating to ETI Securities*

In the case of ETI Securities, except as may be limited in the case of U.S. Securities, following the declaration by the relevant exchange traded instruments or any person appointed to provide services directly or indirectly in respect of such exchange traded instrument, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the ETI Interests and, if so, will make the corresponding adjustment, if any, to any terms of the W&C Securities as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant ETI Interest).

Any such adjustment may have an adverse effect on the value and liquidity of such W&C Securities.

### *Extraordinary Events relating to ETI Securities*

In the case of ETI Securities if certain events ("**Extraordinary ETI Events**") including events relating to Global Events, Litigation/Fraudulent Activity Events, Change in Related Parties/Key Persons Events, Modification Events, Net Asset Value/Investment/AUM Level Events, Tax/Law/Accounting/Regulatory Events, Hedging/Impracticality/Increased Costs Events and Miscellaneous Events in the determination of the Calculation Agent occur, the Issuer may, in its sole and absolute discretion take no action, adjust the terms of the W&C Securities to reflect such event, substitute the relevant ETI Interests or cancel (in the case of Warrants) or redeem (in the case of Certificates) the W&C Securities.

Consequently the occurrence of an Extraordinary ETI Event may have an adverse effect on the value or liquidity of the W&C Securities.

The Issuer will exercise its rights under the ETI Security Conditions, including in particular the action it takes on the occurrence of an Extraordinary Fund Event, in its sole and absolute discretion. Subject to all regulatory obligations, none of the Issuer, the Guarantor (if applicable) or the Calculation Agent owes any duty or responsibility to any of the Holders of the ETI Securities. The exercise of such rights in such manner may result in an increased loss in performance of the ETI Securities than if the Issuer had taken different action.

### *Other Events relating to Fund Securities*

In the case of Fund Securities, if certain events ("**Extraordinary Fund Events**") including events relating to Global Events, Litigation/Fraudulent Activity Events, Fund Service Provider/Key Person Events, Modification Events, NAV per Fund Share/AUM Level Events, Reporting Events, Tax/Law/Accounting/Regulatory Events, Hedging/Impracticality/Increased Costs Events, Dealing Events and Miscellaneous Events in the determination of the Calculation Agent occur, the Issuer may, in its sole and absolute discretion, take no action, adjust the terms of the W&C Securities to reflect such event, substitute the relevant Fund Shares or cancel (in the case of Warrants) or redeem (in the case of Certificates) the W&C Securities.

Consequently the occurrence of an Extraordinary Fund Event may have an adverse effect on the value or liquidity of the W&C Securities.

In addition, in the event that redemption proceeds in respect of the underlying Fund Shares are not received by the Hedge Provider on or prior to the scheduled date for redemption or settlement, as the case may be, such redemption or settlement date may be postponed for a period of up to two calendar years (or such other period as may be specified in the applicable Final Terms) and no additional amount shall be payable as a result of such delay.

The Issuer will exercise its rights under the Fund Security Conditions, including in particular the action it takes on the occurrence of an Extraordinary Fund Event, in its sole and absolute discretion. Subject to all regulatory obligations, none of the Issuer, the Guarantor (if applicable) or the Calculation Agent owes any duty or responsibility to any of the Holders of the Fund Securities. The exercise of such rights in such manner may result in an increased loss in performance of the Fund Securities than if the Issuer had taken different action.

### **W&C Securities Subject to Optional Redemption, Cancellation or Early Exercise by the Issuer or Other Early Redemption or Cancellation**

An optional, other early redemption (or cancellation) or early exercise feature is likely to limit the market value of the W&C Securities. In the case of W&C Securities having an optional redemption (or cancellation) feature, during any period when the Issuer may elect to redeem (or cancel) the relevant W&C Securities, the market value of those W&C Securities generally will not rise substantially above the price at which they can be redeemed (or cancelled). This also may be true prior to any redemption (or cancellation) period. In addition, the Final Terms may provide that the relevant W&C Securities shall be redeemed (or cancelled) early in specified circumstances. Following an optional or early redemption (or cancellation), a Holder generally would not be able to reinvest the redemption (or cancellation) proceeds (if any) at an effective interest rate as high as the interest rate on the relevant W&C Securities being redeemed (or cancelled), and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

### **Limited Exposure to Underlying Reference**

If the applicable Final Terms provide that the exposure of the relevant W&C Securities to one or more Underlying References is limited or capped at a certain level or amount, the relevant W&C Securities will not benefit from any upside in the value of any such Underlying References beyond such limit or cap.

### **Certain Additional Risk Factors Relating to market access products**

Prospective purchasers of the W&C Securities should note that the W&C Securities are market access products in that the Issuer's obligations in respect thereof may be hedged by means of the Share(s), the Index, the Shares comprised in the Index, the Shares relating to the depositary receipts, the Debt Securities and/or any instrument used for the purposes of hedging obligations under the W&C Securities being held by a Qualified Investor which is a company within the Issuer's group. Although the prospective purchaser of the W&C Securities will have no proprietary interest in such Share(s), the Index, the Shares comprised in the Index, the Shares relating to the depositary receipts, the Debt Securities and/or any instrument used for the purposes of hedging obligations under the W&C Securities, the economic and other risks associated with such Shares, the Index, the Shares comprised in the Index, the Shares relating to the depositary receipts, the Debt Securities and/or instrument shall be assumed by the prospective purchasers of W&C Securities as set out further in the Conditions.

No assurance can be given as to the liquidity of any trading market for the W&C Securities. Prospective purchasers of the W&C Securities should note that the liquidity of any trading market for the W&C Securities is directly linked to the liquidity of any trading market for the Shares, the depositary receipts, the Debt Securities or the Index or contracts or instruments which reference the Index.

Prospective purchasers of the W&C Securities should also be aware that the probability of the occurrence of a Hedging Disruption Event (or other adjustment event under the relevant legal terms as set out further in the Conditions) may be higher for certain developing or emerging markets as further described in "*Certain Considerations Associated with W&C Securities Linked to Emerging Markets*" above.

## **Certain Additional Risk Factors Associated with Warrants**

### *Limitations on Exercise of Warrants*

If so indicated in the Final Terms, the Issuer will have the option to limit the number of Warrants exercisable on any date (other than the final exercise date) to the maximum number specified in the Final Terms and, in conjunction with such limitation, to limit the number of Warrants exercisable by any person or group of persons (whether or not acting in concert) on such date. In the event that the total number of Warrants being exercised on any date (other than the final exercise date) exceeds such maximum number and the Issuer elects to limit the number of Warrants exercisable on such date, a Holder may not be able to exercise on such date all the Warrants that such Holder desires to exercise. In any such case, the number of Warrants to be exercised on such date will be reduced until the total number of Warrants exercised on such date no longer exceeds such maximum, such Warrants being selected at the discretion of the Issuer. The Warrants tendered for exercise but not exercised on such date will be automatically exercised on the next date on which Warrants may be exercised, subject to the same daily maximum limitation and delayed exercise provisions.

### *Minimum Exercise Amount of Warrants*

If so indicated in the Final Terms, a Holder must tender or, in the case of automatic exercise, hold, a specified number of Warrants at any one time in order to exercise. Thus, Holders with fewer than the specified minimum number of Warrants will either have to sell their Warrants or purchase additional Warrants, incurring transaction costs in each case, in order to realise their investment. Furthermore, holders of such Warrants incur the risk that there may be differences between the trading price of such Warrants and the Cash Settlement Amount of such Warrants.

### *Time Lag after Exercise of Warrants*

In the case of any exercise of Warrants, there will be a time lag between the time a Holder gives instructions to exercise and the time the applicable Cash Settlement Amount relating to such exercise is determined. Any such delay between the time of exercise and the determination of the Cash Settlement Amount will be specified in the applicable Final Terms or the applicable Conditions. However, such delay could be significantly longer, particularly in the case of a delay in the exercise of Warrants arising from any daily maximum exercise limitation, the occurrence of a Market Disruption Event or the failure to open of an exchange (if applicable). The applicable Cash Settlement Amount may change significantly during any such period, and such movement or movements could decrease the Cash Settlement Amount of the relevant Warrants, and may result in such Cash Settlement Amount being zero.



## **RESPONSIBILITY STATEMENT**

Each of BNPP B.V. (in respect of itself) and BNPP (in respect of itself and BNPP B.V.) accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of each of BNPP B.V. and BNPP (who have taken all reasonable care to ensure that such is the case), the information contained herein is in accordance with the facts and does not omit anything likely to affect the import of such information.

Information contained in this Base Prospectus which is sourced from a third party has been accurately reproduced and, as far as the relevant Issuer is aware and is able to ascertain from information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The relevant Issuer has also identified the source(s) of such information.

The applicable Final Terms will (if applicable) specify the nature of the responsibility taken by the relevant Issuer and, if applicable, the Guarantor for the information relating to the underlying asset, index or other item(s) to which the W&C Securities relate, which is contained in such Final Terms.

## DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents which have been previously published or are published simultaneously with this Base Prospectus and that have been filed with the AMF for the purpose of the Prospectus Directive, and shall be incorporated in, and form part of, this Base Prospectus:

- (a) The terms and conditions of the Warrants contained in the base prospectus (the "**2005 Base Prospectus**") of BNP Paribas and BNP Paribas Arbitrage Issuance B.V. dated 18 October 2005 (as approved by the Commission de Surveillance du Secteur Financier (the "**CSSF**")) (the "**2005 Warrant Conditions**"), the terms and conditions of the Warrants contained in the base prospectus (the "**January 2006 Base Prospectus**") of BNP Paribas and BNP Paribas Arbitrage Issuance B.V. dated 18 January 2006 (as approved by the CSSF) (the "**January 2006 Warrant Conditions**"), the terms and conditions of the Warrants contained in the base prospectus (the "**June 2006 Base Prospectus**") of BNP Paribas and BNP Paribas Arbitrage Issuance B.V. dated 21 June 2006 (as approved by the CSSF) (the "**June 2006 Warrant Conditions**"), the terms and conditions contained in the supplement (the "**2006 Supplement**") to the June 2006 Base Prospectus dated 21 December 2006 (as approved by the CSSF) (the "**December 2006 Warrant Conditions**"), the terms and conditions of the Warrants contained in the supplement (the "**2007 Supplement**") to the June 2006 Base Prospectus dated 1 March 2007 (as approved by the CSSF) (the "**March 2007 Warrant Conditions**"), the terms and conditions of the Warrants contained in the base prospectus (the "**2007 Base Prospectus**") of BNP Paribas and BNP Paribas Arbitrage Issuance B.V. dated 30 May 2007 (as approved by the CSSF) (the "**May 2007 Warrant Conditions**"), the terms and conditions of the Warrants contained in the base prospectus (the "**2008 Base Prospectus**") of BNP Paribas and BNP Paribas Arbitrage Issuance B.V. dated 30 May 2008 (as approved by the Authority for the Financial Markets ("AMF")) (the "**May 2008 Warrant Conditions**"), the terms and conditions of the Warrants contained in the supplement (the "**2008 Supplement**") to the May 2008 Warrant Conditions dated 14 August 2008 (as approved by the AMF) (the "**August 2008 Warrant Conditions**"), the terms and conditions of the Warrants contained in the base prospectus (the "**2009 Base Prospectus**") of BNP Paribas and BNP Paribas Arbitrage Issuance B.V. dated 4 June 2009 (as approved by the AMF) (the "**June 2009 Warrant Conditions**"), the terms and conditions of the Securities contained in the base prospectus (the "**2010 Base Prospectus**") of BNP Paribas and BNP Paribas Arbitrage Issuance B.V. dated 3 June 2010 (as approved by the AMF) (the "**June 2010 Securities Conditions**"), the terms and conditions of the Securities contained in the supplement (the "**2011 Supplement**") to the June 2010 Base Prospectus dated 24 March 2011 (as approved by the AMF) (the "**March 2011 Securities Conditions**"), the terms and conditions of the Securities contained in the base prospectus (the "**2011 Base Prospectus**") of BNP Paribas and BNP Paribas Arbitrage Issuance B.V. dated 7 June 2011 (as approved by the AMF) (the "**June 2011 Securities Conditions**"), the terms and conditions of the Securities contained in the supplement (the "**September 2011 Supplement**") to the June 2011 Base Prospectus dated 14 September 2011 (as approved by the AMF) (the "**September 2011 Securities Conditions**") and the terms and conditions of the Securities contained in the supplement (the "**April 2012 Supplement**") to the June 2011 Base Prospectus dated 4 April 2012 (as approved by the AMF) (the "**April 2012 Securities Conditions**"), the terms and conditions of the Securities contained in the base prospectus (the "**2012 Base Prospectus**") of BNP Paribas and BNP Paribas Arbitrage Issuance B.V. dated 1 June 2012 (as approved by the AMF) (the "**June 2012 Securities Conditions**"), the terms and conditions of the W&C Securities contained in the Base Prospectus (the "**2013 Base Prospectus**") of BNPP B.V., BNPP, BNP Paribas Fortis Funding, BNP Paribas Fortis SA/NV and BGL BNP Paribas dated 3 June 2013 (as approved by the AMF) (the "**June 2013 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**July 2013 Supplement**") to the 2013 Base

Prospectus dated 24 July 2013 (as approved by the AMF) (the "**July 2013 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**September 2013 Supplement**") to the 2013 Base Prospectus dated 12 September 2013 (as approved by the AMF) (the "**September 2013 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**November 2013 Supplement**") to the 2013 Base Prospectus dated 12 November 2013 (as approved by the AMF) (the "**November 2013 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**December 2013 Supplement**") to the 2013 Base Prospectus dated 20 December 2013 (as approved by the AMF) (the "**December 2013 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**January 2014 Supplement**") to the 2013 Base Prospectus dated 10 January 2014 (as approved by the AMF) (the "**January 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**April 2014 Supplement**") to the 2013 Base Prospectus dated 11 April 2014 (as approved by the AMF) (the "**April 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the 2014 Base Prospectus (the "**2014 Base Prospectus**") of BNPP B.V., BNPP, BP2F, BNPPF and BGL dated 5 June 2014 (as approved by the AMF) (the "**June 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (as approved by the AMF) (the "**August 2014 Supplement**") to the 2014 Base Prospectus dated 7 August 2014 (as approved by the AMF) (the "**August 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**5 September 2014 Supplement**") to the 2014 Base Prospectus dated 5 September 2014 (as approved by the AMF) (the "**5 September 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the Supplement (the "**22 September 2014 Supplement**") to the 2014 Base Prospectus dated 22 September 2014 (as approved by the AMF) (the "**22 September 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the Supplement (the "**October 2014 Supplement**") to the 2014 Base Prospectus dated 10 October 2014 (as approved by the AMF) (the "**October 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**February 2015 Supplement**") to the 2014 Base Prospectus dated 10 February 2015 (as approved by the AMF) (the "**February 2015 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**March 2015 Supplement**") to the 2014 Base Prospectus dated 30 March 2015 (as approved by the AMF) (the "**March 2015 W&C Securities Conditions**"), the terms and conditions of W&C Securities contained in the 2015 Base Prospectus (the "**2015 Base Prospectus**") of BNPP B.V., BNPP, BP2F, BNPPF and BGL dated 9 June 2014 (as approved by the AMF) (the "**June 2015 W&C Securities Conditions**") and the terms and conditions of the W&C Securities contained in the 2013 Base Prospectus (the "**2013 MAS Base Prospectus**") of BNPP B.V. dated 21 June 2013 (as approved by the AMF) (the "**June 2013 MAS W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**August 2013 MAS Supplement**") to the 2013 MAS Base Prospectus dated 12 August 2013 (as approved by the AMF), (the "**August 2013 MAS W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**December 2013 MAS Supplement**") to the 2013 MAS Base Prospectus dated 20 December 2013 (as approved by the AMF) (the "**December 2013 MAS W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**March 2014 MAS Supplement**") to the 2013 MAS Base Prospectus dated 3 March 2014 (as approved by the AMF), (the "**March 2014 MAS W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**April 2014 MAS Supplement**") to the 2013 MAS Base Prospectus dated 11 April 2014 (as approved by the AMF) (the "**April 2014 MAS W&C Securities Conditions**") and the terms and conditions of the W&C Securities contained in the supplement (the "**May 2014 MAS Supplement**") to the 2013 MAS Base Prospectus dated 21 May 2014 (as approved by the AMF) (the

"**May 2014 MAS W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the 2014 Base Prospectus ("**2014 MAS Base Prospectus**") of BNPP B.V. dated 8 August 2014 (as approved by the AMF) (the "**August 2014 MAS W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement ("**September 2014 MAS Supplement**") to the 2014 MAS Base Prospectus dated 19 September 2014 to the 2014 MAS Base Prospectus (as approved by the AMF) (the "**September 2014 MAS W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement to the 2014 MAS Base Prospectus ("**October 2014 MAS Supplement**") to the 2014 MAS Base Prospectus dated 3 October 2014 (as approved by the AMF) (the "**October 2014 MAS W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement to the 2014 MAS Base Prospectus ("**November 2014 MAS Supplement**") to the 2014 MAS Base Prospectus dated 27 November 2014 (as approved by the AMF) (the "**November 2014 MAS W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement to the 2014 MAS Base Prospectus ("**February 2015 MAS Supplement**") to the 2014 MAS Base Prospectus dated 19 February 2015 (as approved by the AMF) (the "**February 2015 MAS W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement to the 2014 MAS Base Prospectus ("**April 2015 MAS Supplement**") to the 2014 MAS Base Prospectus dated 10 April 2015 (as approved by the AMF) (the "**April 2015 MAS W&C Securities Conditions**") and the terms and conditions of the W&C Securities contained in the supplement to the 2014 MAS Base Prospectus ("**May 2015 MAS Supplement**") to the 2014 MAS Base Prospectus dated 28 May 2015 (as approved by the AMF) (the "**May 2015 MAS W&C Securities Conditions**", together with the 2005 Warrant Conditions, the January 2006 Warrant Conditions, the June 2006 Warrant Conditions, the December 2006 Warrant Conditions, the March 2007 Warrant Conditions, the May 2007 Warrant Conditions, the May 2008 Warrant Conditions, the August 2008 Warrant Conditions, the June 2009 Warrant Conditions, the June 2010 Securities Conditions, the June 2011 Securities Conditions, the September 2011 Securities Conditions, the April 2012 Securities Conditions, the June 2012 Securities Conditions, the June 2013 W&C Securities Conditions, the July 2013 W&C Securities Conditions, the September 2013 W&C Securities Conditions, the November 2013 W&C Securities Conditions, the December 2013 W&C Securities Conditions, the January 2014 W&C Securities Conditions, the June 2014 W&C Securities Conditions, the August 2014 W&C Securities Conditions, the 5 September 2014 W&C Securities Conditions, the 22 September 2014 W&C Securities Conditions, the October 2014 W&C Securities Conditions, the February 2015 W&C Securities Conditions, the March 2015 W&C Securities Conditions, the June 2005 W&C Securities Conditions, the June 2013 MAS W&C Securities Conditions, the August 2013 MAS W&C Securities Conditions, the March 2014 W&C MAS Securities Conditions, the April 2014 MAS W&C Securities Conditions, the August 2014 MAS W&C Securities Conditions, the September 2014 MAS W&C Securities Conditions, the October 2014 MAS W&C Securities Conditions, the November 2014 MAS W&C Securities Conditions, the February 2015 MAS W&C Securities Conditions and the April 2015 MAS W&C Securities Conditions, the "**Warrant Previous Conditions**");

- (b) the terms and conditions of the Certificates contained in the 2005 Base Prospectus (the "**2005 Certificate Conditions**"), the terms and conditions of the Certificates contained in the January 2006 Base Prospectus (the "**January 2006 Certificate Conditions**"), the terms and conditions of the Certificates contained in the June 2006 Base Prospectus (the "**June 2006 Certificate Conditions**"), the terms and conditions of the Certificates contained in the 2006 Supplement (the "**December 2006 Certificate Conditions**"), the terms and conditions of the Certificates contained in the 2007 Supplement (the "**March 2007 Certificate Conditions**"), the terms and conditions of the Certificates contained in the 2007 Base Prospectus (the "**May 2007 Certificate Conditions**"), the terms and conditions of the Certificates contained in the 2008 Base Prospectus (the "**May 2008 Certificate Conditions**"), the terms and conditions of the Certificates contained in the 2008 Supplement (the

"**August 2008 Certificate Conditions**") and the terms and conditions of the Certificates contained in the 2009 Base Prospectus (the "**June 2009 Certificate Conditions**" and together with the 2005 Certificate Conditions, the January 2006 Certificate Conditions, the June 2006 Certificate Conditions, the December 2006 Certificate Conditions, the March 2007 Certificate Conditions, the May 2007 Certificate Conditions, the May 2008 Certificate Conditions, the August 2008 Certificate Conditions, the "**Certificate Previous Conditions**");

- (c) the statutory annual reports for 2013 (the "**2013 BNPP B.V. Annual Report**") and 2014 (the "**2014 BNPP B.V. Annual Report**") which include, respectively, the audited annual non-consolidated financial statements of BNPP B.V. as at, and for the years ended, 31 December 2013 and 31 December 2014 (the "**BNPP B.V. 2013 Financial Statements**" and the "**BNPP B.V. 2014 Financial Statements**" respectively) and the respective auditors' reports thereon;
- (d) BNPP's *document de référence et rapport financier annuel* in English for 2013 including the consolidated financial statements for the year ended 31 December 2013 and the statutory auditor's report thereon other than Chapter 7 (A Responsible Bank: Information on BNP Paribas' Economic, Social, Civic and Environmental Responsibility), the sections entitled "Person Responsible for the Registration Document", the "Table of Concordance" and any reference to a completion letter (*lettre de fin de travaux*) therein (the "**BNPP 2013 Registration Document**");
- (e) BNPP's *document de référence et rapport financier annuel* in English for 2014 including the consolidated financial statements for the year ended 31 December 2014 and the statutory auditor's report thereon other than Chapter 7 (A Responsible Bank: Information on BNP Paribas' Economic, Social, Civic and Environmental Responsibility), the sections entitled "Person Responsible for the Registration Document", the "Table of Concordance" and any reference to a completion letter (*lettre de fin de travaux*) therein (the "**BNPP 2014 Registration Document**"); and
- (f) the BNPP *Actualisation du Document de référence 2014 déposée auprès de l'AMF le 30 avril 2015* (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 2014 Registration Document**").

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that such statement is inconsistent with a statement contained in this Base Prospectus.

***Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.***

The information incorporated by reference above is available as follows:

<b>Information Incorporated by Reference</b>	<b>Reference</b>
<b>BNP PARIBAS/BNP PARIBAS ARBITRAGE ISSUANCE B.V.</b>	
<i>Warrant Previous Conditions</i>	
2005 Warrant Conditions	Pages 42 to 93 of the 2005 Base Prospectus
January 2006 Warrant Conditions	Pages 55 to 109 of the January 2006 Base Prospectus
June 2006 Warrant Conditions	Pages 49 to 117 of the June 2006 Base Prospectus
December 2006 Warrant Conditions	Pages 2 to 10 of the 2006 Supplement
March 2007 Warrant Conditions	Pages 3 to 12 of the 2007 Supplement
May 2007 Warrant Conditions	Pages 55 to 144 of the 2007 Base Prospectus
May 2008 Warrant Conditions	Pages 68 to 181 of the 2008 Base Prospectus
August 2008 Warrant Conditions	Pages 45 to 158 of the 2008 Supplement
June 2009 Warrant Conditions	Pages 87 to 215 of the 2009 Base Prospectus
June 2010 Securities Conditions	Pages 130 to 235 of the 2010 Base Prospectus
March 2011 Securities Conditions	Pages 20 to 54 of the 2011 Supplement
June 2011 Securities Conditions	Pages 138 to 461 of the 2011 Base Prospectus
September 2011 Securities Conditions	Pages 2 to 3 of the September 2011 Supplement
April 2012 Securities Conditions	Pages 4 to 6 of the April 2012 Supplement
June 2012 Securities Conditions	Pages 152 to 492 of the 2012 Base Prospectus
June 2013 W&C Securities Conditions	Pages 347 to 831 of the 2013 Base Prospectus
July 2013 W&C Securities Conditions	Pages 4 to 6 of the July 2013 Supplement
September 2013 W&C Securities Conditions	Page 12 of the September 2013 Supplement
November 2013 W&C Securities Conditions	Pages 12 to 129 of the November 2013 Supplement
December 2013 W&C Securities Conditions	Pages 9 to 17 of the December 2013 Supplement
January 2014 W&C Securities Conditions	Pages 9 to 15 of the January 2014 Supplement
April 2014 W&C Securities Conditions	Pages 29 to 62 of the April 2014 Supplement
June 2014 W&C Securities Conditions	Pages 402 to 908 of the 2014 Base Prospectus
August 2014 W&C Securities Conditions	Page 24 of the August 2014 Supplement
5 September 2014 W&C Securities Conditions	Page 15 of the 5 September 2014 Supplement
22 September 2014 W&C Securities Conditions	Pages 12-157 of the 22 September 2014 Supplement
October 2014 W&C Securities Conditions	Page 101 of the October 2014 Supplement
February 2015 W&C Securities Conditions	Pages 22 to 25 of the February 2015 Supplement
March 2015 W&C Securities Conditions	Page 30 of the March 2015 Supplement
June 2015 W&C Securities Conditions	Pages 455 to 1050 of the 2015 Base Prospectus
June 2013 MAS W&C Securities Conditions	Pages 99 to 224 of the 2013 MAS Base Prospectus
August 2013 MAS W&C Securities Conditions	Page 3 of the August 2013 MAS Supplement
December 2013 MAS W&C Securities Conditions	Pages 6 to 12 of the December 2013 MAS Supplement
March 2014 MAS W&C Securities Conditions	Pages 5 to 7 of the March 2014 MAS Supplement
April 2014 MAS W&C Securities Conditions	Pages 6 to 11 of the April 2014 MAS Supplement
May 2014 MAS W&C Securities Conditions	Pages 5 to 8 of the May 2014 MAS Supplement
August 2014 MAS W&C Securities Conditions	Pages 117 to 243 of the 2014 MAS Base Prospectus
September 2014 MAS W&C Securities Conditions	Pages 4 to 5 of the September 2014 MAS Supplement
October 2014 MAS W&C Securities Conditions	Pages 6 to 18 of the October 2014 MAS Supplement
November 2014 MAS W&C Securities Conditions	Pages 4 to 5 of the November 2014 MAS Supplement
February 2015 MAS W&C Securities Conditions	Page 5-7 of the February 2015 MAS Supplement
April 2015 MAS W&C Securities Conditions	Pages 5 to 20 of the April 2015 MAS Supplement
May 2015 MAS W&C Securities Conditions	Pages 5 to 8 of the May 2015 MAS Supplement

<i>Certificate Previous Conditions</i>	
2005 Certificate Conditions	Pages 94 to 135 of the 2005 Base Prospectus
January 2006 Certificate Conditions	Pages 110 to 154 of the January 2006 Base Prospectus
June 2006 Certificate Conditions	Pages 143 to 214 of the June 2006 Base Prospectus
December 2006 Certificate Conditions	Page 2 of the 2006 Supplement
March 2007 Certificate Conditions	Pages 13 to 21 of the 2007 Supplement
May 2007 Certificate Conditions	Pages 171 to 254 of the 2007 Base Prospectus
May 2008 Certificate Conditions	Pages 226 to 388 of the 2008 Base Prospectus
August 2008 Certificate Conditions	Pages 207 to 369 of the 2008 Supplement
June 2009 Certificate Conditions	Pages 284 to 471 of the 2009 Base Prospectus
<b>BNPP 2013 REGISTRATION DOCUMENT</b>	
Profit and loss account for the year ended 31 December 2013	Page 124 of the BNPP 2013 Registration Document
Statement of net income and changes in assets and liabilities recognised directly in equity	Page 125 of the BNPP 2013 Registration Document
Balance sheet at 31 December 2013	Page 126 of the BNPP 2013 Registration Document
Cash flow statement for the year ended 31 December 2013	Page 127 of the BNPP 2013 Registration Document
Statement of changes in shareholders' equity between 1 January 2012 and 31 December 2013	Pages 128 to 129 of the BNPP 2013 Registration Document
Notes to the financial statements prepared in accordance with International Financial Reporting Standards as adopted by the European Union	Pages 130 to 221 of the BNPP 2013 Registration Document
Statutory Auditors' report on the Consolidated Financial Statements of BNP Paribas for the year ended 31 December 2013	Pages 222 to 223 of the BNPP 2013 Registration Document
Chapter 5 ("Risks and Capital Adequacy")	Pages 225 to 348 of the BNPP 2013 Registration Document

<b>BNPP 2014 REGISTRATION DOCUMENT</b>	
<i>Extracts of Annex XI of the European Regulation 809/2004/EC of 29 April 2004</i>	
3. Risk Factors	
3.1. Prominent disclosure of risk factors that may affect Issuer's ability to fulfil its obligations under the securities to investors in a section headed "Risk Factors".	Pages 245 to 364 of the BNPP 2014 Registration Document
4. <b>Information about the Issuer</b>	
4.1. History and development of the Issuer:	Page 5 of the BNPP 2014 Registration Document
4.1.1. The legal and commercial name of the Issuer;	Page 487 of the BNPP 2014 Registration Document
4.1.2. The place of registration of the Issuer and its registration number;	Page 487 of the BNPP 2014 Registration Document
4.1.3. The date of incorporation and the length of life of the Issuer, except where indefinite;	Page 487 of the BNPP 2014 Registration Document

<p>4.1.4.</p> <ul style="list-style-type: none"> <li>• the domicile and legal form of the Issuer,</li> <li>• the legislation under which the Issuer operates,</li> <li>• its country of incorporation, and</li> <li>• the address and telephone number of its registered office (or principal place of business if different from its registered office).</li> </ul>	<p>Pages 487 and 506 (back cover) of the BNPP 2014 Registration Document</p>
<p>4.1.5. Any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.</p>	<p>Page 129 of the BNPP 2014 Registration Document</p>
<p><b>5. Business Overview</b></p>	
<p>5.1.1. A brief description of</p> <ul style="list-style-type: none"> <li>• the Issuer's principal activities stating,</li> <li>• the main categories of products sold and/or services performed.</li> </ul>	<p>Pages 6 to 15, 168 to 171 and 480 to 486 of the BNPP 2014 Registration Document</p>
<p>5.1.2. An indication of any significant new products and/or activities.</p>	<p>Pages 6 to 15, 168 to 171 and 480 to 486 of the BNPP 2014 Registration Document</p>
<p>5.1.3. A brief description of the principal markets in which the Issuer competes.</p>	<p>Pages 6 to 15, 168 to 171 and 480 to 486 of the BNPP 2014 Registration Document</p>
<p>5.1.4. The basis for any statements in the registration document made by the Issuer regarding its competitive position.</p>	<p>Pages 6 to 15 of the BNPP 2014 Registration Document</p>
<p><b>6. Organisational Structure</b></p>	
<p>6.1. If the Issuer is part of a group, a brief description of the group and of the Issuer's position within it.</p>	<p>Page 4 of the BNPP 2014 Registration Document</p>
<p>6.2. If the Issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.</p>	<p>Pages 231 to 239 and 417 to 419 of the BNPP 2014 Registration Document</p>



<p><b>8. Profit Forecasts or Estimates</b></p>	
<p>8.1. A statement setting out the principal assumptions upon which the Issuer has based its forecast, or estimate.</p> <p>There must be a clear distinction between assumptions about factors which the members of the administrative, management or supervisory bodies can influence and assumptions about factors which are exclusively outside the influence of the members of the administrative, management or supervisory bodies; be readily understandable by investors; be specific and precise; and not relate to the general accuracy of the estimates underlying the forecast.</p>	<p>Pages 130 to 132 of the BNPP 2014 Registration Document</p>
<p>8.2. A report prepared by independent accountants or auditors stating that in the opinion of the independent accountants or auditors the forecast or estimate has been properly compiled on the basis stated, and that the basis of accounting used for the profit forecast or estimate is consistent with the accounting policies of the Issuer.</p> <p>Where financial information relates to the previous financial year and only contains non-misleading figures substantially consistent with the final figures to be published in the next annual audited financial statements for the previous financial year, and the explanatory information necessary to assess the figures, a report shall not be required provided that the prospectus includes all of the following statements:</p>	<p>NA</p>
<p>(a) the person responsible for this financial information, if different from the one which is responsible for the prospectus in general, approves that information;</p>	
<p>(b) independent accountants or auditors have agreed that this information is substantially consistent with the final figures to be published in the next annual audited financial statements;</p> <p>(c) this financial information has not been audited.</p>	
<p>8.3. The profit forecast or estimate must be prepared on a basis comparable with the historical financial information.</p>	<p>NA</p>
<p><b>9. Administrative, Management, and Supervisory Bodies</b></p>	

<p>9.1. Names, business addresses and functions in the Issuer of the following persons, and an indication of the principal activities performed by them outside the Issuer where these are significant with respect to that Issuer:</p> <p>(a) members of the administrative, management or supervisory bodies;</p> <p>(b) partners with unlimited liability, in the case of a limited partnership with a share capital.</p>	<p>Pages 30 to 45 and 104 of the BNPP 2014 Registration Document</p>
<p>9.2. Administrative, Management, and Supervisory bodies conflicts of interests.</p> <p>Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 9.1 and their private interests and or other duties must be clearly stated.</p> <p>In the event that there are no such conflicts, make a statement to that effect.</p>	<p>Pages 45 to 73 and 77 of the BNPP 2014 Registration Document</p>
<p>10. <b>Major Shareholders</b></p>	
<p>10.1. To the extent known to the Issuer, state whether the Issuer is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to ensure that such control is not abused.</p>	<p>Pages 16 to 17 of the BNPP 2014 Registration Document</p>
<p>10.2. A description of any arrangements, known to the Issuer, the operation of which may at a subsequent date result in a change in control of the Issuer.</p>	<p>Page 17 of the BNPP 2014 Registration Document</p>
<p><b>2014 FINANCIAL STATEMENTS</b></p>	
<p>Profit and loss account for the year ended 31 December 2014</p>	<p>Page 138 of the BNPP 2014 Registration Document</p>
<p>Statement of net income and changes in assets and liabilities recognised directly in equity</p>	<p>Page 139 of the BNPP 2014 Registration Document</p>
<p>Balance sheet at 31 December 2014</p>	<p>Page 140 of the BNPP 2014 Registration Document</p>
<p>Cash flow statement for the year ended 31 December 2014</p>	<p>Page 141 of the BNPP 2014 Registration Document</p>
<p>Statement of changes in shareholders' equity between 1 January 2013 and 31 December 2014</p>	<p>Pages 142 to 143 of the BNPP 2013 Registration Document</p>
<p>Notes to the financial statements prepared in accordance with International Financial Reporting Standards as adopted by the European Union</p>	<p>Pages 144 to 240 of the BNPP 2013 Registration Document</p>
<p>Statutory Auditors' report on the Consolidated Financial Statements of BNP Paribas for the year ended 31 December 2014</p>	<p>Pages 241 to 242 of the BNPP 2013 Registration Document</p>

Chapter 5 ("Risks and Capital Adequacy")	Pages 243 to 382 of the BNPP 2013 Registration Document
<b><i>First Update to the BNPP 2014 Registration Document</i></b>	
Quarterly Financial Information	Pages 4 to 65 of the First Update to the BNPP 2014 Registration Document
Additional Information	Pages 68 to 81 of the First Update to the BNPP 2014 Registration Document
Statutory Auditors	Page 82 of the First Update to the BNPP 2014 Registration Document
<b>BNP PARIBAS ARBITRAGE ISSUANCE B.V.</b>	
<b><i>2013 BNPP B.V. Annual Report</i></b>	
Managing Director's Report	Pages 3 to 4 of the 2013 BNPP B.V. Annual Report
Balance Sheet at 31 December 2013	Page 5 of the 2013 BNPP B.V. Annual Report
Profit & Loss Account for the year ended 31 December 2013	Page 6 of the 2013 BNPP B.V. Annual Report
Cashflow Statement for the year ended 31 December 2013	Page 7 of the 2013 BNPP B.V. Annual Report
Shareholder's equity	Page 8 of the 2013 BNPP B.V. Annual Report
Notes/Other Information	Pages 9 to 17 of the 2013 BNPP B.V. Annual Report
Auditor's Report of the Financial Statements of BNPP B.V. for the year ended 31 December 2013	Pages 18 to 19 of the 2013 BNPP B.V. Annual Report
<b><i>2014 BNPP B.V. Annual Report</i></b>	
Managing Director's Report	Pages 3 to 4 of the 2014 BNPP B.V. Annual Report
Balance Sheet at 31 December 2014	Page 5 of the 2014 BNPP B.V. Annual Report
Profit & Loss Account for the year ended 31 December 2014	Page 6 of the 2014 BNPP B.V. Annual Report
Cashflow statement for the year ended 31 December 2014	Page 7 of the 2014 BNPP B.V. Annual Report
Shareholder's equity	Page 8 of the 2014 BNPP B.V. Annual Report
Notes/Other Information	Pages 9 to 17 of the 2014 BNPP B.V. Annual Report
Auditor's Report of the Financial Statements of BNPP B.V. for the year ended 31 December 2014	Pages 18 to 22 of the 2014 BNPP B.V. Annual Report

Information contained in the documents incorporated by reference other than information listed in the tables above is for information purposes only.

Each Issuer will provide, free of charge, to each person to whom a copy of this Base Prospectus has been delivered, upon the oral or written request of such person, a copy of any or all of the documents which are incorporated herein by reference in (a) and (b) above. Each of the documents incorporated by reference in (c) to (g) above, will only be made available by the relevant Issuer or the Guarantor (as applicable) to which such document relates. Written or oral requests for such documents should be directed to the relevant Issuer at its principal office set out at the end of this Base Prospectus. In addition, copies of any documents incorporated by reference will be made available, free of charge, by BNP Paribas Securities Services, Luxembourg Branch ("**BNPSS**"), BNP Paribas Arbitrage S.N.C. ("**BNPA**") and the other Agents. Requests for such documents should be directed to the specified office of such Agent. Such documents will, along with this Base Prospectus, be available for viewing via the website of BNPP (<https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx>).

**GENERAL DESCRIPTION OF THE PROGRAMME AND PAYOUT METHODOLOGY UNDER  
THIS BASE PROSPECTUS**

<b>Issuers</b>	BNP Paribas Arbitrage Issuance B.V.  BNP Paribas
<b>Guarantor</b>	BNP Paribas
<b>Description of the Programme under this Base Prospectus</b>	Note, Warrant and Certificate Programme
<b>W&amp;C Securities</b>	W&C Securities may be issued as Index Securities, Share Securities, ETI Securities, Debt Securities or Fund Securities, or any other or further type of warrants or certificates including Hybrid Securities where the Underlying Reference may be any combination of such indices, shares, interests in exchange traded instruments, debt instruments, funds or other asset classes or types.
<b>Taxation</b>	A Holder of W&C Securities must pay all specified expenses relating to the W&C Securities.
	The relevant Issuer and the Guarantor (if any) shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise or enforcement of any W&C Security and all payments made by the relevant Issuer or the Guarantor (if any) shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.
	Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto, (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the " <b>Code</b> ") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.
<b>Governing Law</b>	The W&C Securities and the Guarantee will be governed by English law.
<b>Payout Methodology</b>	The amount(s) (if any) payable under the W&C Securities will be comprised of the following components (each a " <b>Product Component</b> "): <ul style="list-style-type: none"> <li>(i) on final redemption or exercise, the Cash Settlement Amount (see Conditions 19 (Definitions (Warrants)) and 27 (Definitions) and Payout Condition 1);</li> </ul>

	(ii) if Automatic Early Redemption is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs, the Automatic Early Redemption Amount (see Condition 31.7 (Automatic Early Redemption (Certificates)) and Payout Condition 2);and/or
	(iii) if an Issuer Call Option or Holder Put Option is specified as applicable in the applicable Final Terms, the relevant Optional Redemption Amount (see Conditions 31.2 (Issuer Call Option) and 31.3 (Holder Put Option) and Payout Condition 1(a)).
	The terms of a Series of W&C Securities are comprised of (i) the Conditions, (ii) the Annex relevant to the relevant Underlying References and (iii) if selected in the applicable Final Terms, the Payout(s) selected from Annex 1 to the Conditions (the " <b>Payout Annex</b> ") specified in the applicable Final Terms and the related variables specified in the applicable Final Terms (including the relevant valuation provisions) for such Payout(s) (as selected from the Payout Annex).
	<b>Investors must review the Conditions, the Annex relevant to the relevant Underlying Reference and the Payout Annex, together with the applicable Final Terms to ascertain the terms and conditions applicable to the W&amp;C Securities.</b>
<b>Exempt Securities</b>	The requirement to publish a prospectus under the Prospectus Directive only applies to W&C Securities which are to be admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the relevant Member State(s)). Under this Base Prospectus, the Issuers may issue Exempt Securities (being W&C Securities for which no prospectus is required to be published under the Prospectus Directive). In the case of Exempt Securities, any terms and conditions not contained in this Base Prospectus which are applicable to such Exempt Securities will be set out in a pricing supplement document (the " <b>Pricing Supplement</b> "). The Agency Agreement (as defined in the Conditions) sets out the form of Pricing Supplement for Exempt Securities. For the purposes of any Exempt Securities, references in the Conditions to "Final Terms" shall be deemed to include a reference to "Pricing Supplement".

## FORM OF FINAL TERMS FOR THE SECURITIES

### FINAL TERMS DATED [●]

#### **BNP Paribas Arbitrage Issuance B.V.**

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

#### **BNP Paribas**

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

(Note, Warrant and Certificate Programme)

[insert title of W&C Securities]

#### **[BNP Paribas Arbitrage S.N.C.**

*(as Manager)]*

Any person making or intending to make an offer of the W&C Securities may only do so[:

- (i) in those Non-exempt Offer Jurisdictions mentioned in Paragraph 33 of Part A below, provided such person is a Manager or Authorised Offeror (as such term is defined in the Base Prospectus) and that such the offer is made during the Offer Period specified in that paragraph and that any conditions relevant to the use of the Base Prospectus are complied with; or
- (ii) otherwise]<sup>4</sup> in circumstances in which no obligation arises for the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

[Neither] [None of] the Issuer [nor], [the Guarantor or] any Manager has authorised, nor do they authorise, the making of any offer of W&C Securities in any other circumstances.

[Investors should note that if a supplement to or an updated version of the Base Prospectus referred to below is published at any time during the Offer Period (as defined below), such supplement or updated base prospectus, as the case may be, will be published and made available in accordance with the arrangements applied to the original publication of these Final Terms. Any investors who have indicated acceptances of the Offer (as defined below) prior to the date of publication of such supplement or updated version of the Base Prospectus, as the case may be, (the "**Publication Date**") have the right within two working days of the Publication Date to withdraw their acceptances.]<sup>5</sup>

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<sup>4</sup> Include this wording where a non-exempt offer of W&C Securities is anticipated.

<sup>5</sup> Include in respect of issues of W&C Securities where the public offer period spans a supplement to the Base Prospectus or an update to the Base Prospectus.

## 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 dated [*date*] [, [the][each] Supplement[s] to the Base Prospectus published and approved on or before the date of these Final Terms (copies of which are available as described below) and any other Supplement to the Base Prospectus which may have been published and approved before the issue of any additional amount of W&C Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published and approved after the date of these Final Terms and (ii) provide for any change to the Conditions of the W&C Securities such changes shall have no effect with respect to the Conditions of the W&C Securities to which these Final Terms relate)] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (the "**Prospectus Directive**") (the "**Base Prospectus**"). This document constitutes the Final Terms of the W&C Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on [BNP Paribas Arbitrage Issuance B.V./ [BNP Paribas] (the "**Issuer**")[, BNP Paribas (the "**Guarantor**")]] and the offer of the W&C Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [A summary of the W&C Securities (which comprises the Summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms.] [The Base Prospectus [and any Supplement(s) to the Base Prospectus] [and these Final Terms]<sup>6</sup> [is/are] available for viewing at [address] [and] [website] and copies may be obtained free of charge at the specified offices of the Security Agents.]] The Base Prospectus, [these Final Terms [and the Supplement[s] to the Base Prospectus] will also be available on the AMF website [www.amf-france.org](http://www.amf-france.org)]

*[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. N.B. when using a post – 1 July 2012 approved Base Prospectus to tap a previous issue under a previously approved Base Prospectus, the final terms in the post – 1 July 2012 Base Prospectus may (and will if the previous issue was contemplated under a pre – 1 July 2012 Base Prospectus) take a different form to the final terms used for the original issue being tapped. The Conditions of the original issue being tapped should be reviewed to ensure that they would not require the final terms documenting the further issue to include information which is no longer permitted in final terms. Where the final terms documenting the further issue would need to include such information, it will not be possible to tap using final terms and a drawdown prospectus (incorporating the original Conditions and final terms) will instead need to be prepared.*

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 and approved on or before the date of these Final Terms (copies of which are available as described below) and any other Supplement to it which may have been published and approved before the issue of any additional amount of W&C Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published and approved after the date of these Final Terms and (ii) provide for any change to the Conditions of the W&C Securities such changes shall have no effect with respect to the Conditions of the W&C Securities to which these Final Terms relate)] which are incorporated by reference in the Base Prospectus dated [*current date*]. This document constitutes the Final Terms of the W&C Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated [*current date*] [and any Supplement[s] to it], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (the "**Base Prospectus**"), including the Conditions incorporated by reference in the Base Prospectus. Full information on [BNP Paribas Arbitrage Issuance B.V./[BNP Paribas] (the "**Issuer**")[, BNP Paribas (the

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<sup>6</sup> Include in respect of issues of W&C Securities that are listed.

“Guarantor”)] and the offer of the W&C Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [A summary of the W&C Securities (which comprises the Summary in the Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms][The Base Prospectus [and any Supplement[s] to the Base Prospectus] [and these Final Terms]<sup>7</sup> [is/are] available for viewing at [address] [and] [website] and copies may be obtained from [address]. [The Base Prospectus, [these Final Terms [and the Supplement[s] to the Base Prospectus] will also be available on the AMF website www.amf-france.org]]

*[The following alternative language applies in respect of issues of W&C Securities where the public offer period spans a supplement to the Base Prospectus or an update to the Base Prospectus.*

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 [date] [,the][each] Supplement[s] to the Base Prospectus published and approved on or before the date of these Final Terms (copies of which are available as described below)] [and any other Supplement to the Base Prospectus which may have been published and approved (such date of publication and approval, the "**Publication Date**") before the issue of any additional amount of W&C Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published and approved after the date of these Final Terms and (ii) provide for any change to the Conditions of the W&C Securities such changes shall have no effect with respect to the Conditions of the W&C Securities to which these Final Terms relate) (together, the "**2015 Base Prospectus**")], notwithstanding the approval of an updated base prospectus which will replace the 2015 Base Prospectus (the "**2016 Base Prospectus**"). This document constitutes the Final Terms of the W&C Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and [(i) prior to the Publication Date, must be read in conjunction with the 2015 Base Prospectus, as supplemented, or (ii)] on and after the publication and approval of the 2016 Base Prospectus, must be read in conjunction with the 2016 Base Prospectus, as supplemented,] save in respect of the Conditions which are extracted from the 2015 Base Prospectus as supplemented, as the case may be. The 2015 Base Prospectus, as supplemented[, constitutes, and the 2016 Base Prospectus will constitute,] a base prospectus for the purposes of the Prospectus Directive. Full information on [BNP Paribas Arbitrage Issuance B.V./ [BNP Paribas] (the "**Issuer**")] [and the offer of the W&C Securities is only available on the basis of the combination of these Final Terms and [either] [(i) prior to the publication and approval of the 2016 Base Prospectus, the 2015 Base Prospectus, as supplemented, or (ii)] [on or after the Publication Date, the 2016 Base Prospectus, as supplemented], save in respect of the Conditions which are extracted from the 2015 Base Prospectus, as the case may be. The 2015 Base Prospectus, as supplemented, [and these Final Terms]<sup>8</sup> are available, and the 2016 Base Prospectus will be available for viewing at [address] [and] [website] and copies may be obtained from [address].] The Base Prospectus, [these Final Terms [and the Supplement[s] to the Base Prospectus] will also be available on the AMF website www.amf.france.org]

*[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 subparagraphs (in which case the subparagraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms. However, such numbering may change where individual paragraphs or subparagraphs are removed.]*

References herein to numbered Conditions are to the terms and conditions of the relevant series of W&C Securities and words and expressions defined in such terms and conditions shall bear the same meaning in these

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<sup>7</sup> Include in respect of issues of W&C Securities that are listed.

<sup>8</sup> Include in respect of issues of W&C Securities that are listed.



Final Terms in so far as they relate to such series of W&C Securities, save as where otherwise expressly provided.

*[When completing any final terms consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]*

These Final Terms relate to the series of W&C Securities as set out in "Specific Provisions for each Series" below. References herein to "**W&C Securities**" shall be deemed to be references to the relevant W&C Securities that are the subject of these Final Terms and references to "**W&C Security**" shall be construed accordingly.

### SPECIFIC PROVISIONS FOR EACH SERIES

SERIES NUMBER	NO. OF W&C SECURITIES ISSUED	NO OF W&C SECURITIES	[NO. OF WARRANTS PER UNIT	ISIN/ [ ] <sup>9</sup>	COMM ON CODE	[MNEMONIC CODE	ISSUE PRICE PER W&C [SECURITY/ UNIT]	[CALL/ PUT]	[EXERCISE PRICE	[[SCHEDULED] REDEMPTION DATE <sup>10</sup>	[EXERCISE [PERIOD/ DATE]	[RELEVANT JURISDICTION]	[SHARE AMOUNT/ DEBT SECURITY AMOUNT]
[●]	[●]	[Up to] {●}	[●] <sup>11</sup>	[●]	[●]	[●] <sup>12</sup>	[[insert currency] [●] / [[●] % of the Notional Amount]	[call/ put]	[insert currency] [●] <sup>13</sup>	[●]	[●] <sup>14</sup>	[●]	[●]
[●]	[●]	[Up to] {●}	[●] <sup>15</sup>	[●]	[●]	[●] <sup>16</sup>	[[insert currency] [●] / [[●] % of the Notional Amount]	[call/ put]	[insert currency] [●] <sup>17</sup>	[●]	[●] <sup>18</sup>	[●]	[●]

*[(Where the Final Terms cover more than one series of W&C Securities, the table above should be completed for all variables which will differ across the different series of W&C 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 W&C Securities:

<sup>9</sup> DTC: CUSIP – include for U.S. Securities.

<sup>10</sup> Applicable for Certificates

<sup>11</sup> Include for Warrants if applicable.

<sup>12</sup> Only applies where the W&C Securities are listed on Euronext Paris

<sup>13</sup> Include for Warrants.

<sup>14</sup> Include for Warrants.

<sup>15</sup> Include for Warrants if applicable.

<sup>16</sup> Only applies where the W&C Securities are listed on Euronext Paris.

<sup>17</sup> Include for Warrants.

<sup>18</sup> Include for Warrants.

1.	Issuer:	[BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas]
2.	[Guarantor:	[BNP Paribas]]
3.	Trade Date:	[specify]
4.	Issue Date	[specify]
5.	Consolidation:	The W&C Securities are to be consolidated and form a single series with the [insert title of relevant series of W&C Securities] issued on [insert issue date]/[Not applicable]
6.	Type of W&C Securities:	(a) [Warrants/Certificates] (b) The W&C Securities are [Index Securities/Share Securities/ETI Securities/Debt Securities//Fund Securities <sup>19</sup> /Hybrid Securities/[specify other type of Security]].
		(N.B. In respect of Market Access Securities, specify "Share Securities" or "Debt Securities" as applicable)
		[The Warrants are [European/American/(specify other)] Style Warrants.
Automatic Exercise [applies/does not apply].] <sup>20</sup>		
		[Exercise of Certificates applies to the Certificates. [Multiple Exercise <i>applies</i> 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 [●].] <sup>21</sup>
		[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 Fund Securities) shall apply.] [The provisions of Annex 7 (Additional Terms and Conditions for Market Access Securities) shall apply.]
7.	Form of W&C Securities:	[Clearing System Global Security]/[Registered Global Security] [Rule 144A Global Security] <sup>22</sup> . [Regulation S Global Security]

<sup>19</sup> Fund W&C Securities or Hybrid W&C Securities containing a fund component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

<sup>20</sup> Include for Warrants.

<sup>21</sup> Include for Certificates.

8.	Business Day Centre(s):	The applicable Business Day Centre[s] for the purposes of the definition of "Business Day" in Condition 1 [is/are] [●].
9.	Rounding Convention for Cash Settlement Amount:	[Rounding Convention 1]/[Rounding Convention 2]/[Not applicable]
10.	Final Payout	
	<b>[Warrants / Certificates</b>	[Listed Securities Final Payout <i>[Insert related provisions from Conditions]</i> ]
		[Short Certificates Final Payout <i>[Insert related provisions from Conditions]</i> ]
		[Out-Performance Certificates Final Payout <i>[Insert related provisions from Conditions]</i> ]
		[Turbo Certificates Final Payout <i>[Insert related provisions from Conditions]</i> ]
		[Short Turbo Certificates Final Payout <i>[Insert related provisions from Conditions]</i> ]
		[Listed Security on Single Underlying Final Payout <i>[Insert related provisions from Conditions]</i> ]
	[Payout Switch:	[Applicable / Not applicable] <i>(NB: may only apply to Certificates only)</i> [Payout Switch Election: [Applicable / Not applicable] [Automatic Payout Switch: [Applicable/Not applicable] [Automatic Payout Switch Event: [greater than][equal to or greater than][less than][less than or equal to] [Automatic Payout Switch Level]: <i>[specify]</i> [Automatic Payout Switch Period]: <i>[specify]</i> [Not applicable] [Automatic Payout Switch Date]: <i>[specify]</i> [Not applicable] [Switched Payout: <i>[specify]</i> Payout Switch Date: <i>[specify]</i> ]
	Aggregation:	[Applicable / Not applicable]
	Charges:	<i>[specify]</i>
	Leverage:	<i>[specify]</i>
	Outperformance Bonus:	<i>[specify]</i>
	Percentage of Dividends Reinvested:	<i>[specify]</i>

	Repo:	[specify]
	Strike:	[specify]
	Strike Price:	[specify]
11.	[Exchange Rate] / [FX Conversion]	[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)] [FX <sub>1</sub> <sup>1</sup> ] is [insert rate of exchange and details of how and when such rate is to be ascertained]/[specify]/[Not applicable].]
12.	(a) Settlement Currency:	The settlement currency for the payment of the Cash Settlement Amount is [specify].
	(b) CNY Settlement Centre	[Applicable/Not applicable]/[Hong Kong]/[specify]
13.	Syndication:	The W&C Securities will be distributed on a non-syndicated basis.
14.	Minimum Trading Size:	[specify]/[Not applicable]
15.	Principal Security Agent:	[BNP Paribas Securities Services, Luxembourg Branch]/[BNP Paribas Arbitrage S.N.C.]/ [BNP Paribas Securities Services S.C.A.]/[specify other] <sup>23</sup>
16.	Registrar:	[BNP Paribas Securities Services, Luxembourg Branch]/[BNP PARIBAS Securities (Japan) Limited][ADDRESS][Not applicable] <sup>24</sup>
17.	Calculation Agent:	[BNP Paribas]/[BNP Paribas Arbitrage S.N.C.]/[specify other][ADDRESS].
<b>PRODUCT SPECIFIC PROVISIONS (ALL W&amp;C SECURITIES)</b>		
18.	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 Composite Index.] <sup>25</sup>
	(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]

<sup>23</sup> Any local agent shall be specified in Part B of the Final Terms.

<sup>24</sup> Include in the case of Registered Securities.

<sup>25</sup> Specify each Composite Index (if any).

	(f) Scheduled Trading Day:	[Single Index Basis/All Indices Basis/Per Index Basis] <i>(must match election made for Exchange Business Day)</i>
	(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 W&C Securities relating to a Basket of Indices)]
	(h) Settlement Price:	[As per Conditions]/[specify]
	(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 (in the case of Certificates)] each as defined in Condition 1.] [specify].]  <i>(N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Condition 1.)</i>
	(k) Index Correction Period:	[As per Conditions/specify]
19.	Share Securities:	[Applicable/Not applicable]
	(a) Share(s)/Share Company/Basket Company/GDR/ADR:	[insert type of Share(s) and Share Company/Basket Companies]  [Insert details of GDR/ADR] <sup>26</sup>
	(b) Relative Performance Basket:	[Not applicable/specify]
	(c) Share Currency:	[specify]
	(d) Exchange(s):	[specify]
	(e) Related Exchange(s):	[specify]/[All Exchanges]
	(f) Exchange Business Day:	[Single Share Basis/All Shares Basis/Per Share Basis]
	(g) Scheduled Trading Day:	[Single Share Basis/All Shares Basis/Per Share Basis] <i>(must match election made for Exchange Business Day)</i>
	(h) 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 W&C Securities relating to a Basket of Shares)]

<sup>26</sup> Specify each GDR or ADR (if any). In the case of Share W&C Securities relating to a GDR/ADR, complete Share W&C Securities Final Terms as applicable for GDR/ADR reference asset(s).

	(i) Settlement Price:	[As per Conditions][ <i>specify</i> ]
	(j) Specified Maximum Days of Disruption:	[As defined in Condition 1]/[ <i>specify</i> ] Scheduled Trading Days].
	(k) Valuation Time:	[Continuous monitoring [ <i>specify other</i> ] 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.] [ <i>specify</i> ] (N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Condition 1))
	(l) Share Correction Period	[As per Conditions/ <i>specify</i> ]
	(m) Dividend Payment:	[Applicable/Not applicable]
	(n) Listing Change:	[Applicable/Not applicable]
	(o) Listing Suspension:	[Applicable/Not applicable]
	(p) Illiquidity:	[Applicable/Not applicable]
	(q) Tender Offer:	Applicable.
20.	ETI Securities	[Applicable/Not applicable]
	(a) ETI/ETI Basket:	[ <i>specify</i> ]
	(b) ETI Interest(s):	[ <i>insert type of ETI Interest(s)</i> ]
	(c) ETI Related Party:	[As per Conditions]/[ <i>specify</i> ]
	(d) ETI Documents:	[As per Conditions]/[ <i>specify</i> ]
	(e) Exchange(s):	[ <i>specify</i> ]/[Not applicable]
	(f) Related Exchange:	[ <i>specify</i> ]/[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]/[ <i>specify</i> ]
	(j) Initial Calculation Date:	[ <i>specify</i> ]/[Not applicable]
	(k) Final Calculation Date:	[ <i>specify</i> ]/[Not applicable]
	(l) Hedging Date:	[ <i>specify</i> ]
	(m) Investment/AUM Level:	[As per Conditions]/[ <i>specify</i> ]
	(n) Value per ETI Interest Trading Price Barrier:	[As per Conditions]/[ <i>specify</i> ]
	(o) Number of Value Publication Days:	[[●] calendar days] [[●] Value Business Days]
		[Value Business Day Centre(s): [ <i>specify</i> ] (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]
		<i>(N.B. Principal Protected Termination Amount and Non-Principal Protection Termination Amount are applicable to Certificates only)</i>
	(aa) Simple Interest Spread (in the case of Certificates only):	[As per Conditions]/[specify]
	(bb) Termination Date:	[specify]
	(cc) Delayed Payment Cut-off Date:	[specify]
	(dd) Protected Amount (in the case of Certificates only):	[specify]
21.	Debt Securities:	[Applicable/Not applicable]
	(a) Debt Instruments:	[specify]
	(b) Nominal Amount:	The nominal amount which is to be used to determine the Cash Settlement Amount is [●] and the relevant screen page (" <b>Relevant Screen Page</b> ") is [●].
	(c) Exchange Business Day Centre(s):	[specify]
	(d) Valuation Time:	[specify]
	(e) Specified Maximum Days of Disruption:	[[As defined in Condition 1]/[specify] Scheduled Trading Days.]

22.	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) Fee:	[specify]/[Not applicable]
	(p) Termination Amount:	[Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[As per Conditions]
		<i>(N.B. Principal Protected Termination Amount and Non-Principal Protection Termination Amount are applicable to Certificates only)</i>
	(q) Simple Interest Spread (in the case of Certificates only):	[As per Conditions]/[specify]
	(r) Termination Date:	[specify]
	(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 (in the case of Certificates only):	[specify] per W&C Security
23.	Market Access Securities	[Applicable/Not applicable]



	(a) [Share Security/Debt Security]:	[specify]
	(b) [Share amount/Debt Instruments Amount]:	[specify]
	(c) Market Access Security Condition 1 of Annex 7:	[Applicable/Not applicable] The Coupon Payment Dates are [●]
	(d) Market Access Security Condition 2 of Annex 7:	[Applicable/Not applicable]
	(e) Market Access Security Condition 3 of Annex 7:	[Applicable/Not applicable]
	(f) Market Access Security Condition 4 of Annex 7:	[Applicable/Not applicable]
	(g) Market Access Security Condition 5 of Annex 7:	[Applicable/Not applicable]
	(h) Market Access Security Condition 6 of Annex 7:	[Applicable/Not applicable]
	(i) Market Access Security Condition 7 of Annex 7:	[Applicable/Not applicable]
	(j) Market Access Security Condition 8 of Annex 7:	[Applicable/Not applicable]
		An " <b>Early Exercise Event</b> " shall occur if the Calculation Agent determines that on a day during the period from and including the Issue Date to and excluding the Expiration Date, the price at any time on a day of the [Share/Debt Securities] is [equal to or] [above/below] the Threshold Price [specify as applicable]; and
		The Threshold Price is [●]
	(k) Market Access Security Condition 9 of Annex 7:	[Applicable/Not applicable] (i) Expected Listing Date is [specify] (ii) The amount payable in respect of each W&C Security so redeemed shall be [specify amount or manner of determination for Exempt Securities].
24.	Additional Disruption Events:	[Applicable/Not applicable]/[Change in Law/Hedging Disruption] does not apply to the W&C Securities]
25.	Optional Additional Disruption Events:	(a) The following Optional Additional Disruption Events apply to the W&C Securities:
		(Specify each of the following which applies. N.B. Optional Additional Disruption Events are applicable to certain Index Securities, Share Securities and ETI Securities. Careful consideration should be given to whether Optional Additional

		<i>Disruption Events would apply for Debt 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)</i>
		[Increased Cost of Hedging]
		[Increased Cost of Stock Borrow]
		[Insolvency Filing]
		<i>(N.B. Only applicable in the case of Share Securities)</i>
		[Cancellation Event]
		<i>(N.B. Only applicable in the case of Debt Securities)</i>
		[Loss of Stock Borrow]
		[[Stop-Loss Event]
		[Stop-Loss Event Percentage: [5] per cent.]
		[Currency Event]
		[Force Majeure Event]
		[Jurisdiction Event]
		[SEBI Force Majeure Event]
		[China Connect Event]
		(b) [The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share/Security] is [●].
		<i>(N.B. Only applicable if Loss of Stock Borrow is applicable)</i>
		[The Initial Stock Loan rate in respect of [specify in relation to each relevant Share/Security] is [●].
		<i>(N.B. Only applicable if Increased Cost of Stock Borrow is applicable)</i>
26.	CNY Payment Disruption Event	
	Postponement	[Applicable/ Not Applicable]
	Payment of Equivalent Amount:	[Applicable/ Not Applicable]
	Equivalent Amount Settlement Currency:	[specify]
	Equivalent Amount Settlement Price Source:	[specify]
	Equivalent Amount Settlement Valuation Time:	[The time at which the Equivalent Amount Settlement Price Source publishes the Equivalent Amount Settlement Price]/[specify]

<b>PROVISIONS RELATING TO WARRANTS</b>		
27.	Provisions relating to Warrants:	[Applicable][Not Applicable]  (If not applicable, delete the remaining sub-paragraphs of this paragraph)
	(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. <i>(N.B. This is in addition to any requirements relating to "Minimum Exercise Number" or "Maximum Exercise Number" as set out below).</i>
	(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 [●] [Not Applicable]. <i>(N.B. not applicable for European Style Warrants)</i>
	(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) is set out in "Specific Provisions for each Series" above. <i>(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).</i>
	(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. <i>(N.B. Only applicable in relation to European Style Warrants).</i>
	(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]] [Not Applicable]. <i>(N.B. Only applicable in relation to certain American Style Warrants).</i>
	(g) Valuation Date:	[The Valuation Date shall be the Actual Exercise Date of the relevant Warrant, subject to adjustments in accordance with Condition 19]/[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 19]/[specify]. <i>(N.B. specify if different from the definition in Condition 19.)</i>
	(h) Strike Date:	[specify] <i>(N.B. Only relevant for certain Index and Share Securities)</i>

	(i) Averaging :	Averaging [applies/does not apply] to the Warrants.
	(A) Averaging Dates:	[The Averaging Dates are <i>[specify]</i> ].[Not applicable]
		[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] (as defined in Condition 19) will apply.]
	(B) Initial Averaging Dates:	[The Initial Averaging Dates are <i>[specify]</i> ].[Not applicable]
		[In the event that an Initial Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] (as defined in Condition 19) will apply.]
	(j) Observation Dates:	<i>[specify]</i> /[Not applicable]
		[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
	(k) Observation Period:	<i>[specify]</i>
	(l) Settlement Date:	<i>[specify]</i> (N.B. : Only applicable if Settlement Date is different from the definition in Condition 19))
<b>PROVISIONS RELATING TO CERTIFICATES</b>		
28.	Provisions relating to Certificates:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(a) Notional Amount of each Certificate:	<i>[[currency][amount]/[Not applicable]].</i>
	(b) Partly Paid Certificates:	The Certificates [are/are not] Partly Paid Certificates.  <i>[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]</i>  <i>(N.B. A new form of Global Certificate may be required for Partly Paid Certificates)</i>
	(c) Index Linked Certificates:	[Applicable/Not applicable]
	(i) Index/Basket of Indices/Index Sponsor(s):	<i>[specify name of Index/Indices]</i>
		<i>[specify name of Index Sponsor(s)]</i>
		[The [●] Index is a Composite Index] <sup>27</sup>

<sup>27</sup> Specify each Composite Index (if any)

	(ii) Averaging:	Averaging [applies/does not apply].
	(A) Averaging Dates:	[The Averaging Dates are <i>[specify]</i> ].[Not applicable]
		[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] [the provisions of Annex 2] will apply.]
	(B) Initial Averaging Dates:	[The Initial Averaging Dates are <i>[specify]</i> ].[Not applicable]
		[In the event that an Initial Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] [the provisions of Annex 2] will apply.]
	(C) AER Averaging Dates:	AER Averaging is [applicable. The AER Averaging Dates are each of the <i>[specify]</i> Scheduled Trading Days following an AER Valuation Date. In the event that an AER Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] [the provisions of Annex 2] will apply.][not applicable]
	(iii) Valuation Time:	<i>[specify]</i>
	(iv) Valuation Date(s):	<i>[specify]</i>
	(v) Index Correction Period	[As per Conditions/ <i>specify</i> ]
	(vi) Observation Dates:	<i>[specify]</i>
		[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:	<i>[specify]</i>
	(viii) Specified Maximum Days of Disruption:	[[As defined in Condition 1]/ <i>[specify]</i> [Scheduled Trading Days]]
	(ix) Exchange(s):	<i>[specify]</i>
	(x) Related Exchange(s):	<i>[specify]</i> /[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] <i>(must match election made for Exchange Business Day)</i>
	(xiii) 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 [ <i>specify other</i> ]. (N.B. Only applicable in relation to W&C Securities relating to a Basket of Indices)/Not applicable]
	(d) Share Linked Certificates:	[Applicable/Not applicable]
	(i) Share(s)/Share Company/Basket Company/GDR/ADR:	[ <i>insert type of Share(s) and Share Company/Basket Companies</i> ]
		[ISIN][Screen Page][Exchange Code]
		[ <i>insert GDR/ADR</i> ] <sup>28</sup>
	(ii) Relative Basket Performance:	[Not applicable/ <i>specify</i> ]
	(iii) Averaging:	Averaging [applies/does not apply]. [The Averaging Dates are [ <i>specify</i> ].]
		[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
	(iv) Valuation Time:	[ <i>specify</i> ]
	(v) Valuation Date(s):	[ <i>specify</i> ]
	(vi) Observation Dates:	[ <i>specify</i> ]
		[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:	[ <i>specify</i> ]
	(viii) Specified Maximum Days of Disruption:	[[As defined in Condition 1]/[ <i>specify</i> ] [Scheduled Trading Days]]
	(ix) Exchange(s):	[ <i>specify</i> ]
	(x) Related Exchange(s):	[ <i>specify</i> ]/[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]

<sup>28</sup> Specify each GDR or ADR (if any). In the case of Share Linked Certificates to a GDR/ADR, complete Share Linked Certificate Final Terms as applicable for GDR/ADR reference asset(s).

		<i>(must match election made for Exchange Business Day)</i>
	(xiii) Weighting:	[The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is <i>[specify]</i> . Each such Weighting shall be subject to adjustment [in accordance with Annex 3/ <i>[specify other]</i> . ( <i>N.B. Only applicable in relation to W&amp;C Securities relating to a Basket of Shares</i> )]
	(e) ETI Linked Certificates:	[Applicable/Not applicable]
	(i) ETI/ETI Basket:	<i>[specify]</i>
	(ii) ETI Interest(s):	<i>[Insert type of ETI Interest(s)]</i>
	(iii) Averaging:	Averaging [applies/does not apply]. [The Averaging Dates are <i>[specify]</i> .]
	(iv) Exchange(s):	<i>[specify]</i> /[Not applicable]
	(v) Related Exchange:	<i>[specify]</i> /[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]/ <i>[specify]</i>
	(ix) Calculation Date(s):	[As per Conditions]/ <i>[specify]</i>
	(x) Initial Calculation Date:	<i>[specify]</i> /[Not applicable]
	(xi) Final Calculation Date:	<i>[specify]</i> /[Not applicable]
	(xii) Hedging Date:	<i>[specify]</i>
	(xiii) Investment/AUM Level:	[As per Conditions] <i>[specify]</i>
	(xiv) Value per ETI Interest Trading Price Barrier:	[As per Conditions]/ <i>[specify]</i>
	(xv) Number of Value Publication Days:	[[●] calendar days] [[●] Value Business Days] [Value Business Day Centre(s): <i>[specify]</i> ] <i>(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Value Business Days)</i>
	(xvi) Value Trigger Percentage:	[As per Conditions]/ <i>[specify]</i>
	(xvii) Value Trigger Period:	[As per Conditions]/ <i>[specify]</i>

	(xviii) Basket Trigger Level:	[As per Conditions]/[specify]
	(xix) Settlement Price/Closing Price:	[As per Conditions][specify]
	(xx) Valuation Time:	[specify]
	(xxi) Specified Maximum Days of Disruption:	[As per Conditions]/[specify]
	(xxii) Valuation Time:	[specify]
	(xxiii) 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]
		(N.B. Principal Protected Termination Amount and Non-Principal Protection Termination Amount are applicable to Certificates only)
	(xxvii) Simple Interest Spread (in the case of Certificates only):	[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]
	(xxx1) Protected Amount (in the case of Certificates only):	[specify]
	(xxx2) Delayed Payment Cut-off Date:	[specify]
	(f) Debt Linked Certificates:	[Applicable/Not applicable]
	(i) Debt Instruments:	[specify]
	(ii) Averaging:	Averaging [applies/does not apply]. [The Averaging Dates are [specify].]
		[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]



	(iii) Valuation Time:	[specify]
	(iv) 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]
	(viii) Exchange Business Day Centre(s):	[specify]
	(g) Fund Linked 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) 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) Fee:	[specify][Not applicable]
	(xvii) Termination Amount:	[Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[As per Conditions]
		<i>(N.B. Principal Protected Termination Amount and Non-Principal Protection Termination Amount are applicable to Certificates only)</i>
	(xviii) Simple Interest Spread (in the case of Certificates only):	[As per Conditions]/[specify]
	(xix) Termination Date:	[specify]
	(xx) Weighting:	The Weighting to be applied to each Fund Share comprising the Fund/Fund Basket is [specify]
	(xxi) Delayed Payment Cut-off Date:	[As per Conditions]/[specify]
	(xxii) Protected Amount (in the case of Certificates only):	[specify] per W&C Security
	(h) [Additional Business Centre(s)]	[●]
	(i) [Instalment Certificates:]	The Certificates [are/are not] Instalment Certificates.
	(i) Instalment Amount(s)	[specify]
	(ii) Instalment Date(s):	[specify]
	(j) Automatic Early Redemption <sup>29</sup> :	[Applicable][Not applicable]  <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Automatic Early Redemption Event:	[["greater than"] ["greater than or equal to"] ["less than"] ["less than or equal to"]]
	(ii) Automatic Early Redemption Payout:	[Short Certificates Automatic Early Redemption Payout] <i>[Insert relevant provisions from the Payout Conditions]</i>

<sup>29</sup> Only applicable in relation to Index Securities, Share Securities and ETI Securities.

		[Out-Performance Certificates Automatic Early Redemption Payout]
		<i>[Insert relevant provisions from the Payout Conditions]</i>
		[Turbo Certificates Automatic Early Redemption Payout]
		<i>[Insert relevant provisions from the Payout Conditions]</i>
		[Short Turbo Certificates Automatic Early Redemption Payout]
		<i>[Insert relevant provisions from the Payout Conditions]</i>
	(iii) Automatic Early Redemption Date(s):	<i>[specify]</i>
	(iv) Observation Price Source:	<i>[specify]</i>
	(v) Underlying Reference Level:	[Official level]/[Official close]/[Bid price]/[Asked price]/Standard Price]
	(vi) Automatic Early Redemption Level:	<i>[specify]</i>
	(vii) AER Rate:	[Applicable][Not applicable] <i>(If applicable, specify for each Automatic Early Redemption Valuation Date)</i>
		[●] per cent. / Screen Rate AER Reference Rate: [●] month [●] [EURIBOR/LIBOR] AER Margin: [●] AER Reference Rate Determination Date: [●] Minimum AER [Reference] Rate: [●] Maximum AER [Reference] Rate: [●] AER Specified Time: [●] AER Screen Page: [●]
	(viii) Automatic Early Redemption Valuation Date(s):	<i>[specify]</i>
	(k) [Issuer Call Option:]	[Applicable/Not applicable] <i>(N.B. Only applicable in the case of listed W&amp;C Securities)</i>
		<i>(N.B. [Always applicable in the case of Rule 144A Global Security.]If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	<i>[specify]</i>

	(ii) Optional Redemption Valuation Date(s):	[specify]
	(iii) Optional Redemption Amount(s):	Final Payout: Listed Securities
	(iv) Notice Period (if different from those set out in the Conditions):	[specify]
	(l) [Holder Put Option:]	[Applicable/Not applicable] <i>(N.B. Only applicable in the case of listed W&amp;C Securities)</i>
		<i>(N.B. If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[specify]
	(ii) Optional Redemption Valuation Date(s):	[specify]
	(iii) Optional Redemption Amount(s):	Final Payout: Listed Securities
	(iv) Notice Period (if different from those set out in the Conditions):	[specify]
	(m) [Strike Date:]	[specify]/[Not applicable]/[see item [●] above]
	(n) [Strike Price:]	[specify] / [see item [●] above] / [Not applicable]
	(o) [Redemption Valuation Date:]	[specify]/[Not applicable]
	(p) [Averaging:]	Averaging [applies/does not apply] to the W&C Securities. [The Averaging Dates are [specify].]
		[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] (as defined in Condition 27) will apply.]
		[In the event of Modified Postponement applying, the Averaging Date will be determined [specify relevant provisions] <i>(N.B. Only applicable in relation to Debt Securities or Fund Securities).</i> ]
	(q) [Observation Dates:]	[specify]/[Not applicable]

		[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] [Observation Day Disruption Consequences are not applicable.]
		[In the event of Modified Postponement applying, the Observation Date will be determined] [specify relevant provisions] ( <i>N.B. Only applicable in relation to Debt Securities or Fund Securities.</i> .)]
	(r) [Observation Period:]	[specify]/[Not applicable]
<b>DISTRIBUTION AND US SALES ELIGIBILITY</b>		
29.	Selling Restrictions:	
	Eligibility for sale of W&C 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	<p>[The W&amp;C Securities are not eligible for sale in the United States.][The W&amp;C Securities are eligible for sale in the United States to persons who are both QIBs and also QPs.]</p> <p>[Where W&amp;C Securities are eligible for sale in the United States, include the following:</p> <p>(i) [The Rule 144A Global Security will be deposited with [a custodian for DTC]/[a common depository on behalf of Clearstream, Luxembourg/Euroclear /other relevant clearing system]];</p> <p>(ii) The W&amp;C Securities may [not] be issued concurrently outside the United States to non-U.S. persons [(such W&amp;C Securities to be represented by a Regulation S Global Security)];</p> <p>(iii) The W&amp;C Securities may [not] be transferred to non-U.S. persons;</p>
30.	Registered broker/dealer:	[BNP Paribas Securities Corp./[Not applicable]]
31.	TEFRA C or TEFRA Not Applicable:	[TEFRA C/TEFRA Not Applicable]
32.	Registered dealer:	[specify]/[Not applicable]
33.	Non-exempt Offer:	<p>[Not applicable] [An offer of the W&amp;C Securities may be made by the Manager(s) [and [specify names of other financial intermediaries receiving consent (specific consent)](the “<b>Authorised Offerors</b>”) [and any additional financial intermediaries who have or obtain the Issuer's consent to use the Base Prospectus in connection with the Non-exempt Offer and who are identified on BNP Paribas's website [at <a href="https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx">https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx</a> as an Authorised Offeror] (together, being persons to whom the Issuer has given consent, the “<b>Authorised Offerors</b>”) other than pursuant to Article 3(2) of the Prospectus Directive in</p>

		<i>[specify relevant Member State(s) - which must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)] (the "Non-exempt Offer Jurisdictions") [during the period from [specify date] until [specify date or a formula such as "the Issue Date" or "the date which falls [●] Business Days thereafter"] (the "Offer Period")]. See further Paragraph 7 of Part B below.</i>
	Other Conditions to consent:	[Not Applicable] <i>[add here any other Conditions to which the consent is subject]</i>
		<i>(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been notified/passported.)</i>

**Responsibility**

The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer (who has taken all reasonable care to ensure that such is the case), the information contained herein is in accordance with the facts and does not omit anything likely to affect the import of such 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 and that, so far as it is aware and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced inaccurate or misleading.]<sup>30</sup>

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

As Issuer:

By: .....

Duly authorised

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<sup>30</sup> Include only if such information has been included.

## PART B – OTHER INFORMATION

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

[The W&C Securities are unlisted.]/[Application has been made to list the W&C Securities on [the Official List of the Luxembourg Stock Exchange/NYSE Euronext Paris] and to admit the W&C Securities for trading on [the Luxembourg Stock Exchange's regulated market/NYSE Euronext Paris].]/[The de-listing of the W&C Securities on the [exchange/regulated market] specified above shall occur on [specify], subject to any change to such [date/period] by such [exchange/regulated 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: [●]]<sup>31</sup>

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

### 2. [Ratings]

Ratings:	[The W&C Securities to be issued [[have been]/[are expected to be]] rated [insert details] by [insert credit rating agency name(s)].]
	[The W&C Securities have not been rated.]
	<i>[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider:]</i>
	[●]
	<i>(The above disclosure should reflect the rating allocated to W&amp;C Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)]</i>
	<p><i>[[Insert credit rating agency] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority.]</i></p> <p><b><i>EITHER</i></b> <i>[[Insert the legal name of the relevant CRA entity] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended). [As such [insert the legal name of the relevant CRA entity] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.]</i></p>

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<sup>31</sup> Delete if minimum denomination is less than EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date) or if the W&C Securities are derivative W&C Securities.

	<p><b>OR</b> <i>[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended)]. [Insert the legal name of the relevant non-EU CRA entity] is therefore not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation]</i></p>
	<p><b>OR</b> <i>[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the <b>CRA Regulation</b>). The ratings have been endorsed by [insert the legal name of the relevant EU-registered CRA entity] in accordance with the CRA Regulation. [Insert the legal name of the relevant EU CRA entity] is established in the European Union and registered under the CRA Regulation[. As such [insert the legal name of the relevant EU CRA entity] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].] The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (delete as appropriate)] which have been endorsed by [insert the legal name of the relevant EU CRA entity that applied for registration] may be used in the EU by the relevant market participants.]</i></p> <p><b>OR</b> <i>[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the <b>CRA Regulation</b>), but it [is]/[has applied to be] certified in accordance with the CRA Regulation[[ <b>[EITHER:]</b> and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation] [ <b>[OR:]</b> although notification of the corresponding certification decision has not yet been provided by the European Securities and Markets Authority and [insert the legal name of the relevant non-EU CRA entity] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]</i></p> <p><b>OR</b> <i>[[Insert the legal name of the relevant CRA entity] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority [ and [insert the legal name of the relevant CRA entity] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation].]</i></p>



	<p><b>OR</b> <i>[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the <b>CRA Regulation</b>). However, the application for registration under the CRA Regulation of [insert the legal name of the relevant EU CRA entity that applied for registration], which is established in the European Union, disclosed the intention to endorse credit ratings of [insert the legal name of the relevant non-EU CRA entity][, although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [insert the legal name of the relevant EU CRA entity] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.] The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (delete as appropriate)] which have been endorsed by [insert the legal name of the relevant EU CRA entity that applied for registration] may be used in the EU by the relevant market participants.]</i></p>
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**3. [Interests of Natural and Legal Persons Involved in the [Issue/Offer]**

[Need to include a description of any interest, including conflicting interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement]:

"Save as discussed[ in the "*Potential Conflicts of Interest*" paragraph in the "*Risk Factors*" in the Base Prospectus], so far as the Issuer is aware, no person involved in the offer of the W&C Securities has an interest material to the offer."

**4. [Reasons for the Offer, Estimated Net Proceeds and Total Expenses]<sup>32</sup>**

(a)	Reasons for the offer:	[●]
		<i>(See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)</i>
(b)	Estimated net proceeds:	[Up to] [●]
		<i>(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)</i>
(c)	Estimated total expenses:	[●] <i>[Include breakdown of expenses]<sup>33</sup></i>

<sup>32</sup> Disclosure in respect of Estimated Net Proceeds and Total Expenses is only required if reasons for the offer are disclosed and the W&C Securities are derivative securities to which Annex XII of the Prospectus Regulation applies.

<sup>33</sup> Not required for debt securities with a denomination per unit of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date).

**5. Performance of Underlying/Formula/Other Variable, Explanation of Effect on Value of Investment and Associated Risks and Other Information concerning the Underlying<sup>34</sup>**

*[Need to include details of where past and further performance and volatility of the index/formula/other variables can be obtained.]<sup>35</sup> [If there is a derivative component in the interest or the W&C Securities are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, an example of how the value of the investment is affected by the value of the underlying may be included.]*

*[Where the underlying is an index need to include the name of the index and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained]*

*[Where the underlying is a security need to include the name of the issuer of the security and the ISIN (International Security Identification Number) or other such security identification code]*

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].

**6. Operational Information**

Relevant Clearing System(s):	[Euroclear and Clearstream, Luxembourg/DTC/other]
	<i>[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]</i>
If other than Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme, include the relevant identification number(s):	[Identification number(s):]
	<i>[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]</i>

**7. [Terms and Conditions of the Non-exempt Offer]**

Offer Period:	<i>[specify]/[Not applicable]</i>
Offer Price:	<i>[Issue Price/Not applicable/specify]</i>
[Conditions to which the offer is subject:]	<i>[Not applicable/give details]</i>

<sup>34</sup> Additional consideration should be given to disclosure in the case of U.S. Certificates.]

<sup>35</sup> Required for derivative W&C Securities

	<p>[The Issuer will in its sole discretion determine the final amount of W&amp;C Securities issued up to a limit of [●]. The final amount that are issued on [●] will be listed on the [Official List of the Luxembourg Stock Exchange/Euronext Paris/[specify other exchange]]. W&amp;C Securities will be allotted subject to availability in the order of receipt of investors' applications. The final amount of the W&amp;C Securities issued will be determined by the Issuer in light of prevailing market conditions, and in its sole and absolute discretion depending on the number of W&amp;C Securities which have been agreed to be purchased as of [●].]</p>
[Description of the application process:]	[Not applicable/give details]
[Details of the minimum and/or maximum amount of application:]	[Not applicable/give details]
[Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:]	[Not applicable/give details]
[Details of the method and time limits for paying up and delivering the W&C Securities:]	[Not applicable/give details]
[Manner in and date on which results of the offer are to be made public:]	[Not applicable/give details]
[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:]	[Not applicable/give details]
[Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made:]	[Not applicable/give details]
[Amount of any expenses and taxes specifically charged to the subscriber or purchaser:]	[Not applicable/give details]

**8. [Placing and Underwriting]<sup>36</sup>**

[Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	[None/give details]
Name and address of the co-ordinator(s) of the global offer and of single parts of the offer: <sup>37</sup>	[●]
Name and address of any paying agents and depository agents in each country (in addition to the Principal Security Agent):	[●]
Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under "best efforts" arrangements: <sup>38</sup>	[●]
When the underwriting agreement has been or will be reached:]	[●]

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<sup>36</sup> To the extent known to the Issuer, of the placers in the various countries where the offer takes place.

<sup>37</sup> Where not all of the issue is underwritten, a statement of the portion not covered.

<sup>38</sup> See "Risk Factors relating to W&C Securities – Potential Conflicts of Interest" in the Base Prospectus for further information.

## TERMS AND CONDITIONS OF THE SECURITIES

*The following is the text of the Terms and Conditions of the W&C Securities which will include the additional terms and conditions contained in Annex 1 in relation to the payouts for the W&C Securities, the additional terms and conditions contained in Annex 2 in the case of Index Securities, the additional terms and conditions contained in Annex 3 in the case of Share Securities, the additional terms and conditions contained in Annex 4 in the case of ETI Securities, the additional terms and conditions contained in Annex 5 in the case of Debt Securities, the additional terms and conditions contained in Annex 6 in the case of Fund Securities, the additional terms and conditions contained in Annex 7 in the case of Market Access Securities or any other Annex (each, an "Annex" and, together the "Annexes") which may be added from time to time, in the case of any other security linked to any other underlying reference (the "Terms and Conditions") which will be incorporated by reference into each Clearing System Global Security or Registered Global Security (each as defined below). The applicable Final Terms (or the relevant provisions thereof) will be attached to each Clearing System Global Security or Registered Global Security, as the case may be.*

For the purposes of W&C Securities which are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive ("**Exempt Securities**"), references in these Terms and Conditions to "Final Terms" shall be deemed to be references to "Pricing Supplement". The expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/43/EU), and includes any relevant implementing measure in the relevant member state of the European Economic Area.

The series of W&C Securities described in the applicable Final Terms (in so far as it relates to such series of W&C Securities) (such W&C Securities being hereinafter referred to as the "**W&C Securities**") are issued by whichever of BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**") or BNP Paribas ("**BNPP**") is specified as the Issuer in the applicable Final Terms (the "**Issuer**") and references to the Issuer shall be construed accordingly. W&C Securities will be either warrants ("**Warrants**") or certificates ("**Certificates**"), as specified in the applicable Final Terms, and references in these Terms and Conditions to "W&C Security", "W&C Securities", "Warrant", "Warrants", "Certificate" and "Certificates" will be construed accordingly.

The W&C Securities are issued pursuant to an Agency Agreement dated 9 June 2015 (as amended and/or supplemented from time to time, the "**Agency Agreement**") between BNPP B.V. as issuer, BNPP as issuer, (where the Issuer is BNPP B.V.) as guarantor (the "**Guarantor**"), BNP Paribas Securities Services S.C.A. in Amsterdam as agent, BNP Paribas Securities Services, Branch in Spain as agent, BNP Paribas Securities Services, Luxembourg Branch as agent (if specified in the applicable Final Terms as Agent in respect of the W&C Securities, the "**Principal Security Agent**"), BNP Paribas Securities Services S.C.A. as agent, BNP Paribas Arbitrage S.N.C. as agent (if specified in the applicable Final Terms as Agent in respect of the W&C Securities, the "**Principal Security Agent**"), The Bank of New York Mellon as New York security agent (the "**New York Security Agent**"), BNP Paribas Securities Services, Milan Branch as agent (each a "**Security Agent**" and collectively, the "**Security Agents**"), BNP Paribas Securities Services, Luxembourg Branch, BNP Paribas Securities Services S.C.A., Frankfurt Branch, BNP Paribas Securities Services, Succursale de Zurich, and BNP Paribas Securities (Japan) Limited as registrar (if specified in the applicable Final Terms as Registrar in respect of the Registered Securities, the "**Registrar**"). The expression "Security Agent" shall include any additional or successor security agent(s) in respect of the W&C Securities.

BNP Paribas or BNP Paribas Arbitrage S.N.C. (as specified in the applicable Final Terms) shall undertake the duties of calculation agent (the "**Calculation Agent**") in respect of the W&C Securities as set out below and in the applicable Final Terms unless another entity is so specified as calculation agent in the applicable Final Terms. The expression "Calculation Agent" shall, in relation to the relevant W&C Securities, include such other specified calculation agent.

The Agency Agreement will be governed by English Law.

The applicable Final Terms for the W&C Securities supplements these Terms and Conditions for the purposes of the W&C Securities. The applicable Final Terms for the W&C Securities will be attached to each Global Security and any Registered Certificates in definitive form.

References herein to the "applicable Final Terms" are to the Final Terms or two or more sets of Final Terms (in the case of any further W&C Securities issued pursuant to Condition 12 and forming a single series with the W&C Securities) (which, for the avoidance of doubt, may be issued in respect of more than one series of W&C Securities) insofar as they relate to the W&C Securities.

Subject as provided in the Guarantee (as defined in Condition 1), where the Issuer is BNPP B.V., the obligations of BNPP B.V. with respect to the payment of amounts payable by BNPP B.V. are guaranteed by BNPP pursuant to the Guarantee. The original of the Guarantee is held by BNP Paribas Securities Services, Luxembourg Branch on behalf of the Holders at its specified office.

Copies of the Agency Agreement, the Guarantee and the applicable Final Terms may be obtained from the specified office of the relevant Security Agent and the Registrar (in the case of Registered Securities), save that if the W&C Securities are unlisted, the applicable Final Terms will only be obtainable by a Holder and such Holder must produce evidence satisfactory to the relevant Security Agent as to identity.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated.

The Holders are entitled to the benefit of and are deemed to have notice of and are bound by all the provisions of the Agency Agreement (insofar as they relate to the W&C Securities) and the applicable Final Terms, which are binding on them.

## 1. DEFINITIONS

For the purposes of these Terms and Conditions, the following general definitions will apply:

"**Actual Exercise Date**" is as defined in Condition 19 and Condition 23.1(a);

"**Additional Disruption Event**" is as defined in Condition 15.1;

"**Adjustment Date**" is as defined in Condition 16(b);

"**AER Averaging Date**" is as defined in Condition 27;

"**AER Rate**" is as defined in Condition 31.7;

"**AER Valuation Period**" is as defined in Condition 27;

"**Affected Item**" is as defined in this Condition 1 under the definition of Strike Date and in Condition 19 (in the case of Warrants) and Condition 27 (in the case of Certificates);

"**Affected Share**" is as defined in Condition 15.2(d);

"**Affiliate**" means in relation to any entity (the "**First Entity**"), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes "**control**" means ownership of a majority of the voting power of an entity;

"**Agency Agreement**" is as defined in paragraph 3 of these Terms and Conditions;

"**American Style Warrants**" is as defined in Condition 21;

"**Annex**" is as defined in paragraph 1 of these Terms and Conditions;

"**Automatic Early Redemption Amount**" is as defined in Condition 31.7;

"**Automatic Early Redemption Date**" is as defined in Condition 31.7;

"**Automatic Early Redemption Event**" is as defined in Condition 31.7;

"**Automatic Early Redemption Level**" is as defined in Condition 31.7;

"**Automatic Early Redemption Valuation Date**" is as defined in Condition 31.7;

"**Automatic Exercise**" is as defined in Condition 21;

"**Averaging**" is as defined in Condition 21 (in the case of Warrants) and Condition 27 (in the case of Certificates);

"**Averaging Date**" is as defined in Condition 19 (in the case of Warrants) and Condition 27 (in the case of Certificates);

"**Basket Company**" is as defined in Condition 15.2(d);

"**Basket of Underlying References**" is as defined in Condition 31.7;

"**Basket Price**" is as defined in Condition 31.7;

"**Business Day**" means a day (other than a Saturday or Sunday) which is:

- (a) a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s); and
- (b) either (A) in relation to any sum payable in a Settlement Currency other than euro or CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Settlement Currency (any such centre, an "**Additional Business Centre**" and which, if the Settlement Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively), (B) for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open (a "**TARGET2 Settlement Day**") or (C) in relation to any sum payable in relation to any sum payable in CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre(s); and
- (c) (i) where the W&C Securities are Clearing System Securities or Registered Certificates, a day on which the relevant Clearing System is open for business or (ii) where the W&C Securities are Registered Warrants, a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Tokyo;

"**Calculation Agent**" is as defined in paragraph 4 of these Terms and Conditions;

"**Call Warrants**" is as defined in Condition 21;

"**Cancellation Event**" is as defined in Condition 15.1;

"**Cash Settlement Amount**" is as defined in Condition 19 (in the case of Warrants) and Condition 27 (in the case of Certificates);

"**Certificates**" is as defined in paragraph 2 of these Terms and Conditions;

"**Change in Law**" is as defined in Condition 15.1;

"**China Connect Eligible Investor**" means an entity outside the PRC that is eligible to participate in Northbound trading;

"**China Connect Event**" is as defined in Condition 15.1;

"**China Connect Service**" means the securities trading and clearing links programme developed by the Exchange, SEHK, CSDCC and HKSCC, through which (i) SEHK and/or its affiliates provides order-routing and other related services for certain eligible securities traded on the Exchange and (ii) CSDCC and HKSCC provides clearing, settlement, depository and other services in relation to such securities;

"**China Connect Service Termination**" is as defined in Condition 15.1;

"**China Connect Share Disqualification**" is as defined in Condition 15.1;"**Chinese QFII**" means an entity outside the People's Republic of China which meets the requirements of the Measures and is approved by the China Securities Regulatory Commission to invest in Chinese securities markets and has obtained the quota from the State Administration of Foreign Exchange ("**Qualified Foreign Institutional Investors**") where "**Measures**" means the Measures on the Administration of Qualified Foreign Institutional Investors Investing in Domestic Securities;

"**Clearing System**" means Clearstream, Luxembourg and/or Euroclear and/or DTC and/or any additional or alternative clearing system approved by the Issuer and the relevant Security Agent(s) from time to time and specified in the applicable Final Terms;

"**Clearing System Certificates**" is as defined in Condition 28;

"**Clearing System Global Certificate**" is as defined in Condition 28;

"**Clearing System Global Security**" means (a) in the case of an issue of Warrants, the Clearing System Global Warrant representing such Warrants and (b) in the case of an issue of Certificates, the Clearing System Global Certificate representing such Certificates;

"**Clearing System Global Warrant**" is as defined in Condition 20;

"**Clearing System Securities**" means (a) in the case of an issue of Warrants, Clearing System Warrants and (b) in the case of an issue of Certificates, Clearing System Certificates;

"**Clearing System Warrants**" is as defined in Condition 20;

"**Clearstream, Luxembourg**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);



"**Common Depository**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**CNY**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**CNY Governmental Authority**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**CNY Illiquidity Event**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**CNY Non-Transferability Event**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**CNY Payment Disruption Cut-off Date**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**CNY Payment Disruption Event**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**CNY Settlement Centre**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**CSDCC**" means China Securities Depository and Clearing Corporation;

"**Currency Event**" is as defined in Condition 15.1;

"**Custodian**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Cut-off Date**" is as defined in Condition 24.7(c);

"**Debt Securities**" is as defined in Condition 2.1;

"**Designated Account**" is as defined in Condition 32;

"**Designated Bank**" is as defined in Condition 32;

"**Dispute**" is as defined in Condition 14(b);

"**Disqualified Transferee**" is as defined in Condition 2.4(a);

"**Distribution Compliance Period**" means the period expiring 40 days after completion of the distribution of the relevant W&C Securities unless a longer period is specified in the applicable Final Terms. In such event, the Final Terms will specify the additional restrictions on transfer and exercise applicable to the W&C Securities;

"**Documents**" is as defined in Condition 13.2(b);

"**DTC**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**due exercise**" is as defined in Condition 23.3;

"**Equivalent Amount**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**Equivalent Amount Settlement Currency**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates; 7

"**Equivalent Amount Settlement Price**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**Equivalent Amount Settlement Price Source**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**Equivalent Amount Settlement Valuation Time**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**Established Rate**" is as defined in Condition 16(b);

"**ETI Securities**" is as defined in Condition 2.1;

"**EURIBOR**" is the Euro interbank offered rate;

"**euro**" is as defined in Condition 16(b);

"**Euroclear**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Euronext Paris**" is as defined in Condition 31.2;

"**European Style Warrants**" is as defined in Condition 21;

"**Exchange Event**" is as defined in Condition 28;

"**Exercisable Certificates**" is as defined in Condition 31.6;

"**exercise**" is as defined in Condition 23.3;

"**Exercise Business Day**" is as defined in Condition 19;

"**Exercise Notice**" is as defined in Condition 24.1 and Condition 24.2;

"**Exercise Notice Delivery Date**" is as defined in Condition 24.7(c);

"**Exercise Price**" is as specified in the applicable Final Terms;

"**Expenses**" is as defined in Condition 11.2;

"**Expiration Date**" is as defined in Condition 19;

"**Final Payout**" is as defined in Annex 1;

"**Force Majeure Event**" is as defined in Condition 15.1;

"**Fund Securities**" is as defined in Condition 2.1;

"**GDR/ADR**" is as defined in Condition 2.1;

"**Global Certificate**" is as defined in Condition 28;

"**Global Security**" means (a) in the case of Warrants, the Global Warrant and (b) in the case of Certificates, the Global Certificate;

"**Global Warrant**" is as defined in Condition 20;

"**Government Authority**" is as defined in Condition 15.1;

"**Guarantee**" means a deed of guarantee dated 5 June 2014 executed by the Guarantor in respect of the W&C Securities;

"**Guarantor**" is as defined in paragraph 3 of these Terms and Conditions;

"**Hedge**" is as defined in Condition 15.1;

"**Hedging Disruption**" is as defined in Condition 15.1;

"**Hedging Shares**" is as defined in Condition 15.1;

"**HKSCC**" means the Hong Kong Securities Clearing Company Limited;

"**Holder**" is as defined in Condition 2.2, Condition 22 (in the case of Registered Warrants) and Condition 30 (in the case of Registered Certificates);

"**holder of Certificates**" is as defined in Condition 30;

"**Holder of W&C Securities**" is as defined in Condition 2.2;

"**Hybrid Securities**" is as defined in Condition 2.1;

"**Increased Cost of Stock Borrow**" is as defined in Condition 15.1;

"**Increased Cost of Hedging**" is as defined in Condition 15.1;

"**Index Securities**" is as defined in Condition 2.1;

"**Indian FPI**" means an institution established or incorporated outside India and registered with the Securities Exchange Board of India under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014 as an institutional investor;

"**Initial Averaging Date**" is as defined in Condition 19 (in the case of Warrants) and Condition 27 (in the case of Certificates);

"**Initial Stock Loan Rate**" is as defined in Condition 15.1;

"**Initial Valuation Period**" is as defined in Condition 19 (in the case of Warrants) and Condition 27 (in the case of Certificates);

"**Insolvency Filing**" is as defined in Condition 15.1;

"**Investor Representation Letter**" is as defined in Condition 2.4;

"**Issuer**" is as defined in paragraph 2 of these Terms and Conditions;

"**Jurisdiction Event**" is as defined in Condition 15.1;

"**Korean Investor ID Holder**" means an entity incorporated outside the Republic of Korea that is holding an investment identity card issued by the Financial Supervisory Service of the Republic of Korea;

"**LIBOR**" is the London interbank offered rate;

"**Local Currency**" is as defined in Condition 15.1;

"**Local Time**" means local time in the city of the relevant Clearing System;

"**Loss of Stock Borrow**" is as defined in Condition 15.1;

"**Luxembourg or Brussels time**" is as defined in Condition 23.3;

"**Maximum Stock Loan Rate**" is as defined in Condition 15.1;

"**Modified Postponement**" is as defined in Condition 27;

"**National Currency Unit**" is as defined in Condition 16(b);

"**New York Security Agent**" is as defined in paragraph 3 of these Terms and Conditions;

"**New York City time**" is as defined in Condition 23.3;

"**Northbound**" denotes the trading of China Connect Securities (as defined in the rules of SEHK) by Hong Kong and international investors through the China Connect Service;

"**Notice Period**" is as defined in Conditions 31.2 and 31.3

"**Observation Date**" is as defined in Condition 19 (in the case of Warrants) and 27 (in the case of Certificates);

"**Observation Period**" is as defined in Condition 19 (in the case of Warrants) and 27 (in the case of Certificates);

"**Observation Price Source**" is as defined in Condition 31.7;

"**Omission**" is as defined in Condition 27;

"**Optional Additional Disruption Event**" is as defined in Condition 15.1;

"**Optional Redemption Amount**" is as defined in Conditions 31.2 and 31.3;

"**Optional Redemption Date**" is as defined in Conditions 31.2 and 31.3;

"**Optional Redemption Valuation Date**" is as defined in Conditions 31.2 and 31.3;

"**Original Currency**" is as defined in Condition 16(a)(ii);

"**Permanent Global Warrant**" is as defined in Condition 20;

"**Postponement**" is as defined in Condition 27;

"**PRC**" means the People's Republic of China (excluding Hong Kong, Macau and Taiwan);

"**Principal Security Agent**" is as defined in paragraph 3 of these Terms and Conditions;

"**Put Notice**" is as defined in Condition 31.3;

"**Put Warrants**" is as defined in Condition 21;

"**Qualified Investor**" means, where the Relevant Jurisdiction is Korea, Taiwan, India, People's Republic of China or Socialist Republic of Vietnam, a Korean Investor ID Holder, a Taiwan FINI, an Indian FPI, a Chinese QFII or a China Connect Eligible Investor and a Vietnamese QI, respectively;

"**QIBs**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Quota**" is as defined in Condition 25.1(b);

"**Record Date**" is as defined in Condition 32;

"**Redemption Date**" is as defined in Condition 31.1;

"**Reference Banks**" is as defined in Condition 27;

"**Register**" is as defined in Condition 22;

"**Registered Certificates**" is as defined in Condition 28;

"**Registered Global Certificate**" is as defined in Condition 28;

"**Registered Global Security**" means (a) in the case of an issue of Warrants, a Registered Global Warrant and (b) in the case of an issue of Certificates, a Registered Global Certificate;

"**Registered Global Warrant**" is as defined in Condition 20;

"**Registered Securities**" means (a) in the case of an issue of Warrants, Registered Warrants and (b) in the case of an issue of Certificates, Registered Certificates;

"**Registered Warrants**" is as defined in Condition 20;

"**Registrar**" is as defined in paragraph 3 of these Terms and Conditions;

"**Regulation S**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Regulation S Global Certificate**" is as defined in Condition 28;

"**Regulation S Global Security**" means (a) in the case of an issue of Warrants, a Regulation S Global Warrant and (b) in the case of an issue of Certificates, a Regulation S Global Certificate;

"**Regulation S Global Warrant**" is as defined in Condition 20;

"**Related Expenses**" is as defined in Condition 11.2;

"**Relevant Adjustment Provisions**" is as defined in Condition 31.7;

"**Relevant CNY Amount**" is as defined in Condition 19 (*Definitions (Warrants)*) with respect to Warrants and Condition 32 (*Payments (Certificates)*) with respect to Certificates;

"**Relevant Jurisdiction**" means the country in which (as the case may be) the Shares, the Shares relating to the depositary receipts, the ETI Interests, the Debt Instruments, the Fund or the Fund Units

are issued (or in which the issuer of such Shares, ETI Interests, Debt Instruments or Fund Units is incorporated) or the Index is based, as specified in the applicable Final Terms;

"**Rule 144A**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Rule 144A Certificates**" is as defined in Condition 28;

"**Rule 144A Global Certificate**" is as defined in Condition 28;

"**Rule 144A Global Security**" means (a) in the case of an issue of Rule 144A Warrants, the Rule 144A Global Warrant representing such Rule 144A Warrants and (b) in the case of an issue of Rule 144A Certificates, the Rule 144A Global Certificate representing such Rule 144A Certificates;

"**Rule 144A Global Warrant**" is as defined in Condition 20;

"**Rule 144A Warrants**" is as defined in Condition 20;

"**Scheduled Averaging Date**" is as defined in Condition 19 (in the case of Warrants) and Condition 27 (in the case of Certificates);

"**Scheduled Closing Time**" means, in respect of an Exchange, a Related Exchange or the China Connect Service and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange, Related Exchange or the China Connect Service on such Scheduled Trading Day, without regard (in the case of any Exchange or Related Exchange) to after hours or any other trading outside of the regular trading session hours or (in the case of the China Connect Service) any after hours or any other order-routing outside of the regular order-routing session hours subject, in respect of Index Securities, to subparagraphs (b) and (c) of the definition of Valuation Time;

"**Scheduled Strike Date**" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date;

"**Scheduled Valuation Date**" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date;

"**Securities Act**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Security Agent**" and "**Security Agents**" are as defined in paragraph 3 of these Terms and Conditions;

"**Security Expenses**" is as defined in Condition 11.1 and Condition 24.2(iv);

"**SEHK**" means The Stock Exchange of Hong Kong Limited;

"**Settlement Date**" is as defined in Condition 19;

"**Share**" is as defined in Condition 15.2(d);

"**Share Securities**" is as defined in Condition 2.1;

"**Specified Maximum Days of Disruption**" means eight Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms;

"**Stop-Loss Event**" is as defined in Condition 15.1;

**"Strike Date"** means, in the case of Index Securities, Share Securities or ETI Securities, the Strike Date specified in the applicable Final Terms, or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) where the W&C Securities are Index Securities relating to a single Index, Share Securities relating to a single Share or ETI Securities relating to a single ETI Interest, the Strike Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the relevant level or price:
  - (i) in the case of Index Securities, by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or
  - (ii) in the case of Share Securities or ETI Securities, in accordance with its good faith estimate of the relevant price as of the Valuation Time on the last such consecutive Scheduled Trading Day; or
- (b) where the W&C Securities are Index Securities relating to a Basket of Indices, Share Securities relating to a Basket of Shares or ETI Securities relating to a Basket of ETI Interests, the Strike Date for each Index, Share or, ETI Interest, as the case may be, not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date and the Strike Date for each Index, ETI Interest or Share affected, as the case may be (each an "**Affected Item**"), by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to the Affected Item:
  - (i) in the case of an Index, the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

- (ii) in the case of a Share or ETI Interest, its good faith estimate of the price for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day;

"**Strike Price**" is as defined in Condition 27;

"**Substitute**" is as defined in Condition 13.1;

"**Substitute Guarantee**" is as defined in Condition 13.2(b);

"**Substitute Guarantor**" is as defined in Condition 13.2;

"**Substitute Share**" is as defined in Condition 15.2(d);

"**Substitution Date**" is as defined in Condition 15.2(d);

"**sub-unit**" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent;

"**Successor Index**" is as defined in Condition 3.1 of Annex 2;

"**Taiwan FINI**" means an entity incorporated outside Taiwan with Foreign Institutional Investor (FINI) status in Taiwan or with FINI sub-account status in Taiwan;

"**Taxes**" is as defined in Condition 11.2;

"**Transfer Certificate**" is as defined in Condition 22;

"**Treaty**" is as defined in Condition 16(b);

"**Underlying Reference**" is as defined in Condition 31.7;

"**Underlying Reference Level**" is as defined in Condition 31.7;

"**Underlying Share**" is as defined in Condition 2.1;

"**Units**" is as defined in Condition 21;

"**U.S. Certificates**" is as defined in Condition 28;

"**U.S. Securities**" means (a) in the case of an issue of Warrants, U.S. Warrants and (b) in the case of an issue of Certificates, U.S. Certificates;

"**U.S. Warrants**" is as defined in Condition 20;

"**Valid Date**" is as defined in Condition 19 (in the case of Warrants) and Condition 27 (in the case of Certificates);

"**Valuation Date**" is as defined in Condition 19 (in the case of Warrants) and Condition 27 (in the case of Certificates);

"**Valuation Time**" is as defined in Condition 19 (in the case of Warrants) and Condition 27 (in the case of Certificates); and



"**Vietnamese QI**" means a corporation that both (a) incorporated outside the Socialist Republic of Vietnam and (b) does not have any permanent establishment in the Socialist Republic of Vietnam; and

"**Warrants**" is as defined in paragraph 2 of these Terms and Conditions.

"**W&C Securities**" is as defined in paragraph 2 of these Terms and Conditions;

## 2. TYPE, TITLE AND TRANSFER

### 2.1 Type

The W&C Securities relate to a specified index or basket of indices ("**Index Securities**"), a specified share or basket of shares, or a specified depositary receipt (a "**GDR/ADR**") referencing a share (an "**Underlying Share**") or basket of GDRs and/or ADRs ("**Share Securities**"), a specified interest in an exchange traded fund, an exchange traded note, an exchange traded commodity or any other exchange traded product (each an "**exchange traded instrument**") or basket of interests in exchange traded instruments ("**ETI Securities**"), a specified debt instrument or basket of debt instruments ("**Debt Securities**"), a specified fund share or unit or basket of fund shares or units ("**Fund Securities**") and/or W&C Securities which relate to any combination of such indices, shares, interests in exchange traded instruments, debt instruments, fund shares or units and other asset classes or types ("**Hybrid Securities**").

W&C Securities related to a specified interest in an exchange traded instrument or basket of interests in exchange traded instruments, a specified fund share or unit or basket of fund shares or units or Hybrid Securities related to any of these asset classes, may not at any time be offered, sold, resold, held, traded, pledged, exercised (in the case of Warrants), settled or redeemed (in the case of Certificates), transferred or delivered, directly or indirectly, in the United States or to, by or for the account or benefit of, persons that are (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission ("**CFTC**"); or (iv) any other "U.S. person" as such term may be defined in Regulation S or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**"), unless expressly provided for pursuant to any applicable U.S. wrapper to the Base Prospectus. Any such applicable U.S. wrapper to the Base Prospectus may restrict the types of W&C Securities that can be offered, sold, resold, held, traded, pledged, exercised, redeemed, transferred or delivered and the terms of such W&C Securities.

If Averaging is specified as applying in the applicable Final Terms, the applicable Final Terms will state the relevant Averaging Dates and, if an Averaging Date is a Disrupted Day, whether Omission, Postponement or Modified Postponement (each as defined in Condition 19 in the case of Warrants or Condition 27 in the case of Certificates) applies.

### 2.2 Title to W&C Securities other than Registered Securities

In the case of W&C Securities represented by a Clearing System Global Security held by a Common Depositary on behalf of a relevant Clearing System or held by a relevant Clearing System, each person who is for the time being shown in the records of the relevant Clearing System as the holder of a particular amount of such W&C Securities (in which regard any certificate or other document issued by the relevant Clearing System shall be conclusive and binding for all purposes save in the case of manifest error) shall (except as otherwise required by law) be treated by the Issuer, the Guarantor, if

any, and the relevant Security Agent as the holder of such amount of W&C Securities for all purposes (and the expressions "**Holder**" and "**Holder of W&C Securities**" and related expressions shall be construed accordingly).

In the case of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, the Rule 144A Global Security will be registered in the name of Cede & Co., as nominee of DTC, but this does not confer any rights or benefits on Cede & Co. or any other nominee of DTC in whose name a Rule 144A Global Security may be registered. Transfers of such Rule 144A Global Security by such nominee of DTC shall be limited to transfers of such Rule 144A Global Security, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee. Rights conferred by the Rule 144A Global Security are only enforceable by the Holders (as defined below) as provided therein. Subject as set forth in Condition 2.4 below, each person who is for the time being shown in the records of DTC as the Holder of a particular number (in the case of Warrants) or amount (in the case of Certificates) of W&C Securities shall (except as otherwise required by law) be treated by the Issuer and the New York Security Agent as the Holder of such number or amount, as the case may be, of W&C Securities for all purposes (and the expressions "**Holder of W&C Securities**" and related expressions shall be construed accordingly).

### 2.3 Title to Registered Securities

Provisions relating to title to Registered Warrants are set out in Condition 22.

Provisions relating to title to Registered Certificates are set out in Condition 30.

### 2.4 Transfers of Interests in Clearing System Securities

Transfers of Warrants may not be effected after the exercise of such Warrants pursuant to Condition 24.

Transfers of Certificates may not be effected after the redemption of such Certificates pursuant to Condition 31.

Subject as set forth in this Condition, all transactions (including permitted transfers of W&C Securities) in the open market or otherwise must be effected, in the case of W&C Securities represented by a Clearing System Global Security held by a Common Depositary on behalf of Clearstream, Luxembourg or Euroclear and/or any other relevant Clearing System, through an account at Clearstream, Luxembourg or Euroclear, as the case may be, and/or any other relevant Clearing System, or in the case of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, through a direct or indirect participant of DTC, subject to and in accordance with the rules and procedures for the time being of the relevant Clearing System(s).

Any reference herein to Clearstream, Luxembourg and/or Euroclear and/or DTC and/or any other relevant Clearing System shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Principal Security Agent from time to time and notified to the Holders in accordance with Condition 10.

(a) Transfers of W&C Securities to a person who takes delivery in the form of W&C Securities represented by a Regulation S Global Security or Rule 144A Global Security may be made only in accordance with the following provisions:

(i) (A) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Regulation S Global Security, from a Holder of

W&C Securities represented by a Regulation S Global Security, to a non-U.S. person in an offshore transaction pursuant to Regulation S and CFTC regulations and guidance;

- (B) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Rule 144A Global Security, from a Holder of W&C Securities represented by a Regulation S Global Security, only upon certification (in the form from time to time available from any Security Agent) to the New York Security Agent by the transferor thereof that such transfer is being made to a person whom the transferor reasonably believes is a QIB and a QP;
  - (C) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Rule 144A Global Security, from a Holder of W&C Securities represented by a Rule 144A Global Security, in a transaction meeting the requirements of Rule 144A and in accordance with paragraph (b) below;
  - (D) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Regulation S Global Security, from a Holder of W&C Securities represented by a Rule 144A Global Security, upon certification (in the form from time to time available from any Security Agent) to the Principal Security Agent by the transferor thereof that such transfer is being made to a non-U.S. person in an offshore transaction pursuant to Regulation S and CFTC regulations and guidance; and
  - (E) in each case, in accordance with any applicable rules and regulations of the Principal Security Agent, the New York Security Agent, the relevant Clearing System and/or as specified in the applicable Final Terms.
- (ii) The Holder must send:
- (A) in the case of transfers of W&C Securities represented by a Regulation S Global Security or Rule 144A Global Security held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, a free of payment instruction to Clearstream, Luxembourg or Euroclear and/or any other relevant Clearing System, as the case may be, not later than 10.00 a.m. local time in the city of the relevant Clearing System, one Business Day in the city of the relevant Clearing System prior to the date on which the transfer is to take effect; and
  - (B) in the case of transfers of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, a free of payment instruction to DTC, not later than 5.00 p.m. New York City time, at least two Business Days in New York prior to the date on which the transfer is to take effect.

Separate payment arrangements are required to be made between the transferor and the transferee.

- (iii) On the transfer date:
  - (A) in the case of transfers of W&C Securities represented by a Regulation S Global Security or a Rule 144A Global Security, the relevant Clearing System will debit the account of its participant; and
  - (B) the relevant Clearing System or the Holder, as the case may be, will instruct (I) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Regulation S Global Security or a Rule 144A Global Security held by a Common Depository on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, the Principal Security Agent to instruct Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, as the case may be, to credit the relevant account of the relevant Clearing System participant, and (II) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, (a) the New York Security Agent (in the case of transfers of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC) to credit the relevant account of the DTC participant, or (b) the Principal Security Agent (in the case of transfers of W&C Securities represented by a Regulation S Global Security or a Rule 144A Global Security held by a Common Depository on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System) to instruct DTC to credit the relevant account of the relevant Clearing System at DTC and thereafter DTC will debit such account of the relevant Clearing System, and will credit the relevant account of the DTC participant.
- (iv) Upon any such transfers, on the transfer date:
  - (A) the Principal Security Agent, in the case of transfers to and/or from a person who takes delivery in the form of W&C Securities represented by a Regulation S Global Security or a Rule 144A Global Security held by a Common Depository on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, will increase or decrease, if appropriate, the number of W&C Securities represented by such Regulation S Global Security or Rule 144A Global Security, whereupon the number of W&C Securities represented by such Regulation S Global Security or Rule 144A Global Security, as the case may be, shall be increased or decreased, if appropriate, for all purposes by the number so transferred and endorsed; or
  - (B) the New York Security Agent, in the case of transfers to and/or from a person who takes delivery in the form of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, will increase or decrease, if appropriate, the number of W&C Securities represented by such Rule 144A Global Security, whereupon the number of W&C Securities represented by such Rule 144A Global Security shall be increased or decreased, if appropriate, for all purposes by the number so transferred and endorsed.

- (v) On the transfer date, in the case of transfers of W&C Securities represented by a Clearing System Global Security, the relevant Clearing System will debit the account of its participant.
- (vi) Upon any such transfer, on the transfer date:
  - (A) the Principal Security Agent will, in the case of transfers of W&C Securities represented by a Regulation S Global Security or Rule 144A Global Security held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, decrease the number of W&C Securities represented by such Regulation S Global Security or Rule 144A Global Security, if appropriate, whereupon the number of W&C Securities represented by such Regulation S Global Security or Rule 144A Global Security shall, if appropriate, be reduced for all purposes by the number so transferred or exchanged and endorsed; or
  - (B) the New York Security Agent will, in the case of transfers of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, decrease the number of W&C Securities represented by such Rule 144A Global Security, if appropriate, whereupon the number of W&C Securities represented by such Rule 144A Global Security shall, if appropriate, be decreased for all purposes by the number so transferred and endorsed.

If (i) the Principal Security Agent (in relation to Regulation S Global Securities or Rule 144A Global Securities held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System) or (ii) the New York Security Agent (in relation to Rule 144A Global Securities held by a Custodian on behalf of DTC) subsequently determines or is subsequently notified by the Guarantor (if applicable) that the Holder of any interest in any W&C Security was in breach, at the time given, of any representation or agreement given by such Holder or (iii) a transfer or attempted transfer of any interest in any W&C Security was consummated that did not comply with the transfer restrictions set forth in this Condition 2.4, the purported transfer shall be absolutely null and void *ab initio* and shall vest no rights in the purported transferee (such purported transferee, a "**Disqualified Transferee**") and the last preceding Holder of such interest that was not a Disqualified Transferee shall be restored to all rights as a Holder thereof retroactively to the date of transfer of such interest by such Holder.

- (b) In the case of transfers of W&C Securities to a person who takes delivery in the form of W&C Securities represented by a Rule 144A Global Security, the transferor shall have agreed in a duly executed investor representation letter in the form set out in the Agency Agreement (an "**Investor Representation Letter**") to certain restrictions on transfer and, the transfer shall be subject to the delivery of a duly executed Investor Representation Letter from the relevant transferee to the Issuer. Any attempted transfer that is not in accordance with the procedures set forth in the transferor's Investor Representation Letter and with any procedures set forth in any applicable U.S. wrapper to the Base Prospectus shall not be valid or binding on BNPP or BNPP B.V.

## 2.5 Transfer of Registered Securities

Provisions relating to the transfer of Registered Warrants are set out in Condition 22.

Provisions relating to the transfer of Registered Certificates are set out in Condition 30.

### **3. STATUS OF THE W&C SECURITIES AND GUARANTEE**

The W&C Securities are unsubordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves.

The Guarantee is an unsubordinated and unsecured obligation of the Guarantor and will rank *pari passu* with all its other present and future unsubordinated and unsecured obligations subject to such exceptions as may from time to time be mandatory under French law.

### **4. GUARANTEE**

Where the Issuer is BNPP B.V., subject as provided below and in the Guarantee, the Guarantor has unconditionally and irrevocably (a) guaranteed to each Holder all obligations of the Issuer in respect of such Holder's W&C Securities as and when such obligations become due and (b) agreed that if and each time that the Issuer fails to satisfy any obligations under such W&C Securities as and when such obligations become due, the Guarantor will after a demand has been made on the Guarantor pursuant thereto (without requiring the relevant Holder first to take steps against the Issuer or any other person) make or cause to be made such payment or satisfy or cause to be satisfied such obligations as though the Guarantor were the principal obligor in respect of such obligations.

### **5. GENERAL**

None of the Issuers, the Guarantor (if applicable), the Calculation Agent and any Security Agent shall have any responsibility for any errors or omissions in the calculation of any Cash Settlement Amount.

### **6. ILLEGALITY AND FORCE MAJEURE**

#### **6.1 Illegality**

If the Issuer determines that the performance of its obligations under the W&C Securities has become illegal in whole or in part for any reason, the Issuer may, in the case of Warrants, cancel, or in the case of Certificates, redeem all but not some only of the W&C Securities by giving notice to Holders in accordance with Condition 10.

If the Issuer cancels or redeems, as the case may be, the W&C Securities then the Issuer will, if and to the extent permitted by applicable law, and except as may be limited in the case of U.S. Securities, pay an amount to each Holder in respect of each Security, or in the case of Warrants, if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Holder, which amount shall be equal to the fair market value of a W&C Security or Unit, as the case may be, notwithstanding such illegality less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements plus, in the case of Warrants, if applicable and if already paid by or on behalf of the Holder, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payment will be made in such manner as shall be notified to the Holders in accordance with Condition 10.

Should any one or more of the provisions contained in these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not in any way be affected thereby.

## 6.2 Force Majeure

If the Issuer determines that by reason of a Force Majeure Event (as defined in Condition 15.1) occurring after the Trade Date it becomes impossible or impracticable to perform in whole or in part its obligations under the W&C Securities and/or any related hedging arrangements, the Issuer may, in the case of Warrants, cancel, or in the case of Certificates, redeem the W&C Securities by giving notice to Holders in accordance with Condition 10.

If the Issuer cancels or redeems, as the case may be, the W&C Securities then the Issuer will, if and to the extent possible or practicable, pay an amount (if any) to each Holder in respect of each Security, or in the case of Warrants, if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Holder, which amount shall be equal to the fair market value (if any) of a W&C Security or Unit, as the case may be, taking into account such Force Majeure Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements plus, in the case of Warrants, if applicable and if already paid by or on behalf of the Holder, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Any payment will be made in such manner as shall be notified to the Holders in accordance with Condition 10.

## 7. PURCHASES

The Issuer may, but is not obliged to, at any time purchase W&C Securities at any price in the open market or by tender or private treaty. Any W&C Securities so purchased may be held or resold or surrendered for cancellation, provided however, that W&C Securities so purchased may only be resold pursuant to an exemption from the registration requirements of the Securities Act provided by Rule 144A, Regulation S or otherwise thereunder.

## 8. SECURITY AGENTS, REGISTRAR, DETERMINATIONS, MEETINGS PROVISIONS AND MODIFICATIONS

### 8.1 Security Agents and Registrar

The specified offices of each of the Security Agents and the Registrar are as set out at the end of these Terms and Conditions.

Each of the Issuer and the Guarantor, if any, reserves the right at any time to vary or terminate the appointment of any Security Agent or the Registrar and to appoint further or additional Security Agents or a further or additional Registrar, provided that no termination of appointment of the Security Agent or the Registrar, as the case may be, shall become effective until a replacement Security Agent or a replacement Registrar, as the case may be, shall have been appointed and provided that, so long as any of the W&C Securities are listed on a stock exchange or are admitted to trading by another relevant authority, there shall be a Security Agent having a specified office in each location required by the rules and regulations of the relevant stock exchange or other relevant authority and, if the W&C Securities are Registered Securities, there shall be a Registrar. So long as any of the W&C Securities are represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, there shall be a New York Security Agent. Notice of any termination of appointment and of any changes in the specified office of any of the Security Agents or the Registrar will be given to Holders in accordance with Condition 10. In acting under the Agency Agreement, the Security Agent and the Registrar act solely as agents of the Issuer and the Guarantor, if any, and do not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders and any determinations and calculations made in respect of the W&C Securities by the Security Agent or the Registrar shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor, if any, and the respective Holders.

## 8.2 Calculation Agent

In relation to each issue of W&C Securities, the Calculation Agent (whether it be BNP Paribas, BNP Paribas Arbitrage S.N.C. or another entity) acts solely as agent of the Issuer and the Guarantor, if any, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. All calculations and determinations made in respect of the W&C Securities by the Calculation Agent shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor, if any, and the Holders. Because the Calculation Agent may be an Affiliate of the Issuer, potential conflicts of interest may exist between the Calculation Agent and the Holders, including with respect to certain determinations and judgments that the Calculation Agent must make.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

## 8.3 Determinations by the Issuer and the Guarantor

Any determination made by the Issuer or the Guarantor, if any, pursuant to these Terms and Conditions shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor, if any, and the Holders.

## 8.4 Meetings of Holders

The Agency Agreement contains provisions for convening meetings of the Holders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of the Terms and Conditions or the Agency Agreement. At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the date, time and place of the meeting shall be given to Holders. Such a meeting may be convened by the Issuer, the Guarantor, if any, or Holders holding not less than 5 per cent. (by number) of the W&C Securities for the time being, in the case of Warrants, remaining unexercised or, in the case of Certificates, outstanding. The quorum at a meeting of the Holders (except for the purpose of passing an Extraordinary Resolution) will be two or more persons holding or representing not less than 20 per cent. (by number) of W&C Securities, in the case of Warrants, for the time being remaining unexercised or, in the case of Certificates, outstanding, or at any adjourned meeting two or more persons being or representing Holders whatever the number of W&C Securities so held or represented. The quorum at a meeting of Holders for the purpose of passing an Extraordinary Resolution will be two or more persons holding or representing not less than 50 per cent. (by number) of the W&C Securities, in the case of Warrants, for the time being remaining unexercised or, in the case of Certificates, outstanding, or at any adjourned meeting two or more persons being holding or representing not less than 10 per cent. (by number) of the W&C Securities for the time being remaining unexercised or outstanding, as the case may be. A resolution will be an Extraordinary Resolution when it has been passed at a duly convened meeting by not less than three fourths of the votes cast by Holders at such meeting who, being entitled to do so, vote in person or by proxy. An Extraordinary Resolution passed at any meeting of the Holders shall be binding on all the Holders, whether or not they are present at the meeting, except, in the case of Warrants, for those Warrants remaining unexercised but for which an Exercise Notice shall have been received as described in Condition 24 prior to the date of the meeting. Warrants which have not been exercised but in respect of which an Exercise Notice has been received as described in Condition 24 will not confer the right to attend or vote at, or join in convening, or be counted in the quorum for, any meeting of the Holders. Resolutions can be passed in writing if passed unanimously.



## 8.5 Modifications

The Issuer may modify these Terms and Conditions and/or the Agency Agreement without the consent of the Holders in any manner which the Issuer may deem necessary or desirable provided that such modification is not materially prejudicial to the interests of the Holders or such modification is of a formal, minor or technical nature or to cure, correct or supplement a manifest or proven error or to cure, correct or supplement any defective provision contained herein and/or therein or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated. Notice of any such modification will be given to the Holders in accordance with Condition 10 but failure to give, or non-receipt of, such notice will not affect the validity of any such modification.

## 9. *[Intentionally left blank.]*

## 10. NOTICES

All notices to Holders shall be valid if:

- (a)
  - (i) in the case of Clearing System Securities (other than W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC) and Registered Certificates represented by a Registered Global Certificate, delivered to the relevant Clearing System for communication by them to the Holders;
  - (ii) in the case of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, to DTC for communication by it to the Holders and any such notices shall be conclusively presumed to have been received by the Holders; or
  - (iii) in the case of Registered Warrants or Registered Certificates in definitive form, mailed to their registered addresses appearing in the Register; and
- (b) for so long as the W&C Securities are listed on a stock exchange or are admitted to trading by another relevant authority, in accordance with the rules and regulations of the relevant stock exchange or other relevant authority. If the W&C Securities are listed and admitted to trading on the Official List of the Luxembourg Stock Exchange, and so long as the rules of the Luxembourg Stock Exchange so require, notices shall be made available on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). Any such notice shall be deemed to have been given on the second Business Day following such delivery or, if earlier, the date of such publication or, if published more than once, on the date of the first such publication.

## 11. EXPENSES AND TAXATION

- 11.1 A Holder must pay all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the exercise and settlement (in the case of Warrants or Exercisable Certificates) or redemption (in the case of Certificates) of the W&C Securities ("**Security Expenses**") relating to such W&C Securities as provided above.
- 11.2 The Issuer shall deduct from amounts payable to Holders all Related Expenses, not previously deducted from amounts paid to Holders, as the Calculation Agent shall in its sole and absolute discretion determine are attributable to the W&C Securities.

For the avoidance of doubt, the Issuer shall not be liable for any Related Expenses and Holders shall be liable to pay the Related Expenses attributable to their W&C Securities.

"**Expenses**" means Security Expenses and any Related Expenses.

"**Related Expenses**" means (a) all present, future, prospective, contingent or anticipated Taxes which are (or may be) or were (or may have been) withheld or payable under the laws, regulations or administrative practices of any state (or any political sub-division or authority thereof or therein) and (b) any other present, future, or contingent expenses (including without limitation, any applicable depositary charges, transaction charges, issue registration, securities transfer or other expenses) which are (or may be) or were (or may have been) payable, in each case in respect of or in connection with:

- (a) the issue, transfer or enforcement of the W&C Securities;
- (b) any payment to Holders;
- (c) a person or its agent's assets or any rights, distributions of dividends appertaining to such assets (had such an investor (or agent) purchased, owned, held, realised, sold or otherwise disposed of assets) in such a number as the Calculation Agent, in its sole and absolute discretion, may determine to be appropriate as a hedge or related trading position in connection with the W&C Securities; or
- (d) any of the Issuer's (or any Affiliates') other hedging arrangements in connection with the W&C Securities.

"**Taxes**" means taxes, levies, imposts, duties, deductions, withholdings, assessments or other charges (including any stamp, registration or transfer tax, duty or other charge or tax on income, payments (or delivery of assets), profits or capital gains) together with any interest, additions to tax or penalties.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto, (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.

## 12. **FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of Holders to create and issue further W&C Securities so as to be consolidated with and form a single series with the outstanding W&C Securities.

## 13. **SUBSTITUTION OF THE ISSUER OR THE GUARANTOR**

### 13.1 W&C Securities issued by BNPP or BNPP B.V.

Except in the case of U.S. Securities, the Issuer, or any previous substituted company may, at any time, without the consent of the Holders, substitute for itself as principal obligor under the W&C Securities any company (the "**Substitute**"), being the Issuer or any other company, subject to:

- (a) where the Issuer is BNPP B.V. and the Substitute is not BNPP, BNPP unconditionally and irrevocably guaranteeing in favour of each Holder the performance of all obligations by the Substitute under the W&C Securities;

- (b) all actions, conditions and things required to be taken, fulfilled and done to ensure that the W&C Securities represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and being in full force and effect;
- (c) the Substitute becoming party to the Agency Agreement (unless the Substitute is already a party to the Agency Agreement) with any appropriate consequential amendments, as if it had been an original party to it;
- (d) each stock exchange on which the W&C Securities are listed having confirmed that, following the proposed substitution of the Substitute, the W&C Securities will continue to be listed on such stock exchange;
- (e) if appropriate, the Substitute having appointed a process agent as its agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the W&C Securities; and
- (f) the Issuer having given at least 30 days' prior notice of the date of such substitution to the Holders in accordance with Condition 10.

### 13.2 W&C Securities issued by BNPP B.V.

Except in the case of U.S. Securities, where the Issuer is BNPP B.V., BNPP or any previous substituted company may, at any time, without the consent of the Holders, substitute for itself as guarantor in respect of the W&C Securities any company (the "**Substitute Guarantor**"), being BNPP or any other company, subject to:

- (a) the creditworthiness of the Substitute Guarantor at such time being at least equal to the creditworthiness of BNPP (or of any previous substitute under this Condition), as determined by the Calculation Agent in its sole and absolute discretion by reference to, *inter alia*, the long term senior debt ratings (if any) assigned by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and/or Moody's Investors Service Ltd. and/or Fitch Ratings Limited, or any successor rating agency or agencies thereto, or such other rating agency as the Calculation Agent determines to the Substitute Guarantor or, as the case may be, to BNPP (or to any previous substitute under this Condition);
- (b) the Substitute Guarantor having entered into a guarantee (the "**Substitute Guarantee**") in respect of the W&C Securities in substantially the same form as the Guarantee and such other documents (if any) as may be necessary to give full effect to the substitution (the "**Documents**") and (without limiting the generality of the foregoing) pursuant to which the Substitute Guarantor shall undertake in favour of each Holder to be bound by these Terms and Conditions and the provisions of the Agency Agreement as fully as if the Substitute Guarantor had been named in these Terms and Conditions, the Documents and the Agency Agreement as the guarantor in respect of the W&C Securities in place of BNPP (or of any previous substitute under this Condition);
- (c) the Substitute Guarantee and the Documents having been delivered to BNP Paribas Securities Services, Luxembourg Branch to be held by BNP Paribas Securities Services, Luxembourg Branch for so long as any W&C Securities remain, in the case of Warrants, unexercised or, in the case of Certificates, outstanding and for so long as any claim made against the Substitute Guarantor or the Issuer by any Holder in relation to the W&C Securities, the Substitute Guarantee or the Documents shall not have been finally adjudicated, settled or discharged;

- (d) each stock exchange on which the W&C Securities are listed having confirmed that following the proposed substitution of the Substitute Guarantor (or of any previous substitute under this Condition) it will continue to list the W&C Securities;
- (e) if appropriate, the Substitute Guarantor having appointed a process agent as its agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the W&C Securities or the Substitute Guarantee; and
- (f) BNPP (or any previous substitute under this Condition) having given at least 30 days' prior notice of the date of such substitution to the Holders in accordance with Condition 10.

#### 14. GOVERNING LAW

- (a) The courts of England shall have jurisdiction to settle all disputes which may, directly or indirectly, arise out of or in connection with the W&C Securities, the Agency Agreement and the Guarantee and any non-contractual obligations arising out of or in connection with the W&C Securities, the Agency Agreement and the Guarantee (a "**Dispute**") and each of the Issuer and the Guarantor submits and each Holder (by its acquisition of a Security) is deemed to submit to the jurisdiction of the English courts. For the purposes of this Condition, each of the Issuer and the Guarantor waives and each Holder (by its acquisition of a Security) is deemed to waive any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (b) The courts of England shall have jurisdiction to settle all disputes that may, directly or indirectly, arise out of or in connection with the W&C Securities, the Agency Agreement and the Guarantee (including any disputes relating to any non-contractual obligations arising out of or in connection with the W&C Securities, the Agency Agreement and the Guarantee).
- (c) Each Issuer and the Guarantor hereby appoints BNP Paribas, London branch, currently of 10 Harewood Avenue, London NW1 6AA (Attention: the Loan Administration Department), as its or their agent in England to receive service of process in any Dispute in England relating to the W&C Securities and the Guarantee. If for any reason such process agent ceases to act as such or no longer has an address in England, each of the Issuer and the Guarantor agrees to appoint a substitute process agent and to notify the Holders W&C Securities of such appointment. Nothing in these provisions shall affect the right to serve process in any other manner permitted by law.

#### 15. ADDITIONAL DISRUPTION EVENTS AND OPTIONAL ADDITIONAL DISRUPTION EVENTS

The Additional Disruption Events and any Optional Additional Disruption Events shall not apply to any U.S. Securities.

- 15.1 In respect of Debt Securities any reference in this Condition 15 to "Share" and "Share Company" shall be deemed to be references to "Debt Instruments" and "Debt Instrument Issuer" respectively in respect of such Debt Securities.

"**Additional Disruption Event**" means each of Change in Law and Hedging Disruption, unless specified otherwise in the applicable Final Terms;

"**Cancellation Event**" means, that in the determination of the Calculation Agent, all or some of the Debt Instruments are redeemed prior to their stated maturity date for any reason, and as a result thereof

it is impossible, impracticable or unduly onerous for the Issuer or its Affiliates to hedge the Issuer's obligations in respect of the W&C Securities;

**"Change in Law"** means that, on or after the Trade Date (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, in respect of any tax law, solvency or capital requirements), or (b) due to the promulgation of or any change in the interpretation or application of any law or regulation by any court, tribunal or regulatory or other supervisory authority with competent jurisdiction (including any action taken by a taxing or financial authority or any supervisory authority) or the combined effect thereof if occurring more than once, the Issuer determines in its sole and absolute discretion that:

- (a) it has become illegal for it or any of its Affiliates to hold, acquire or dispose of any relevant hedge position relating to an Index (in the case of Index Securities), any relevant hedge position relating to a Share (in the case of Share Securities), any relevant hedge position relating to an ETI Interest (in the case of ETI Securities) or any relevant hedge position relating to a Fund Share (in the case of Fund Securities) (each a "**Hedge**"); or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining the W&C Securities in issue or in holding, acquiring or disposing of any Hedge;

**"China Connect Event"** means either a China Connect Service Share Disqualification event or a China Connect Service Termination event;

**"China Connect Service Termination"** means, on or after the Trade Date, the announcement by one or more of the Exchange, SEHK, the CSDCC, HKSCC or any regulatory authority with competent jurisdiction of a suspension or termination of the China Connect Service or a part thereof for any reason which materially affects the routing of orders in respect of, or holding of, the Shares through the China Connect Service and the Calculation Agent determines that there is a reasonable likelihood that such suspension or termination is not, or will not be, temporary;

**"China Connect Share Disqualification"** means, on or after the Trade Date, the Shares cease to be accepted as "China Connect Securities" (as defined in the rules of SEHK) for the purposes of the China Connect Service;

**"Currency Event"** means that, on or after the Trade Date, it has become impracticable, illegal or impossible for the Issuer or any of its Affiliates or any Qualified Investor (a) to convert the relevant currency ("**Local Currency**") in which the Index, the Shares or the Debt Instruments or any options or futures contracts or other hedging arrangement in relation to the Index, the Shares or the Debt Instruments (for the purposes of hedging the Issuer's obligations under the W&C Securities) are denominated, into the Settlement Currency, or exchange or repatriate any funds in the Local Currency or the Settlement Currency outside of the country in which the Index, the Shares or the Debt Instruments or any options or futures contracts in relation to the Index, the Shares or the Debt Instruments respectively are traded due to the adoption of, or any change in, any applicable law, rule, regulation, judgment, order, directive or decree of any Government Authority or otherwise, or (b) for the Calculation Agent to determine a rate or (in the determination of the Calculation Agent) a commercially reasonable rate at which the Local Currency can be exchanged for the Settlement Currency for payment under the W&C Securities;

**"Force Majeure Event"** means, on or after the Trade Date the performance of the Issuer's obligations under the W&C Securities becomes impossible or impracticable due to:

- (a) any act (other than a Market Disruption Event), law, rule, regulation, judgment, order, directive, interpretation, decree or material legislative or administrative interference of any Government Authority or otherwise; or
- (b) the occurrence of civil war, disruption, military action, unrest, political insurrection, terrorist activity of any kind, riot, public demonstration and/or protest, or any other financial or economic reasons or any other causes or impediments beyond such party's control; or
- (c) any expropriation, confiscation, requisition, nationalisation or other action taken or threatened by any Government Authority that deprives the Issuer or any of its Affiliates or any Qualified Investor, of all or substantially all of its assets in the Local Currency jurisdiction.

**"Foreign Institutional Investor"** means a Foreign Institutional Investor as defined in the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995 (as amended);

**"Government Authority"** means any nation, state or government, any province or other political subdivision thereof, any body, agency or ministry, any taxing, monetary, foreign exchange or other authority, court, tribunal or other instrumentality and any other entity exercising, executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

**"Hedging Disruption"** means that the Issuer and/or any of its Affiliates (a **"Hedging Party"**) is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to hedge the equity price risk or any other relevant price risk including but not limited to the currency risk of the Issuer issuing and performing its obligations with respect to the W&C Securities, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s), asset(s) or futures or options contract(s) or any relevant hedge positions relating to the W&C Securities. For the avoidance of doubt "using commercially reasonable efforts" to hedge the risks with respect to the Transaction referred to in Hedging Disruption does not include the use of any quota granted to such Hedging Party under the Qualified Foreign Institutional Investor (**QFII**) or Renminbi Qualified Foreign Institutional Investor (**RQFII**) schemes.

**"Hedging Shares"** means the number of components comprised in an Index (in the case of Index Securities) or the number of Shares (in the case of Share Securities) that the Issuer and/or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the W&C Securities;

**"Increased Cost of Hedging"** means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any relevant hedge positions it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest risk) of the Issuer issuing and performing its obligations with respect to the W&C Securities, or (b) realise, recover or remit the proceeds of any relevant hedge positions, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging;

**"Increased Cost of Stock Borrow"** means that the Issuer and/or any of its Affiliates would incur a rate to borrow any component security comprised in an Index (in the case of Index Securities) or any Share (in the case of Share Securities) that is greater than the Initial Stock Loan Rate;

**"Initial Stock Loan Rate"** means, in respect of a component security comprised in an Index (in the case of Index Securities) or a Share (in the case of Share Securities), the initial stock loan rate specified in relation to such Share, security, or component in the applicable Final Terms;

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

**"Jurisdiction Event"** means that, on or after the Trade Date, it has become impracticable, illegal or impossible for the Issuer or any of its Affiliates or a Qualified Investor to purchase, sell, hold or otherwise deal (or to continue to do so in the future) in the Index, the Shares or the Debt Instruments or any options or futures contracts in relation to the Index, the Shares or the Debt Instruments in order for the Issuer to perform its obligations under the W&C Securities or in respect of any relevant hedging arrangements in connection with the W&C Securities (including, without limitation, any purchase, sale or entry into or holding of one or more securities positions, currency positions, stock loan transactions, derivatives position, commodity position or other instruments or arrangements (however described) by the Issuer and/or any of its Affiliates in order to hedge, either individually or on a portfolio basis, the W&C Securities) or the costs of so doing would (in the sole and absolute determination of the Calculation Agent) be materially increased under the restriction or limitation of the existing or future law, rule, regulation, judgment, order, interpretation, directive or decree of any Government Authority or otherwise;

**"Loss of Stock Borrow"** means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any component security comprised in an Index (in the case of Index Securities) or any Share (in the case of Share Securities) in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate;

**"Maximum Stock Loan Rate"** means in respect of a component security comprised in an Index (in the case of Index Securities) or a Share (in the case of Share Securities), the Maximum Stock Loan Rate specified in the applicable Final Terms;

**"Offshore Derivative Instruments"** means offshore derivative instruments within the meaning of the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995 (as amended) and any legislation replacing or supplementing the same and guidelines and circulars published by SEBI pursuant thereto as such may be interpreted and/or applied from time to time;

**"Optional Additional Disruption Event"** means any of Cancellation Event, Currency Event, Force Majeure Event, Increased Cost of Hedging, Increased Cost of Stock Borrow, Insolvency Filing, Jurisdiction Event, Loss of Stock Borrow, SEBI Force Majeure Event, China Connect Event and/or Stop-Loss Event, in each case if specified in the applicable Final Terms;

**"SEBI"** means the Securities and Exchange Board of India;

"**SEBI Force Majeure Event**" means on or after the Trade Date, the performance of the Issuer's obligations under the W&C Securities becomes impossible or impracticable due to the issue of a SEBI Press Release;

"**SEBI Press Release**" means any actual or proposed change in law or regulations or rules imposed by any regulatory or governmental authority in India to implement proposals which would, or are reasonably expected to (or are expressed to be intended to) limit and/or restrict the ability of Foreign Portfolio Investors (as such term defined under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014 (the "**FPI Regulations**")) and/or any of its sub-accounts in India to enter into or perform Offshore Derivative Instruments or require any or all of such Offshore Derivative Instruments to be unwound, cancelled or terminated; and

"**Stop-Loss Event**" means, in respect of a Share, the price of any Share as quoted on the relevant Exchange for such Share at the Scheduled Closing Time on any Scheduled Trading Day that is not a Disrupted Day in respect of such Share on or after the Trade Date or, if later, the Strike Date, is less than 5 per cent., or such percentage specified in the applicable Final Terms, of its Strike Price or, if no Strike Price is specified in the applicable Final Terms, the price given as the benchmark price for such Share in the applicable Final Terms, all as determined by the Calculation Agent.

15.2 If Additional Disruption Events are specified as applicable in the applicable Final Terms and an Additional Disruption Event and/or an Optional Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (a) or, if applicable, (b), (c) or (d), as the case may be, below:

- (a) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and/or Optional Additional Disruption Event and determine the effective date of that adjustment;
- (b) in the case of Warrants, cancel the Warrants by giving notice to Holders in accordance with Condition 10. If the Warrants are so cancelled the Issuer will pay an amount to each Holder in respect of each Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by him which amount shall be equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Additional Disruption Event and/or Optional Additional Disruption Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (unless provided for otherwise in the relevant Final Terms) plus, if applicable and already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10;
- (c) in the case of Certificates, on giving notice to Holders in accordance with Condition 10, redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the fair market value of a Certificate taking into account the Additional Disruption Event and/or Optional Additional Disruption Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10; or
- (d) in the case of Share Securities linked to a Basket of Shares, the Calculation Agent may adjust the Basket of Shares to include a Share selected by it in accordance with the criteria for Share



selection set out below (each a "**Substitute Share**") for each Share (each an "**Affected Share**") which is affected by the Additional Disruption Event and/or Optional Additional Disruption Event and the Substitute Share will be deemed to be a "**Share**" and the issuer of such shares a "**Basket Company**" for the purposes of the W&C Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the W&C Securities was to be determined by reference to the Initial Price of the Affected Share, the Initial Price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

$$\text{InitialPrice} = A \times (B/C)$$

where:

"**A**" is the official closing price of the relevant Substitute Share on the relevant Exchange on the Substitution Date;

"**B**" is the Initial Price of the relevant Affected Share; and

"**C**" is the official closing price of the relevant Affected Share on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the Basket of Shares will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion and specified in the notice referred to below which may, but need not, be the relevant date of the Additional Disruption Event and/or Optional Additional Disruption Event.

The Weighting of each Substitute Share in the Basket of Shares will be equal to the Weighting of the relevant Affected Share.

In order to be selected as a Substitute Share, the relevant share must be a share which, in the sole and absolute discretion of the Calculation Agent:

- (i) is not already included in the Basket of Shares;
- (ii) the relevant issuer of such share belongs to the same economic sector as the Basket Company in respect of the Affected Share; and
- (iii) the relevant issuer of such share has a comparable market capitalisation, international standing and exposure as the Basket Company in respect of the Affected Share.

- 15.3 Upon the occurrence of an Additional Disruption Event and/or Optional Additional Disruption Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer thereof as soon as practicable and the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 10 stating the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

## 16. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

The Issuer may, without the consent of the Holders, on giving notice to the Holders in accordance with Condition 10:

- (a) elect that, with effect from the Adjustment Date specified in the notice, certain terms of the W&C Securities shall be redenominated in euro.

The election will have effect as follows:

- (i) where the Settlement Currency of the W&C Securities is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union, such Settlement Currency shall be deemed to be an amount of euro converted from the original Settlement Currency into euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide, after consultation with the Calculation Agent, and as may be specified in the notice, and after the Adjustment Date, all payments of the Cash Settlement Amount in respect of the W&C Securities will be made solely in euro as though references in the W&C Securities to the Settlement Currency were to euro;
  - (ii) where the Exchange Rate and/or any other terms of these Terms and Conditions are expressed in or, in the case of the Exchange Rate, contemplate the exchange from or into, the currency (the "**Original Currency**") of a country which is participating in the third stage of European Economic and Monetary Union, such Exchange Rate and/or any other terms of these Terms and Conditions shall be deemed to be expressed in or, in the case of the Exchange Rate, converted from or, as the case may be into, euro at the Established Rate; and
  - (iii) such other changes shall be made to these Terms and Conditions as the Issuer may decide, after consultation with the Calculation Agent to conform them to conventions then applicable to instruments expressed in euro; and/or
- (b) require that the Calculation Agent make such adjustments to the Weighting and/or the Settlement Price and/or the Exercise Price (in the case of Warrants) and/or any other terms of these Terms and Conditions and/or the Final Terms as the Calculation Agent, in its sole discretion, may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union on the Weighting and/or the Settlement Price and/or the Exercise Price (in the case of Warrants) and/or such other terms of these Terms and Conditions.

Notwithstanding the foregoing, none of the Issuer, the Guarantor, if any, the Calculation Agent and the Security Agents shall be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.

In this Condition, the following expressions have the following meanings:

"**Adjustment Date**" means a date specified by the Issuer in the notice given to the Holders pursuant to this Condition which falls on or after the date on which the country of the Original Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

**"Established Rate"** means the rate for the conversion of the Original Currency (including compliance with rules relating to rounding in accordance with applicable European Union regulations) into euro established by the Council of the European Union pursuant to Article 140 of the Treaty;

**"euro"** means the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty;

**"National Currency Unit"** means the unit of the currency of a country, as those units are defined on the day before the date on which the country of the Original Currency first participates in the third stage of European Economic and Monetary Union; and

**"Treaty"** means the Treaty on the Functioning of the European Union, as amended.

#### **17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The W&C Securities do not confer on a third party any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such W&C Securities but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### **18. TERMS APPLICABLE TO WARRANTS ONLY**

Conditions 19 to 25 apply to Warrants only.

#### **19. DEFINITIONS (WARRANTS)**

**"Actual Exercise Date"** means the Exercise Date (in the case of European Style Warrants) or, subject to Condition 23, the date during the Exercise Period (in the case of American Style Warrants) on which the Warrant is actually or is deemed exercised or, if Automatic Exercise is specified in the applicable Final Terms, is automatically exercised (as more fully set out in Condition 22);

**"Averaging Date"** means, in respect of an Actual Exercise Date, each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (i) if "Omission" is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant Settlement Price provided that, if through the operation of this provision no Averaging Date would occur in respect of such Actual Exercise Date, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant level, price or amount on the final Averaging Date with respect to that Actual Exercise Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (ii) if "Postponement" is specified as applying in the applicable Final Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (iii) if "Modified Postponement" is specified as applying in the applicable Final Terms then:

- (A) where the Warrants are Index Securities relating to a single Index, Share Securities relating to a single Share or ETI Securities relating to a single ETI Interest, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of such Actual Exercise Date, then (I) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date), and (II) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with subparagraph (i) of the definition of "Valuation Date" below; and
- (B) where the Warrants are Index Securities relating to a Basket of Indices, Share Securities relating to a Basket of Shares or ETI Securities relating to a Basket of ETI Interests, the Averaging Date for each Index, Share or ETI Interest not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each Index, Share or ETI Interest affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Index, Share or ETI Interest. If the first succeeding Valid Date in relation to such Index, Share or ETI Interest has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of such Actual Exercise Date, then (I) that last such consecutive Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date) in respect of such Index, Share or ETI Interest and (II) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with subparagraph (i) of the definition of "Valuation Date" below;

"**Cash Settlement Amount**" means, the amount (which may never be less than zero) to which the Holder is entitled in the Settlement Currency in relation to each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, equal to the Final Payout specified in the applicable Final Terms. The Cash Settlement Amount (if any) shall be rounded to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention, provided that:

- (a) if Rounding Convention 1 is specified as applicable in the applicable Final Terms, the Cash Settlement Amount shall be calculated using a maximum of four decimal places (with 0.00005 being rounded upwards) and shall be rounded to the second decimal place (with 0.005 being rounded upwards); or
- (b) if Rounding Convention 2 is specified as applicable in the applicable Final Terms, the Cash Settlement Amount shall not be subject to rounding but W&C Securities of the same Series held by the same Holder will be aggregated for the purpose of determining the aggregate Cash Settlement Amount in respect of such Warrants and the aggregate of such Cash Settlement Amounts will be rounded down to the nearest whole sub-unit of the Settlement Currency in such manner as the Calculation Agent shall determine,

Provided That if the product of the Final Payout is zero, no amount shall be payable in respect of the relevant Warrant (and such Warrant shall expire worthless);

"**CNY**" means Chinese Yuan or Renminbi, the lawful currency of the People's Republic of China (including any lawful successor currency to the CNY);

"**CNY Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the People's Republic of China, Hong Kong and any other CNY Settlement Centre(s);

"**CNY Payment Disruption Event**" means the occurrence of any of the following events:

- (a) an event which makes it impossible (where it had previously been possible) or impractical for the Issuer to convert any amounts due and payable in CNY under the Warrants into or from the Equivalent Amount Settlement Currency in the general CNY foreign exchange market in the relevant CNY Settlement Centre(s), except where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any CNY Governmental Authority (unless such law, rule or regulation is enacted after the relevant Trade Date, and it is impossible or impractical for the Issuer, due to events beyond its control, to comply with such law, rule or regulation) (a "**CNY Inconvertibility Event**"). For the avoidance of doubt, the inability of the Issuer to convert CNY solely due to issues relating to its creditworthiness shall not constitute a CNY Inconvertibility Event;
- (b) an event that makes it impossible (where it had previously been possible) or impractical for the Issuer to deliver (i) CNY between accounts inside the relevant CNY Settlement Centre(s), or (ii) from an account inside the relevant CNY Settlement Centre(s) to an account outside the relevant CNY Settlement Centre(s) (including, if applicable, to another CNY Settlement Centre) and outside Mainland China, or (iii) from an account outside the relevant CNY Settlement Centre(s) (including, if applicable, from an account inside another CNY Settlement Centre) and outside Mainland China to an account inside the relevant CNY Settlement Centre(s), except where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any CNY Governmental Authority (unless such law, rule or regulation is enacted after the relevant Trade Date, and it is impossible or impractical for the Issuer, due to events beyond its control, to comply with such law, rule or regulation) (a "**CNY Non-Transferability Event**"). For the purposes of determining whether a CNY Non-Transferability Event has occurred only, a segregated CNY fiduciary cash account with the People's Bank of China and operated by Bank of China (Hong Kong) Limited shall be deemed to be an account inside Hong Kong; and
- (c) an event that makes it impossible (where it had previously been possible) or impractical for the Issuer to obtain a firm quote of an offer price in respect of any amounts due and payable in CNY under the Warrants (either in one transaction or a commercially reasonable number of transactions that, when taken together, is no less than such amount) in the general CNY foreign exchange market in the relevant CNY Settlement Centre(s) in order to perform its obligations under the Warrants (a "**CNY Illiquidity Event**"). For the avoidance of doubt, the inability of the Issuer to obtain such firm quote solely due to issues relating to its creditworthiness shall not constitute a CNY Illiquidity Event;

**"CNY Settlement Centre"** means the financial centre(s) specified as such in the applicable Final Terms in accordance with applicable laws and regulations. If no CNY Settlement Centre is specified in the relevant Final Terms, the CNY Settlement Centre shall be deemed to be Hong Kong;

**"Equivalent Amount"** means, following the occurrence of a CNY Payment Disruption Event and in respect of the relevant payment or such other amount payable (if applicable) on the relevant Affected Payment Date or the relevant CNY Payment Disruption Cut-off Date, as the case may be (for these purposes, the **"Relevant CNY Amount"**), an amount in the Equivalent Amount Settlement Currency determined by the Calculation Agent (in its sole and absolute discretion), by converting the Relevant CNY Amount into the Equivalent Amount Settlement Currency using the Equivalent Amount Settlement Price for the relevant Affected Payment Date or the relevant CNY Payment Disruption Cut-off Date, as the case may be;

**"Equivalent Amount Settlement Currency"** means the currency specified as such in the applicable Final Terms;

**"Equivalent Amount Settlement Price"** means, in respect of any relevant day, the spot rate of exchange between CNY and the Equivalent Amount Settlement Currency on such day, appearing on the Equivalent Amount Settlement Price Source at the Equivalent Amount Settlement Valuation Time on such day (expressed as a number of units (or part units) of CNY for which one unit of the Equivalent Amount Settlement Currency can be exchanged), or if such rate is not available, the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer CNY/Equivalent Amount Settlement Currency exchange rates provided by two or more leading dealers on a foreign exchange market (as selected by the Calculation Agent) at the Equivalent Amount Settlement Valuation Time on such day. If less than two leading dealers provide the Calculation Agent with bid and offer CNY/Equivalent Amount Settlement Currency exchange rates on such day, the Calculation Agent shall determine the Equivalent Amount Settlement Price in its discretion;

**"Equivalent Amount Settlement Price Source"** means the price source specified in the applicable Final Terms;

**"Equivalent Amount Settlement Valuation Time"** means, unless otherwise specified in the applicable Final Terms, the time at which the Equivalent Amount Settlement Price Source publishes the Equivalent Amount Settlement Price;

**"Exercise Business Day"** means a day that is a Business Day;

**"Expiration Date"** means the last day of the Exercise Period;

**"impossible"** or **"impossibility"** in relation to a CNY Payment Disruption Event, shall include (but shall not be limited to) any act which, if done or performed by the Issuer (or any affiliate of the Issuer) would be or result in the breach of any applicable law, rule, or regulation;

**"impractical"** or **"impracticality"** means, in relation to a CNY Payment Disruption Event and in respect of any action to be taken by the Issuer, that the Issuer (or any of its affiliates) would incur a materially increased amount of taxes, duties, expenses or fees (as compared with circumstances existing on the Trade Date) to perform such action;

**"Initial Averaging Date"** means each date specified as an Initial Averaging Date in respect of an Initial Valuation Period in the applicable Final Terms or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day. For the purposes of these Conditions, each

Initial Averaging Date shall be treated as an "Averaging Date" *mutatis mutandis* as if references herein to "Actual Exercise Date" were to "Initial Valuation Period";

"**Initial Valuation Period**" has the meaning given to it in Annex 1;

"**Observation Date**" means each date specified as an Observation Date in the applicable Final Terms. The provisions contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Observation Date";

"**Observation Period**" means the period specified as the Observation Period in the applicable Final Terms;

"**Settlement Date**" means, in relation to each Actual Exercise Date, (A) where Averaging is not specified in the applicable Final Terms, (x) the date specified in the applicable Final Terms or, if none, (y) the fifth Business Day following the Valuation Date provided that if the Warrants are Index Securities relating to a Basket of Indices, Share Securities relating to a Basket of Shares, ETI Securities relating to a Basket of ETI Interests, Debt Securities relating to a Basket of Debt Instruments or Fund Securities relating to a Basket of Fund Shares and the occurrence of a Disrupted Day has resulted in a Valuation Date for one or more Indices, Shares, ETI Interests, Debt Instruments or Fund Shares, as the case may be, being adjusted as set out in the definition of "Valuation Date" below, the Settlement Date shall be the fifth Business Day next following the last occurring Valuation Date in relation to any Index, Share, ETI Interest, Debt Instrument or Fund Share, as the case may be, or (B) where Averaging (after, for the avoidance of doubt, the Initial Averaging) is specified in the applicable Final Terms, the fifth Business Day following the last occurring Averaging Date provided that where the Warrants are Index Securities relating to a Basket of Indices, Share Securities relating to a Basket of Shares, ETI Securities relating to a Basket of ETI Interests, Debt Securities relating to a Basket of Debt Instruments or Fund Securities relating to a Basket of Fund Shares and the occurrence of a Disrupted Day has resulted in an Averaging Date for one or more Indices, Shares, ETI Interests, Debt Instruments or Fund Shares, as the case may be, being adjusted as set out in the definition of "Averaging Date" above, the Settlement Date shall be the fifth Business Day next following the last occurring Averaging Date in relation to any Index, Share, ETI Interest, Debt Instrument or Fund Share, as the case may be;

"**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in relation to the Actual Exercise Date or another Observation Date does not or is deemed not to occur;

"**Valuation Date**" means, unless otherwise specified in the applicable Final Terms, the Actual Exercise Date (or, if such date is not a Scheduled Trading Day the first Scheduled Trading Day following such date) or the first Scheduled Trading Day following the Actual Exercise Date of the relevant Warrant, as specified in the applicable Final Terms unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (i) where the Warrants are Index Securities relating to a single Index, Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest or Debt Securities relating to a single Debt Instrument, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the Settlement Price :

- (A) in the case of Index Securities, by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or
  - (B) in the case of Share Securities, ETI Securities or Debt Securities, in accordance with its good faith estimate of the Settlement Price as of the Valuation Time on the last such consecutive Scheduled Trading Day; or
- (ii) where the Warrants are Index Securities relating to a Basket of Indices, Share Securities relating to a Basket of Shares, ETI Securities relating to a Basket of ETI Interests or Debt Securities relating to a Basket of Debt Instruments, the Valuation Date for each Index, Share, ETI Interest or Debt Instrument, as the case may be, not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index, Share, ETI Interest or Debt Instrument affected, as the case may be (each an "**Affected Item**"), by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the Settlement Price using, in relation to the Affected Item, the level or value as applicable, determined using:
- (A) in the case of an Index, the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or
  - (B) in the case of a Share, ETI Interest or Debt Instrument, its good faith estimate of the value for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day,

and otherwise in accordance with the above provisions; and

"**Valuation Time**" means:

- (a) the Valuation Time specified in the applicable Final Terms; or
- (b) if not set out in the applicable Final Terms, in the case of Index Securities relating to a Composite Index, unless otherwise specified in the applicable Final Terms, (i) for the purposes of determining whether a Market Disruption Event has occurred (A) in respect of



any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (B) in respect of any options contracts or futures contracts on such Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of such Index is calculated and published by the Index Sponsor; or

- (c) if not set out in the applicable Final Terms, in the case of Index Securities relating to Indices other than Composite Indices, Share Securities or ETI Securities, unless otherwise specified in the applicable Final Terms, the Scheduled Closing Time on the relevant Exchange on the relevant Strike Date, Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Index, Share or ETI Interest to be valued, provided that if the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

## 20. FORM OF WARRANTS

Warrants are represented by (i) a permanent global warrant (the "**Permanent Global Warrant**"), (ii) a Rule 144A Global Warrant (as defined below), (iii) a Regulation S Global Warrant (as defined below) or (iv) a registered global warrant (the "**Registered Global Warrant**"), as specified in the applicable Final Terms. Except as provided herein, no Warrants in definitive form will be issued.

In the event that the applicable Final Terms specify that Warrants are eligible for sale in the United States ("**U.S. Warrants**") (such eligibility to be pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**")), (A) the Warrants sold in the United States to qualified institutional buyers ("**QIBs**") within the meaning of Rule 144A ("**Rule 144A**") under the Securities Act ("**Rule 144A Warrants**") who are QPs will be represented by one or more Rule 144A global warrants (each, a "**Rule 144A Global Warrant**") and (B) the Warrants sold outside the United States to persons that are not (i) a "U.S. person" as defined in Regulation S; or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the Commodity Exchange Act; or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the CFTC; or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**") will be represented by one or more Regulation S global warrants (each, a "**Regulation S Global Warrant**"). References herein to a "**Clearing System Global Warrant**" means, as the context so requires, a Rule 144A Global Warrant, a Regulation S Global Warrant or the Permanent Global Warrant, representing the Warrants and Warrants represented by a Clearing System Global Warrant are referred to herein as "**Clearing System Warrants**".

In the event that the Final Terms does not specify that Warrants are eligible for sale in the United States or to U.S. persons, the Warrants offered and sold outside the United States to non-U.S. persons in reliance on Regulation S and pursuant to CFTC regulations and guidance will be represented by a Regulation S Global Warrant, a Permanent Global Warrant or a Registered Global Warrant, as the case may be.

In the event that the Warrants are constituted by a Clearing System Global Warrant other than a Rule 144A Global Warrant, the Clearing System Global Warrant will be deposited with a depositary (the "**Common Depositary**") common to Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**") and/or any other relevant Clearing System, in each case in accordance with the rules and regulations of the relevant Clearing System(s).

Warrants represented by a Rule 144A Global Warrant will be either (i) deposited with a custodian (a "**Custodian**") for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**"), or (ii) issued and deposited with the Common Depository on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System.

In the event that the Warrants are constituted by a Registered Global Warrant (such Warrants being hereafter referred to as "**Registered Warrants**"), the Registered Global Warrant will be held by the Registrar on behalf of the holders.

Interests in a Rule 144A Global Warrant and a Regulation S Global Warrant may be exchanged for interests in the other Global Warrants only as described herein. Interests in a Clearing System Global Warrant may not be exchanged for interests in a Registered Global Warrant and interests in a Registered Global Warrant may not be exchanged for interests in a Clearing System Global Warrant.

Each Clearing System Global Warrant and the Registered Global Warrant is referred to in these Terms and Conditions as a "**Global Warrant**". The applicable Final Terms (or the relevant provisions thereof) will be attached to such Global Warrant.

In the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, if DTC notifies the Guarantor that it is unwilling or unable to continue as a depository for that Global Warrant or if at any time DTC ceases to be a "clearing agency" registered under the Exchange Act, as amended and a successor depository is not appointed by the Guarantor within 90 days of such notice, the Guarantor will deliver Warrants in definitive registered form (bearing such legends as may be required by the Guarantor) in exchange for that Rule 144A Global Warrant. Except in these circumstances, owners of beneficial interests in a Rule 144A Global Warrant held by a Custodian on behalf of DTC will not be entitled to have any portion of such Warrants registered in their name and will not receive or be entitled to receive physical delivery of registered Warrants in definitive form in exchange for their interests in that Rule 144A Global Warrant. Transfer, exercise, settlement and other mechanics related to any Warrants issued in definitive form in exchange for Warrants represented by such Rule 144A Global Warrant shall be as agreed between the Guarantor and the New York Security Agent.

## **21. TYPE (WARRANTS)**

The applicable Final Terms will indicate whether the Warrants are American style Warrants ("**American Style Warrants**") or European style Warrants ("**European Style Warrants**"), Registered Warrants or such other type as may be specified in the applicable Final Terms, whether automatic exercise ("**Automatic Exercise**") applies to the Warrants, whether the Warrants are call Warrants ("**Call Warrants**") or put Warrants ("**Put Warrants**"), or such other type as may be specified in the applicable Final Terms, whether the Warrants may only be exercised in units ("**Units**") and whether Averaging ("**Averaging**") will apply to the Warrants. If Units are specified in the applicable Final Terms, Warrants must be exercised in Units and any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.

## **22. TITLE AND TRANSFER OF REGISTERED WARRANTS**

The Issuer shall cause to be kept at the principal office of the Registrar, a register (the "**Register**") on which shall be entered the names and addresses of all holders of the Registered Warrants, the number or amount, as the case may be, and type of the Warrants held by each Holder and details of all transfers of the Warrants.

Each person who is for the time being shown in the Register as the holder of a particular amount of Registered Warrants (each a "**Holder**") shall (except as otherwise required by law) be treated as the absolute owner of such number or amount, as the case may be, of such Warrants for all purposes (regardless of any notice of ownership, trust, or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating such person.

Subject as provided below, title to the Registered Warrants will pass upon the registration of transfers in accordance with the provisions of the Agency Agreement.

A Registered Warrant may be transferred by the transferor or a person duly authorised on behalf of the transferor depositing at the specified office of the Registrar a duly completed transfer certificate (a "**Transfer Certificate**") in the form set out in the Agency Agreement (copies of which are available from the Registrar) signed by or on behalf of the transferor and upon the Registrar after due and careful enquiry being satisfied with the documents of title and the identity of the person making the request and subject to the regulations set out in Schedule 15 to the Agency Agreement, the Registrar should enter the name of the transferee in the Register for the Registered Warrants as the Holder of the Registered Warrant specified in the form of transfer.

Holders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration or exchange in the jurisdiction of the Issuer or in any other jurisdiction where the Registrar's specified office is located.

Registered Warrants and interests therein may not be transferred at any time, directly or indirectly, in the United States or to or for the benefit of a U.S. person, and any such transfer shall not be recognised.

## **23. EXERCISE RIGHTS (WARRANTS)**

### 23.1 Exercise of Warrants

#### (a) American Style Warrants

American Style Warrants are exercisable on any Exercise Business Day during the Exercise Period.

#### *Clearing System Warrants*

The following provisions apply to Clearing System Warrants held by a Common Depository on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System:

If Automatic Exercise is not specified as applying in the applicable Final Terms, any American Style Warrant with respect to which no Exercise Notice (as defined below) has been delivered in the manner set out in Condition 24, at or prior to 10.00 a.m., Luxembourg or Brussels time, as appropriate, on the Expiration Date, shall become void.

If Automatic Exercise is specified as applying in the applicable Final Terms, any such American Style Warrant shall be automatically exercised on the Expiration Date and the provisions of Condition 24.7 shall apply.

The Exercise Business Day during the Exercise Period on which an Exercise Notice is delivered prior to 10.00 a.m. (Local Time) to the relevant Clearing System, and the copy thereof is received by the Principal Security Agent or, if Automatic Exercise is specified as applying in the applicable Final Terms, the Expiration Date, is referred to herein as the "**Actual Exercise Date**". If any Exercise Notice

is received by the relevant Clearing System, or if the copy thereof is received by the Principal Security Agent, in each case, after 10.00 a.m. (Local Time) on any Exercise Business Day during the Exercise Period, such Exercise Notice will be deemed to have been delivered on the next Exercise Business Day, which Exercise Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 24 at or prior to 10.00 a.m. (Local Time) on the Expiration Date shall (A) if Automatic Exercise is not specified as applying in the applicable Final Terms, become void or (B) if the Warrants Automatic Exercise is specified as applying in the applicable Final Terms, be automatically exercised on the Expiration Date as provided above.

The following provisions apply to Rule 144A Global Warrants held by a Custodian on behalf of DTC:

If Automatic Exercise is not specified as applying in the applicable Final Terms, any American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 24, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Expiration Date, shall become void.

If Automatic Exercise is specified as applying in the applicable Final Terms, any such American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 24, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Expiration Date, shall be automatically exercised on the Expiration Date and the provisions of Condition 24.7 shall apply.

The Business Day during the Exercise Period immediately succeeding the Business Day in New York on which an Exercise Notice is received prior to 5.00 p.m., New York City time, by the New York Security Agent with a copy thereof received by the Principal Security Agent or, if Automatic Exercise is specified as applying in the applicable Final Terms and no Exercise Notice has been delivered at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Expiration Date, the Expiration Date, is referred to herein as the "**Actual Exercise Date**". If any such Exercise Notice is received by the New York Security Agent, or if the copy thereof is received by the Principal Security Agent, in each case, after 5.00 p.m. on any Business Day in New York, such Exercise Notice will be deemed to have been delivered on the next Business Day in New York and the Business Day in New York immediately succeeding such next Business Day in New York shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 24, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Expiration Date shall (A) if Automatic Exercise is not specified as applying in the applicable Final Terms, become void or (B) if Automatic Exercise is specified as applying in the applicable Final Terms, be automatically exercised on the Expiration Date as provided above.

#### *Registered Warrants*

If Automatic Exercise is not specified as applying in the applicable Final Terms, any American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 24, at or prior to 10.00 a.m., Tokyo time, on the Expiration Date, shall become void.

If Automatic Exercise is specified as applying in the applicable Final Terms any such American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 24, at or prior to 10.00 a.m., Tokyo time, on the Expiration Date shall be automatically exercised on the Expiration Date and the provisions of Condition 24.7 shall apply.

The Exercise Business Day during the Exercise Period on which an Exercise Notice is delivered prior to 10.00 a.m., Tokyo time, to the Registrar and a copy thereof so received by the Principal Security Agent or, if Automatic Exercise is specified as applying in the applicable Final Terms and no Exercise Notice has been delivered at or prior to 10.00 a.m., Tokyo time, on the Expiration Date, the Expiration Date is referred to herein as the "**Actual Exercise Date**". If any such Exercise Notice is delivered to the Registrar, or if the copy thereof is received by the Principal Security Agent, in each case, after 10.00 a.m., Tokyo time, on any Business Day, such Exercise Notice will be deemed to have been delivered on the next Exercise Business Day which next Exercise Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been received in the manner set out in Condition 24, at or prior to 10.00 a.m., Tokyo time, on the Expiration Date shall (A) if Automatic Exercise is not specified as applying in the applicable Final Terms, become void or (B) if Automatic Exercise is specified as applying in the applicable Final Terms, be automatically exercised on the Expiration Date as provided above.

(b) European Style Warrants

European Style Warrants are only exercisable on the Exercise Date.

*Clearing System Warrants*

The following provisions apply to Clearing System Warrants held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System:

If Automatic Exercise is not specified as applying in the applicable Final Terms, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 24, at or prior to 10.00 a.m. (Local Time) on the Actual Exercise Date, shall become void.

If Automatic Exercise is specified as applying in the applicable Final Terms, any such European Style Warrant shall be automatically exercised on the Actual Exercise Date and the provisions of Condition 24.7 shall apply.

The following provisions apply to Rule 144A Global Warrants held by a Custodian on behalf of DTC:

If Automatic Exercise is not specified as applying in the applicable Final Terms, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 24, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Actual Exercise Date, shall become void.

If Automatic Exercise is specified as applying in the applicable Final Terms, any such European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 24, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Actual Exercise Date, shall be automatically exercised on the Actual Exercise Date and the provisions of Condition 24.7 shall apply.

*Registered Warrants*

If Automatic Exercise is not specified as applying in the applicable Final Terms, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 24, at or prior to 10.00 a.m., Tokyo time, on the Actual Exercise Date, shall become void. If Automatic Exercise is specified as applying in the applicable Final Terms, any such European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in

Condition 24, at or prior to 10.00 a.m., Tokyo time, on the Actual Exercise Date, shall be automatically exercised on the Actual Exercise Date and the provisions of Condition 24.7 shall apply.

### 23.2 Cash Settlement

Each such Warrant or, if Units are specified in the applicable Final Terms, each Unit entitles its Holder, upon due exercise and subject, in the case of Warrants represented by a Clearing System Global Warrant, other than a Rule 144A Global Warrant, or a Registered Warrant, to certification as to non-U.S. beneficial ownership, and, in the case of Warrants represented by Rule 144A Global Warrants, to such certifications as to compliance with U.S. securities laws as the Issuer shall require or as shall be set out in the applicable Final Terms, to receive from the Issuer on the Settlement Date the Cash Settlement Amount

If the Cash Settlement Amount is not an amount in the Settlement Currency, it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms for the purposes of determining the Cash Settlement Amount. If Aggregation is specified as applicable in the applicable Final Terms, Warrants exercised at the same time by the same Holder will be aggregated for the purpose of determining the aggregate Cash Settlement Amounts payable in respect of such Warrants or Units, as the case may be.

Such payments of the Cash Settlement Amount in CNY or, in the case of such payments in a currency other than CNY may be made by transfer to the Designated Account of the holder of the Warrant appearing in the Register. For these purposes, "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means an account (i) (in the case of payment in a Settlement Currency other than euro or CNY) a bank in the principal financial centre of the country of such Settlement Currency, (ii) (in the case of a payment in euro) any bank which processes payments in euro; and (iii) (in the case of a payment in CNY) a bank in the CNY Settlement Centre(s) which is able to process CNY.

Notwithstanding the foregoing, payments in respect of Warrants denominated and payable in CNY will be made solely by transfer to a CNY bank account maintained in the CNY Settlement Centre(s) in accordance with prevailing rules and regulations.

### 23.3 General

In relation to any Warrants where Automatic Exercise is specified as applying in the applicable Final Terms, the expressions "**exercise**", "**due exercise**" and related expressions shall be construed to apply to any such Warrants which are automatically exercised in accordance with the above provisions.

All references in this Condition to "**Luxembourg or Brussels time**" or "**New York City time**" shall, where Warrants are cleared through an additional or alternative clearing system, be deemed to refer as appropriate to the time in the city where the relevant clearing system is located.

### 23.4 CNY Payment Disruption Event

If the applicable Final Terms specify "CNY Payment Disruption Event" to be applicable, in the event that the Calculation Agent determines, in its sole and absolute discretion, that a CNY Payment Disruption Event has occurred or is likely to occur and that such CNY Payment Disruption Event is material in relation to the Issuer's payment obligations under the Warrants in respect of the Redemption Date or other date on which any amount in respect of the Warrants shall be due and payable (each such date, an "**Affected Payment Date**"), then the Calculation Agent shall notify

Holders as soon as practicable of the occurrence of such CNY Payment Disruption Event in accordance with Condition 10.

If the applicable Final Terms specify that "CNY Payment Disruption Event" is applicable to the Warrants, upon the occurrence of a CNY Payment Disruption Event:

(i) Postponement

If the applicable Final Terms specify "Postponement" to be applicable in respect of the Warrants, then the Affected Payment Date shall be postponed until the earlier of (A) the second Business Day following the day on which such CNY Payment Disruption Event ceases to exist, and (B) the date falling 14 calendar days following the original date on which the Affected Payment Date was scheduled to fall (the "**CNY Payment Disruption Cut-off Date**") and notice thereof shall be given to the relevant Holders in accordance with Condition 10.

(ii) Payment of Equivalent Amount

If the applicable Final Terms specify "Payment of Equivalent Amount" to be applicable in respect of the Warrants, the Issuer shall, upon giving notice prior to the relevant Affected Payment Date to the Holders in accordance with Condition 10, make payment of the Equivalent Amount of the relevant payment or such other amount payable (if applicable) on the relevant Affected Payment Date. Any such payment made by the Issuer on an Affected Payment Date shall be in full and final settlement of its obligations to pay such amount in respect of the Warrants.

## 24. EXERCISE PROCEDURE (WARRANTS)

### 24.1 Exercise Notice in respect of Clearing System Warrants

Subject as provided in Condition 24.7, Warrants represented by a Clearing System Global Warrant held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, may only be exercised by the delivery, or the sending by fax, of a duly completed exercise notice (an "**Exercise Notice**") in the form set out in the Agency Agreement (copies of which form may be obtained from the relevant Clearing System and the relevant Security Agents during normal office hours) to the relevant Clearing System, with a copy to the Principal Security Agent in accordance with the provisions set out in Condition 23 and this Condition.

Subject as provided in Condition 24.7, Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC may only be exercised by the delivery by facsimile of a duly completed Exercise Notice in the form set out in the Agency Agreement (copies of which form may be obtained from the relevant Security Agents) to the New York Security Agent with a copy to the Principal Security Agent, in accordance with the provisions set out in Condition 23 and this Condition. The Exercise Notice shall:

- (i) specify the Series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
- (ii) specify the number of the Holder's securities account at the relevant Clearing System to be debited with the Warrants or in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, specify the designated account at DTC to be debited with the Warrants being exercised;

- (iii) irrevocably instruct the relevant Clearing System to debit on or before the Settlement Date the Holder's securities account with the Warrants being exercised or in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, irrevocably instruct the New York Security Agent to exercise the Warrants debited to the account of the Holder and credited to the account of the New York Security Agent by means of DTC's DWAC function;
- (iv) (A) specify the number of the Holder's account at the relevant Clearing System to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised or (B) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, specify the details of the account to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;
- (v) (A) include an undertaking to pay all Security Expenses, and an authority to the relevant Clearing System to deduct an amount in respect thereof from any Cash Settlement Amount due to such Holder and/or to debit a specified account of the Holder at the relevant Clearing System or (B) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, an authority to the New York Security Agent to deduct an amount in respect thereof from any Cash Settlement Amount due to such Holder and to pay such Security Expenses and/or to debit a specified account of the Holder in respect thereof and to pay such Security Expenses;
- (vi) certify, in the case of Warrants represented by a Clearing System Global Warrant other than a Rule 144A Global Warrant, that the beneficial owner of each Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof; and, where appropriate, including in the case of Warrants represented by a Rule 144A Global Warrant, undertake to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as required by the relevant Agent; and
- (vii) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

## 24.2 Exercise Notice in respect of Registered Warrants

The following provisions apply to Registered Warrants:

Warrants may only be exercised by the delivery in writing of a duly completed exercise notice (an "**Exercise Notice**") in the form set out in the Agency Agreement (copies of which form may be obtained from the Registrar) to the Registrar with a copy to the Principal Security Agent in accordance with the provisions set out in Condition 23 and this Condition. The Exercise Notice shall:

- (i) specify the series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
- (ii) irrevocably instruct the Registrar to remove from the Register on or before the Settlement Date the Warrants being exercised;



- (iii) specify the details of the account to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;
- (iv) include an undertaking to pay all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with the exercise of such Warrants ("**Security Expenses**") and an authority to the Registrar to deduct an amount in respect thereof from any Cash Settlement Amount due to such Holder;
- (v) certify, *inter alia*, that the beneficial owner of each Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof; and
- (vi) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

#### 24.3 Verification of the Holder

In the case of Clearing System Warrants (other than Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC), upon receipt of an Exercise Notice, the relevant Clearing System shall verify that the person exercising the Warrants is the holder thereof according to the books of such Clearing System. Subject thereto, the relevant Clearing System will confirm to the Principal Security Agent the series number and the number of Warrants being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount of each Warrant or Unit, as the case may be, being exercised. Upon receipt of such confirmation, the Principal Security Agent will inform the Issuer thereof. The relevant Clearing System will on or before the Settlement Date debit the securities account of the relevant Holder with the Warrants being exercised. If the Warrants are American Style Warrants, upon exercise of less than all the Warrants constituted by the relevant Clearing System Global Warrant, the Common Depository will, on the instructions of, and on behalf of the Principal Security Agent, note such exercise on the Schedule to such Clearing System Global Warrant and the number of Warrants so constituted shall be reduced by the cancellation *pro tanto* of the Warrants so exercised.

In the case of Registered Warrants, upon receipt of an Exercise Notice, the Registrar shall verify that the person exercising the Warrants is the Holder according to the Register. Subject thereto, the Registrar shall confirm to the Issuer and the Agent the series number and the number of Warrants being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount of each Warrant or Unit, as the case may be, being exercised. The Registrar will on or before the Settlement Date remove from the Register the Warrants being exercised. If the Warrants are American Style Warrants, upon exercise of less than all the Warrants constituted by the Registered Global Warrant, the Registrar will note such exercise on the Schedule to the Registered Global Warrant and the number of Warrants so constituted shall be reduced by the cancellation *pro tanto* of the Warrants so exercised.

In the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, upon receipt of an Exercise Notice, the New York Security Agent shall verify that the person exercising the Warrants is the Holder according to the records of DTC. Subject thereto, the New York Security Agent shall notify the Guarantor of the number of Warrants being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount in respect of each Warrant or

Unit, as the case may be, being exercised. If the Warrants are American Style Warrants, upon exercise of less than all the Warrants constituted by the Rule 144A Global Warrant held by a Custodian on behalf of DTC, the New York Security Agent will note such exercise on the Schedule to such Rule 144A Global Warrant and the number of Warrants so constituted shall be reduced by the cancellation *pro tanto* of the Warrants so exercised.

#### 24.4 Settlement

The Issuer shall on the Settlement Date pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised Warrant or Unit, as the case may be, to the Holder's account specified in the relevant Exercise Notice for value on the Settlement Date less any Security Expenses.

#### 24.5 Determinations

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by (a) in the case of Clearing System Warrants (other than Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC), the relevant Clearing System, (b) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, the New York Security Agent, (c) in the case of Registered Warrants, the Registrar, in each case, in consultation with the Principal Security Agent and shall be conclusive and binding on the Issuer, the Guarantor, if applicable, the Security Agents and the relevant Holder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Security Agent or the Issuer, as the case may be, immediately after being delivered or sent to the relevant Clearing System or the New York Security Agent, as the case may be, as provided in Condition 24.1 above or the Registrar as provided in Condition 24.2 above, as the case may be, shall be null and void.

If such Exercise Notice is subsequently corrected to the satisfaction of the relevant Clearing System, the New York Security Agent or the Registrar, as the case may be, in consultation with the Principal Security Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the relevant Clearing System, the New York Security Agent or the Registrar, as the case may be, and the Principal Security Agent or the Issuer, as the case may be.

If Automatic Exercise is not specified as applying in the applicable Final Terms, any Warrant with respect to which the Exercise Notice has not been duly completed and delivered in the manner set out above by the cut-off time specified in Condition 23.1(a), in the case of American Style Warrants, or Condition 23.1(b), in the case of European Style Warrants, shall become void.

The relevant Clearing System, the New York Security Agent or the Registrar, as the case may be, shall use its best efforts promptly to notify the Holder submitting an Exercise Notice if, in consultation with the Principal Security Agent or the Issuer, as the case may be, it has determined that such Exercise Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Guarantor, if any, the Security Agents, the Registrar or the relevant Clearing System shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

#### 24.6 Delivery of an Exercise Notice

Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Holder to exercise the Warrants specified. After the delivery of such Exercise Notice, such exercising Holder may not transfer such Warrants.

#### 24.7 Automatic Exercise

- (a) This Condition only applies if Automatic Exercise is specified as applying in the applicable Final Terms and Warrants are automatically exercised as provided in Condition 23.1(a) or Condition 23.1(b).
- (b) No Exercise Notice is required to be submitted or any other action required to be taken (in the case of Clearing System Warrants) other than Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC) by any relevant Holder of a Warrant in order to receive the Cash Settlement Amount in respect of such Warrant, or if Units are specified in the applicable Final Terms, a Unit, as the case may be. The Issuer shall transfer or cause to be transferred to each Clearing System through which such Warrants are held an amount equal to the aggregate of the Cash Settlement Amounts in respect of the Warrants held in each such Clearing System and each such Clearing System shall, subject to having received such aggregate Cash Settlement Amount, on the Settlement Date credit the account of each Holder of such Warrant(s) in its books with an amount equal to the aggregate Cash Settlement Amount relating to the Warrant(s) held by such Holder and on or before the Settlement Date debit such account with the number of Warrants exercised and in respect of which such Cash Settlement Amount is being paid. Neither the Issuer nor the Guarantor, if applicable, shall have any responsibility for the crediting by the relevant Clearing System of any such amounts to any such accounts.
- (c) In order to receive the Cash Settlement Amount in respect of a Warrant, or if Units are specified in the applicable Final Terms, a Unit, as the case may be, the relevant Holder must, in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, deliver by facsimile a duly completed Exercise Notice to the New York Security Agent with a copy to the Principal Security Agent, on any Business Day in New York until not later than 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the day (the "**Cut-off Date**") falling 180 days after (I) the Expiration Date, in the case of American Style Warrants, or (ii) the Actual Exercise Date, in the case of European Style Warrants, or (II) in the case of Registered Warrants, deliver in writing a duly completed Exercise Notice to the Registrar with a copy to the Principal Security Agent, on any Business Day until not later than 10.00 a.m., Tokyo time, on the Cut-off Date (as defined above). The Exercise Notice shall include the applicable information set out in the Exercise Notice referred to in Condition 24.1, Condition or Condition 24.2, as applicable. The Business Day during the period from the Expiration Date or the Actual Exercise Date, as the case may be, until the Cut-off Date on which an Exercise Notice is delivered to the relevant Clearing System, the New York Security Agent or, in the case of Registered Warrants, the Registrar, and a copy thereof delivered to the Principal Security Agent is referred to in this Condition 24.7 as the "**Exercise Notice Delivery Date**", provided that, (a) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, if the Exercise Notice is received by the New York Security Agent or the copy thereof is received by the Principal Security Agent, in each case, after 5.00 p.m., New York City time, on any Business Day in New York, such Exercise Notice shall be deemed to have been delivered on the next Business Day in New York, and the Business Day in New York immediately succeeding such next Business Day in New York shall be deemed to be the Exercise Notice Delivery Date and (b) in the case of Registered Warrants, if the Exercise Notice is received by the Registrar or the copy thereof received by the Principal Security Agent after 10.00 a.m., Tokyo time, on any Business Day, such Exercise Notice shall be deemed to have been delivered on the next Business Day, which Business Day shall be deemed to be the Exercise Notice Delivery Date.

Subject to the relevant Holder performing its obligations in respect of the relevant Warrant or Unit, as the case may be, in accordance with these Conditions, the Settlement Date for such Warrants or Units, as the case may be, shall be the fifth Business Day following the Exercise Notice Delivery Date. In the event that a Holder does not, where applicable, so deliver an Exercise Notice in accordance with this Condition 24.7 prior to (a) in the case of Warrants represented by a Rule 144A Global Warrant held by

a Custodian on behalf of DTC, 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Cut-off Date or (b) in the case of Registered Warrants, 10.00 a.m., Tokyo time, on the Cut-off Date, the Issuer's obligations in respect of such Warrants shall be discharged and no further liability in respect thereof shall attach to the Issuer or the Guarantor, if any. For the avoidance of doubt, a Holder shall not be entitled to any payment, whether of interest or otherwise, in respect of the period from the Actual Exercise Date to the Settlement Date.

#### 24.8 Exercise Risk

Exercise of the Warrants is subject to all applicable laws, regulations and practices in force on the relevant Exercise Date and none of the Issuer, the Guarantor, if any, the Registrar or the Security Agents shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. None of the Issuer, the Guarantor (if applicable) or the Agents shall under any circumstances be liable for any acts or defaults of the relevant Clearing System or, as the case may be, the relevant Account Holder in relation to the performance of its duties in relation to the Warrants.

### 25. MINIMUM AND MAXIMUM NUMBER OF WARRANTS EXERCISABLE

#### 25.1 American Style Warrants

This Condition 25.1 applies only to American Style Warrants.

- (a) The number of Warrants exercisable by any Holder on any Actual Exercise Date or, in the case of Automatic Exercise, the number of Warrants held by any Holder on any Actual Exercise Date, in each case as determined by the Issuer, must not be less than the Minimum Exercise Number specified in the applicable Final Terms and, if specified in the applicable Final Terms, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Final Terms. Any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.
- (b) If the Issuer determines that the number of Warrants being exercised on any Actual Exercise Date by any Holder or a group of Holders (whether or not acting in concert) exceeds the Maximum Exercise Number (a number equal to the Maximum Exercise Number being the "**Quota**"), the Issuer may deem the Actual Exercise Date for the first Quota of such Warrants, selected at the discretion of the Issuer, to be such day and the Actual Exercise Date for each additional Quota of such Warrants (and any remaining number thereof) to be each of the succeeding Exercise Business Days until all such Warrants have been attributed with an Actual Exercise Date, provided, however, that the deemed Actual Exercise Date for any such Warrants which would thereby fall after the Expiration Date shall fall on the Expiration Date. In any case where more than the Quota of Warrants are exercised on the same day by Holder(s), the order of settlement in respect of such Warrants shall be at the sole discretion of the Issuer.

#### 25.2 European Style Warrants

This Condition 25.2 applies only to European Style Warrants.

The number of Warrants exercisable by any Holder on the Exercise Date, as determined by the Issuer, must be equal to the Minimum Exercise Number specified in the applicable Final Terms and, if specified in the applicable Final Terms, if a number greater than the Minimum Exercise Number, must

be an integral multiple of the number specified in the applicable Final Terms. Any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.

## 26. TERMS APPLICABLE TO CERTIFICATES ONLY

Conditions 27 to 33 apply to Certificates only.

## 27. DEFINITIONS

"**AER Averaging Date**" means each date specified as an AER Averaging Date in respect of an AER Valuation Period in the applicable Final Terms or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day. For the purposes of these Conditions, each AER Averaging Date shall be treated as an "Averaging Date" *mutatis mutandis* as if references herein to "Actual Exercise Date" were to "AER Valuation Period";

"**AER Valuation Period**" has the meaning given to it in Annex 1;

"**Averaging Date**" means, in the case of Index Securities, Share Securities, ETI Securities, Debt Securities, Fund Securities, each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (i) if "**Omission**" is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant Settlement Price provided that, if through the operation of this provision no Averaging Date would occur, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (ii) if "**Postponement**" is specified as applying in the applicable Final Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (iii) if "**Modified Postponement**" is specified as applying in the applicable Final Terms, then:
  - (A) where the Certificates are Index Securities relating to a single Index, Share Securities relating to a single Share or ETI Securities relating to a single ETI Interest, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (I) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date), and (II) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with subparagraph (i) of the definition of "Valuation Date" below; and

- (B) where the Certificates are Index Securities relating to a Basket of Indices, Share Securities relating to a Basket of Shares or ETI Securities relating to a Basket of ETI Interests, the Averaging Date for each Index, Share or ETI Interest not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each Index, Share or ETI Interest affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Index, Share or ETI Interest. If the first succeeding Valid Date in relation to such Index, Share or ETI Interest has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (I) that last such consecutive Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date) in respect of such Index, Share or ETI Interest, and (II) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with subparagraph (ii) of the definition of "Valuation Date" below;

**"Cash Settlement Amount"** means the amount (which may never be less than zero) to which the Holder is entitled in the Settlement Currency in relation to each such Certificate equal to the Final Payout specified in the applicable Final Terms.

The Cash Settlement Amount (if any) shall be rounded to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention, provided that:

- (a) if Rounding Convention 1 is specified as applicable in the applicable Final Terms, the Cash Settlement Amount shall be calculated using a maximum of four decimal places (with 0.00005 being rounded upwards) and shall be rounded to the second decimal place (with 0.005 being rounded upwards); or
- (b) if Rounding Convention 2 is specified as applicable in the applicable Final Terms, the Cash Settlement Amount shall not be subject to rounding but W&C Securities of the same Series held by the same Holder will be aggregated for the purpose of determining the aggregate Cash Settlement Amount in respect of such Certificates and the aggregate of such Cash Settlement Amounts will be rounded down to the nearest whole sub-unit of the Settlement Currency in such manner as the Calculation Agent shall determine,

Provided That if the product of the Final Payout is zero, no amount shall be payable in respect of the relevant Certificate;

**"Initial Averaging Date"** means each date specified as an Initial Averaging Date in respect of an Initial Valuation Period in the applicable Final Terms or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day. For the purposes of these Conditions, each Initial Averaging Date shall be treated as an "Averaging Date" *mutatis mutandis* as if references herein to "Actual Exercise Date" were to "Initial Valuation Period";

**"Observation Date"** means each date specified as an Observation Date in the applicable Final Terms or if any such date is not a Scheduled Trading Day (in the case of Index Securities, Share Securities, ETI Securities, Debt Securities or Fund Securities), the immediately following Scheduled Trading Day. The provisions contained in the definition of "Averaging Date" shall apply if any such day is a

Disrupted Day *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Observation Date" unless Observation Day Disruption Consequences is specified as not applicable in the applicable Final Terms, in which case such date will be an Observation Date notwithstanding the occurrence of a Disrupted Day and in the case of Index Securities, Share Securities, ETI Securities or Debt Securities, the provisions of (i)(B) or (ii)(B), as applicable, of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price or amount on such Observation Date as if such Observation Date were a Valuation Date that was a Disrupted Day;

**"Observation Period"** means the period specified as the Observation Period in the applicable Final Terms;

**"Reference Banks"** means the five major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the relevant rate (which, if EURIBOR is the relevant rate, shall be the euro-zone);

**"Valid Date"** means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date or another Observation Date does not or is deemed not to occur;

**"Valuation Date"** means, in the case of Index Securities, Share Securities, ETI Securities or Debt Securities, unless otherwise specified in the applicable Final Terms, the Redemption Valuation Date specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (i) where the Certificates are Index Securities relating to a single Index, Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest or Debt Securities relating to a single Debt Instrument, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the Settlement Price:
  - (A) in the case of Index Securities, by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or
  - (B) in the case of Share Securities, ETI Securities or Debt Securities, in accordance with its good faith estimate of the Settlement Price as of the Valuation Time on the last such consecutive Scheduled Trading Day; or
- (ii) where the Certificates are Index Securities relating to a Basket of Indices, Share Securities relating to a Basket of Shares, ETI Securities relating to a Basket comprised of ETI Interests or Debt Securities relating to a Basket of Debt Instruments, the Valuation Date for each Index, Share, ETI Interest or Debt Instrument, as the case may be, not affected by the occurrence of a

Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index, Share, ETI Interest or Debt Instrument affected, as the case may be, (each an "**Affected Item**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Price using, in relation to the Affected Item, the level or value as applicable, determined using:

- (A) in the case of an Index, the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or
- (B) in the case of a Share, ETI Interest or Debt Security, its good faith estimate of the value for the Affected Item as of the Valuation Time on that last such consecutive Scheduled Trading Day,

and otherwise in accordance with the above provisions; and

**"Valuation Time"** means:

- (a) the Valuation Time, as the case may be, specified in the applicable Final Terms; or
- (b)
  - (i) in the case of Index Securities relating to a Composite Index, unless otherwise specified in the applicable Final Terms, (A) for the purposes of determining whether a Market Disruption Event has occurred: (x) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (y) in respect of any options contracts or futures contracts on such Index, the close of trading on the Related Exchange; and (B) in all other circumstances, the time at which the official closing level of such Index is calculated and published by the Index Sponsor; or
  - (ii) in the case of Index Securities relating to Indices other than Composite Indices, Share Securities or ETI Securities unless otherwise specified in the applicable Final Terms, the Scheduled Closing Time on the relevant Exchange on the relevant Strike Date, Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Index, Share or ETI Interest to be valued, provided that if the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time, as the case may be, is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.



## 28. FORM OF CERTIFICATES

Certificates are represented by (i) a permanent global certificate ("**Permanent Global Certificate**"), (ii) a Rule 144A Global Certificate (as defined below), (iii) a Regulation S Global Certificate (as defined below) or (iv) certificates in registered form ("**Registered Certificates**"), as specified in the applicable Final Terms. Except as provided herein, no Certificates in definitive form will be issued.

In the event that the applicable Final Terms specify that Certificates are eligible for sale in the United States ("**U.S. Certificates**") (such eligibility to be pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**")), (A) the Certificates sold in the United States to qualified institutional buyers ("**QIBs**") within the meaning of Rule 144A ("**Rule 144A**") under the Securities Act ("**Rule 144A Certificates**") will be represented by one or more Rule 144A global certificates (each, a "**Rule 144A Global Certificate**"), (B) the Certificates sold in the United States to QIBs who are QPs will be represented by a Rule 144A Global Certificate and (C) in any such case, the Certificates sold outside the United States to persons that are not (i) a "U.S. person" as defined in Regulation S; or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the Commodities Exchange Act; or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the CFTC; or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**") will be represented by one or more Regulation S global certificates (each, a "**Regulation S Global Certificate**"). References herein to a "**Clearing System Global Certificate**" means, as the context so requires, a Rule 144A Global Certificate, a Regulation S Global Certificate or the Permanent Global Certificate, representing the Certificates and Certificates represented by a Clearing System Global Certificate are referred to herein as "**Clearing System Certificates**".

In the event that the Final Terms does not specify that Certificates are eligible for sale in the United States or to U.S. persons, the Certificates offered and sold outside the United States to non-U.S. persons in reliance on Regulation S and pursuant to CFTC regulations and guidance will be represented by a Regulation S Global Certificate or a Permanent Global Certificate or will be Registered Certificates, as the case may be.

In the event that the Certificates are constituted by a Clearing System Global Certificate other than a Rule 144A Global Certificate, the Clearing System Global Certificate will be deposited with (i) a depository (the "**Common Depository**") common to Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**") and/or any other relevant Clearing System, in each case in accordance with the rules and regulations of the relevant Clearing System(s). Certificates represented by a Rule 144A Global Certificate will be either (i) deposited with a custodian (a "**Custodian**") for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**"), or (ii) issued and deposited with the Common Depository on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System.

Registered Certificates will be offered and sold in reliance on Regulation S and pursuant to CFTC regulations and guidance and will be sold to non-U.S. persons outside the United States. Registered Certificates will initially be represented by a global certificate in registered form (a "**Registered Global Certificate**"). The Registered Global Certificate will be deposited with a common depository for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg and/or any other relevant Clearing System.

Interests in a Registered Global Certificate will be exchangeable (free of charge), in whole but not in part, for definitive Registered Certificates only upon the occurrence of an Exchange Event. For these

purposes, "**Exchange Event**" means that the Issuer has been notified that Euroclear and Clearstream, Luxembourg or any other relevant Clearing System, as the case may be, have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available. The Issuer will promptly give notice to Holders in accordance with Condition 10 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or any other relevant Clearing System, as the case may be, (acting on the instructions of any holder of an interest in such Registered Global Certificate) may give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar.

Interests in a Rule 144A Global Certificate and a Regulation S Global Certificate may be exchanged for interests in the other Global Certificates only as described herein. Interests in a Clearing System Global Certificate may not be exchanged for interests in a Registered Certificate and interests in a Registered Certificate may not be exchanged for interests in a Clearing System Global Certificate.

Each of the Clearing System Global Certificate and the Registered Global Certificate is referred to in these Terms and Conditions as a "**Global Certificate**". The applicable Final Terms (or the relevant provisions thereof) will be attached to such Global Certificate.

In the case of Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, if DTC notifies the Guarantor that it is unwilling or unable to continue as a depository for that Global Certificate or if at any time DTC ceases to be a "clearing agency" registered under the Exchange Act as amended, and a successor depository is not appointed by the Guarantor within 90 days of such notice, the Guarantor will deliver Certificates in definitive registered form (bearing such legends as may be required by the Guarantor) in exchange for that Rule 144A Global Certificate. Except in these circumstances, owners of beneficial interests in a Rule 144A Global Certificate held by a Custodian on behalf of DTC will not be entitled to have any portion of such Certificates registered in their name and will not receive or be entitled to receive physical delivery of registered Certificates in definitive form in exchange for their interests in that Rule 144A Global Certificate. Transfer, exercise, settlement and other mechanics related to any Certificates issued in definitive form in exchange for Certificates represented by such Rule 144A Global Certificate shall be as agreed between the Guarantor and the New York Security Agent.

## **29. TYPE (CERTIFICATES)**

The applicable Final Terms will indicate whether Certificates are redeemable in instalments and whether Averaging ("**Averaging**") will apply to the Certificates.

The applicable Final Terms will indicate if the Certificates are exercisable, if so whether Multiple Exercise applies and the relevant Exercise Date(s).

## **30. TITLE AND TRANSFER OF REGISTERED CERTIFICATES**

Subject as provided below, title to the Registered Certificates will pass upon the registration of transfers in accordance with the provisions of the Agency Agreement.

For so long as the Certificates are represented by a Registered Global Certificate held on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, each person (other than Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, as the holder

of a particular amount of such Certificates (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, as to the amount of Certificates standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, if any, and the Security Agents as the holder of such amount of such Certificates for all purposes other than with respect to the payment of principal with respect to such Certificates for which purpose the registered holder of the relevant Registered Global Certificate shall be treated by the Issuer, the Guarantor, if any, and the Security Agents as the holder of such amount of such Certificates in accordance with and subject to the terms of the relevant Registered Global Certificate (and the expressions "**Holder**" and "**holder of Certificates**" and related expressions shall be construed accordingly).

Transfers of beneficial interests in Registered Global Certificates will be effected by Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. Title will pass upon registration of the transfer in the books of Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be.

Upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Certificate in definitive form may be transferred in whole or in part. In order to effect any such transfer (i) the holder or holders must (a) surrender the Registered Certificate for registration of the transfer of the Registered Certificate (or the relevant part of the Registered Certificate) at the specified office of the Registrar or any Security Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (b) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Security Agent and (ii) the Registrar or, as the case may be, the relevant Security Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 15 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Security Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Security Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Registered Certificate in definitive form of a like amount to the Registered Certificate (or the relevant part of the Registered Certificate) transferred. In the case of the transfer of part only of a Registered Certificate in definitive form, a new Registered Certificate in definitive form in respect of the balance of the Registered Certificate not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

Holders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration or exchange in the jurisdiction of the Issuer or in any other jurisdiction where the Registrar's specified office is located.

Registered Certificates and interests therein may not be transferred at any time, directly or indirectly, in the United States or to or for the benefit of a U.S. person, and any such transfer shall not be recognised.

## 31. REDEMPTION (CERTIFICATES)

### 31.1 General

Unless the Certificates are Exercisable Certificates, subject as provided in these Terms and Conditions and each Certificate will be redeemed by the Issuer by payment of the Cash Settlement Amount, such redemption to occur, subject as provided below, on the date falling on the fifth Business Day following the Valuation Date, unless specified otherwise in the applicable Final Terms (the "**Redemption Date**"). If the date for payment of any amount in respect of the Certificates is not a Business Day, the holder thereof shall not be entitled to payment until the next following Business Day and shall not be entitled to any further payment in respect of such delay.

The Certificates may also be subject to automatic early redemption upon the occurrence of an Automatic Early Redemption Event, as defined in and in accordance with the provisions of Condition 31.7 if specified in the applicable Final Terms.

### 31.2 Issuer Call Option

If Issuer Call Option is specified in the applicable Final Terms, the Issuer may, having given:

- (a) except in the case of Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, not less than 15 nor more than 30 days' (or such other period specified in the applicable Final Terms (the "**Notice Period**")) notice to the Holders in accordance with Condition 10 and, in the case of Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, not less than 30 nor more than 45 days' notice to the Holders in accordance with Condition 10; and
- (b) not less than 15 days (or such Notice Period specified in the applicable Final Terms) before the giving of the notice referred to in (i), notice to the relevant Security Agent,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Certificates then outstanding on any date fixed for redemption as specified in the applicable Final Terms (an "**Optional Redemption Date**") and at an amount (the "**Optional Redemption Amount**") specified in, or determined on the date (the "**Optional Redemption Valuation Date**") and in the manner specified in the applicable Final Terms.

In the case of a partial redemption, the rights of Holders of Certificates represented by a Global Certificate will be governed by the standard procedures of Euroclear, Clearstream Luxembourg, DTC, as applicable, or any relevant Clearing System (as the case may be). So long as the Certificates are listed on the official list of the Luxembourg Stock Exchange or Euronext Paris ("**Euronext Paris**"), as the case may be, and admitted to trading on the regulated market of the Luxembourg Stock Exchange or Euronext Paris, as the case may be, and the rules of that stock exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Certificates, in the case where the Certificates are listed on the official list of Euronext Paris, cause to be published on the website of Euronext Paris ([www.euronext.com](http://www.euronext.com)) a notice specifying the aggregate nominal amount of Certificates outstanding.

### 31.3 Holder Put Option

If Holder Put Option is specified in the applicable Final Terms, upon the Holder of any Certificate giving to the Issuer not less than 15 nor more than 30 days' notice (or such other period specified in the applicable Final Terms (the "**Notice Period**")) the Issuer will, upon the expiry of such notice, redeem,

subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Certificate on any date fixed for redemption as specified in the applicable Final Terms (an "**Optional Redemption Date**") and at an amount (the "**Optional Redemption Amount**") specified in, or determined on the date (the "**Optional Redemption Valuation Date**") and in the manner specified in the applicable Final Terms (each date and amount as specified in the applicable Final Terms). If the Optional Redemption Amount is zero, no amount shall be payable on redemption of such Certificate.

If the Certificate is held outside DTC, Euroclear and Clearstream, Luxembourg and/or any other relevant Clearing System, to exercise the right to require redemption of the Certificate the Holder of the Certificate must deliver at the specified office of any Security Agent or the Registrar at any time during normal business hours of such Registrar or Security Agent falling within the Notice Period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Security Agent (a "**Put Notice**") and in which the Holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 31.3, accompanied by the Certificate or evidence satisfactory to the Security Agent concerned that the Certificate will, following delivery of the Put Notice, be held to its order or under its control in a manner reasonably satisfactory to the Security Agent concerned. If the Certificate is held through DTC, Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, to exercise the right to require redemption of the Certificate the Holder of the Certificate must, within the Notice Period, give notice to the Security Agent concerned of such exercise in accordance with the standard procedures of DTC, Euroclear and Clearstream, Luxembourg and/or any other relevant Clearing System (which may include notice being given on his instruction by DTC, Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System or any common depository for them to the Security Agent by electronic means) in a form acceptable to DTC, Euroclear and Clearstream, Luxembourg and/or any other relevant Clearing System from time to time. Any Put Notice given by a Holder of any Certificate pursuant to this Condition 31.3 shall be irrevocable.

#### 31.4 Redemption in Instalments

If the applicable Final Terms specify that the Certificates are Instalment Certificates, each Certificate will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms.

#### 31.5 Redemption of Partly Paid Certificates

Partly Paid Certificates will be redeemed in accordance with the provisions set out in the applicable Final Terms.

#### 31.6 Exercise of Certificates

If Exercise of Certificates is specified as applicable in the applicable Final Terms, the Certificates (such Certificates "**Exercisable Certificates**") will be automatically exercised on the Exercise Date, or, if Multiple Exercise is specified as applicable in the applicable Final Terms, each Exercise Date subject as provided in the following paragraph. Upon automatic exercise each Certificate entitles its Holder to receive from the Issuer the Cash Settlement Amount on the Exercise Settlement Date or, if Multiple Exercise is specified as applicable in the applicable Final Terms, the relevant Exercise Settlement Date.

#### 31.7 Automatic Early Redemption (Certificates)

(a) If "Automatic Early Redemption" is specified as applicable in the applicable Final Terms, then unless previously redeemed or purchased and cancelled, if on any Automatic Early

Redemption Valuation Date the Automatic Early Redemption Event occurs, then the Certificates will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the amount (if any) payable by the Issuer on such date upon redemption of each Certificate shall be equal to the relevant Automatic Early Redemption Amount.

(b) Definitions relating to Automatic Early Redemption

"**AER Rate**" means the rate specified as such in the applicable Final Terms;

"**Automatic Early Redemption Amount**" means an amount in the Settlement Currency equal to the Automatic Early Redemption Payout set out in the applicable Final Terms. If the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Certificate pursuant to this Condition;

"**Automatic Early Redemption Date**" means each date specified as such in the applicable Final Terms, or if such date is not a Business Day, the next following Business Day, and no Holder shall be entitled to any interest or further payment in respect of such delay;

"**Automatic Early Redemption Event**" means that (a) in the case of a single Underlying Reference, the Underlying Reference Level or (b) in the case of a Basket of Underlying References, the Basket Price is, (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Automatic Early Redemption Level as specified in the applicable Final Terms;

"**Automatic Early Redemption Level**" means the level of the Underlying Reference specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**Automatic Early Redemption Valuation Date**" means each date as specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Automatic Early Redemption Valuation Date";

"**Basket of Underlying References**" means, for the purposes of this Condition 31.7, the Basket of Indices, Basket of Shares or ETI Basket to which the value of the relevant W&C Securities may relate, as specified in the applicable Final Terms;

"**Basket Price**" means, in respect of any Automatic Early Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each Underlying Reference as the product of (a) the Underlying Reference Level of such Underlying Reference on such Automatic Early Redemption Valuation Date and (b) the relevant Weighting;

"**Observation Price Source**" means the source specified as such in the applicable Final Terms;

"**Relevant Adjustment Provisions**" means:

- (i) in the case of Index Securities, Index Security Condition 2 (*Market Disruption*) and Index Security Condition 3 (*Adjustments to an Index*);
- (ii) in the case of Share Securities, Share Security Condition 2 (*Market Disruption*), Share Security Condition 3 (*Potential Adjustment Events*) and Share Security Condition 4 (*Extraordinary Events*);
- (iii) in the case of ETI Securities, ETI Security Condition 2 (*Market Disruption*) and ETI Security Condition 3 (*Potential Adjustment Events*); and
- (iv) in the case of Debt Securities, Debt Security Condition 3 (*Market Disruption*);

"**Underlying Reference**" means, for the purposes of this Condition 31.7 each Index, Share, ETI Interest or Debt Security to which the relevant W&C Securities relate; and

"**Underlying Reference Level**" means, in respect of any Automatic Early Redemption Valuation Date, (i) "official level", "official close", "bid price" or "asked price" of the Underlying Reference, as specified in the applicable Final Terms published by the Observation Price Source or (ii) if Standard Price is specified as applicable in the applicable Final Terms (a) in the case of Share Securities and ETI Securities, the price of the relevant Underlying Reference or (b) in the case of Index Securities, the level of the relevant Underlying Reference, in each case, as determined by the Calculation Agent as of the Valuation Time on such Automatic Early Redemption Valuation Date or, in the case of the "official close" level, at such time on such Automatic Early Redemption Valuation Date as the official close is published by the Observation Price Source.

(c) AER Rate Determination

Where the applicable Final Terms specify that the AER Rate is determined by reference to a Screen Rate the AER Rate will, subject as provided below, be either:

- (i) the offered quotation; or
- (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the AER Reference Rate(s) which appears or appear, as the case may be, on the AER Screen Page as at the AER Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the AER Reference Rate Determination Date in question plus or minus (as indicated in the applicable Final Terms) the AER Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the AER Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the AER Screen Page is not available or if, in the case of subparagraph (i), no offered quotation appears or, in the case of subparagraph (ii), fewer than three offered quotations appear, in each case as at the AER Specified Time, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as

a percentage rate per annum) for the AER Reference Rate at approximately the AER Specified Time on the AER Reference Rate Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the AER Rate shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the AER Margin (if any), all as determined by the Calculation Agent.

If on any AER Reference Rate Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the AER Rate shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the AER Specified Time on the relevant AER Reference Rate Determination Date, deposits in the Settlement Currency for a period equal to that which would have been used for the AER Reference Rate by leading banks in the inter-bank market applicable to the AER Reference Rate (which will be the London inter-bank market, if the AER Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the AER Reference Rate is EURIBOR) plus or minus (as appropriate) the AER Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the offered rate for deposits in the Settlement Currency for a period equal to that which would have been used for the AER Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Settlement Currency for a period equal to that which would have been used for the AER Reference Rate, at which, at approximately the AER Specified Time on the relevant AER Reference Rate Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the inter-bank market applicable to the AER Reference Rate (which will be the London inter-bank market, if the AER Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the AER Reference Rate is EURIBOR) plus or minus (as appropriate) the AER Margin (if any).

If the applicable Final Terms specifies a Minimum AER Reference Rate then, in the event that the AER Reference Rate determined in accordance with the above provisions is less than such Minimum AER Reference Rate, the AER Rate calculated using such Minimum AER Reference Rate.

### 31.8 Payout Switch

If Payout Switch is specified as applicable in the applicable Final Terms (i) if Payout Switch Election is specified as applicable in the applicable Final Terms, the Issuer may in its sole and absolute discretion elect that or (ii) if Automatic Payout Switch is specified as applicable in the applicable Final Terms and an Automatic Payout Switch Event occurs, the Final Payout for the Certificates will be amended (a "**Payout Switch**") from the Final Payout specified in the Final Terms to the Switched Payout specified in the applicable Final Terms on and after the Payout Switch Date specified in the applicable Final Terms. Notice of any Payout Switch will be given to Holders in accordance with Condition 10.

"**Automatic Payout Switch Event**" means that the Final Payout value is (a) "greater than", (b) "equal to or greater than", (c) "less than" or (d) "less than or equal to", as specified in the applicable Final Terms, the Automatic Payout Switch Level, (x) on a Automatic Payout Switch Date or (y) in respect of an Automatic Payout Switch Period, as specified in the applicable Final Terms;



"**Automatic Payout Switch Date**" means each date specified as such in the applicable Final Terms; and

"**Automatic Payout Switch Level**" means the number, amount, level or percentage specified as such in the applicable Final Terms; and

"**Automatic Payout Switch Period**" means each period specific as such in the applicable Final Terms.

## 32. PAYMENTS (CERTIFICATES)

### 32.1 General

Except in the case of Registered Certificates and subject as provided below, the Issuer or, failing which, the Guarantor, if any, shall pay or cause to be paid the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) for each Certificate by credit or transfer to the Holder's account with the relevant Clearing System for value on the Redemption Date (or (a) in the case of Instalment Certificates, on the relevant Instalment Date; or (b) if Multiple Exercise is specified as applicable in the applicable Final Terms, on the relevant Exercise Settlement Date) less any Expenses, such payment to be made in accordance with the rules of such Clearing System.

Except in the case of Registered Certificates, the Issuer or the Guarantor, if any, will be discharged by payment to, or to the order of, the relevant Clearing System in respect of the amount so paid. Each of the persons shown in the records of the relevant Clearing System as the holder of a particular amount of the Certificates must look solely to the relevant Clearing System for his share of each such payment so made to, or to the order of, such Clearing System.

In the case of Registered Certificates, the Issuer or, failing which, the Guarantor, if any, shall pay or cause to be paid the Cash Settlement Amount (if any) (or in the case of Instalment Amount, each Instalment Amount) in respect of each Registered Certificate (whether or not in global form) against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Certificate at the specified office of the Registrar or any of the Security Agents by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date (the "**Record Date**"). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the amount of the Certificates held by a holder is less than U.S.\$250,000 (or integral multiples of U.S.\$1,000 in excess thereof) (or its approximate equivalent in any other Settlement Currency), payment will instead be made by a cheque in the Settlement Currency drawn on a Designated Bank (as defined below). Notwithstanding anything to the contrary in this paragraph, payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Certificate denominated in CNY (whether or not in global form) will be made solely by transfer to the Designated Account of the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the Record Date. For these purposes, "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the

Register and "**Designated Bank**" means (i) (in the case of payment in a Settlement Currency other than euro or CNY) a bank in the principal financial centre of the country of such Settlement Currency (ii) (in the case of a payment in euro) any bank which processes payments in euro; and (iii) (in the case of a payment in CNY) a bank in the CNY Settlement Centre(s) which is able to process CNY.

Holders of Registered Certificates will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Certificate as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar/relevant Security Agent in respect of any payments of principal or interest in respect of the Registered Certificates.

None of the Issuer, the Guarantor (if applicable) or any of the Security Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Certificates or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

A record of each payment made on such Registered Global Certificate will be made on such Registered Global Certificate by the Registrar to which such Registered Global Certificate is presented for the purpose of making such payment, and such record shall be *prima facie* evidence that the payment in question has been made.

The holder of the relevant Registered Global Certificate shall be the only person entitled to receive payments in respect of Registered Certificates represented by such Registered Global Certificate and the payment obligations of the Issuer or the Guarantor (if applicable) will be discharged by payment to, or to the order of, the holder of such Registered Global Certificate in respect of each amount so paid. Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, as the holder of a particular amount of Certificates must look solely to Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Registered Global Certificate. No person other than the holder of the relevant Registered Global Certificate shall have any claim against the Issuer or the Guarantor (if any) in respect of any payments due on that Registered Global Certificate.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto, (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.

### 32.2 CNY Payment Disruption Event

If the applicable Final Terms specify "**CNY Payment Disruption Event**" to be applicable, in the event that the Calculation Agent determines, in its sole and absolute discretion, that a CNY Payment Disruption Event has occurred or is likely to occur and that such CNY Payment Disruption Event is material in relation to the Issuer's payment obligations under the Certificates in respect of the Redemption Date or other date on which any amount in respect of the Certificates shall be due and payable (each such date, an "**Affected Payment Date**"), then the Calculation Agent shall notify Holders as soon as practicable of the occurrence of such CNY Payment Disruption Event in accordance with Condition 10.

If the applicable Final Terms specify that "CNY Payment Disruption Event" is applicable to the Certificates, upon the occurrence of a CNY Payment Disruption Event:

(i) *Postponement*

If the applicable Final Terms specify "Postponement" to be applicable in respect of the Certificates, then the Affected Payment Date shall be postponed until the earlier of (A) the second Business Day following the day on which such CNY Payment Disruption Event ceases to exist, and (B) the date falling 14 calendar days following the original date on which the Affected Payment Date was scheduled to fall (the "**CNY Payment Disruption Cut-off Date**") and notice thereof shall be given to the relevant Holders in accordance with Condition 10.

(ii) *Payment of Equivalent Amount*

If the applicable Final Terms specify "Payment of Equivalent Amount" to be applicable in respect of the Certificates, the Issuer shall, upon giving notice prior to the relevant Affected Payment Date to the Holders in accordance with Condition 10, make payment of the Equivalent Amount of the relevant payment or such other amount payable (if applicable) on the relevant Affected Payment Date. Any such payment made by the Issuer on an Affected Payment Date shall be in full and final settlement of its obligations to pay such amount in respect of the Certificates.

For these purposes:

"CNY" means Chinese Yuan or Renminbi, the lawful currency of the People's Republic of China (including any lawful successor currency to the CNY);

"CNY Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the People's Republic of China, Hong Kong and any other CNY Settlement Centre(s);

"CNY Payment Disruption Event" means the occurrence of any of the following events:

- (a) an event which makes it impossible (where it had previously been possible) or impractical for the Issuer to convert any amounts due and payable in CNY under the Certificates into or from the Equivalent Amount Settlement Currency in the general CNY foreign exchange market in the relevant CNY Settlement Centre(s), except where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any CNY Governmental Authority (unless such law, rule or regulation is enacted after the relevant Trade Date, and it is impossible or impractical for the Issuer, due to events beyond its control, to comply with such law, rule or regulation) (a "**CNY Inconvertibility Event**"). For the avoidance of doubt, the inability of the Issuer to convert CNY solely due to issues relating to its creditworthiness shall not constitute a CNY Inconvertibility Event;
- (b) an event that makes it impossible (where it had previously been possible) or impractical for the Issuer to deliver (i) CNY between accounts inside the relevant CNY Settlement Centre(s), or (ii) from an account inside the relevant CNY Settlement Centre(s) to an account outside the relevant CNY Settlement Centre(s)

(including, if applicable, to another CNY Settlement Centre) and outside Mainland China, or (iii) from an account outside the relevant CNY Settlement Centre(s) (including, if applicable, from an account inside another CNY Settlement Centre) and outside Mainland China to an account inside the relevant CNY Settlement Centre(s), except where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any CNY Governmental Authority (unless such law, rule or regulation is enacted after the relevant Trade Date, and it is impossible or impractical for the Issuer, due to events beyond its control, to comply with such law, rule or regulation) (a "**CNY Non-Transferability Event**"). For the purposes of determining whether a CNY Non-Transferability Event has occurred only, a segregated CNY fiduciary cash account with the People's Bank of China and operated by Bank of China (Hong Kong) Limited shall be deemed to be an account inside Hong Kong; and

- (c) an event that makes it impossible (where it had previously been possible) or impractical for the Issuer to obtain a firm quote of an offer price in respect of any amounts due and payable in CNY under the Certificates (either in one transaction or a commercially reasonable number of transactions that, when taken together, is no less than such amount) in the general CNY foreign exchange market in the relevant CNY Settlement Centre(s) in order to perform its obligations under the Certificates (a "**CNY Illiquidity Event**"). For the avoidance of doubt, the inability of the Issuer to obtain such firm quote solely due to issues relating to its creditworthiness shall not constitute a CNY Illiquidity Event;

"**CNY Settlement Centre**" means the financial centre(s) specified as such in the applicable Final Terms in accordance with applicable laws and regulations. If no CNY Settlement Centre is specified in the relevant Final Terms, the CNY Settlement Centre shall be deemed to be Hong Kong;

"**Equivalent Amount**" means, following the occurrence of a CNY Payment Disruption Event and in respect of the relevant payment or such other amount payable (if applicable) on the relevant Affected Payment Date or the relevant CNY Payment Disruption Cut-off Date, as the case may be (for these purposes, the "**Relevant CNY Amount**"), an amount in the Equivalent Amount Settlement Currency determined by the Calculation Agent (in its sole and absolute discretion), by converting the Relevant CNY Amount into the Equivalent Amount Settlement Currency using the Equivalent Amount Settlement Price for the relevant Affected Payment Date or the relevant CNY Payment Disruption Cut-off Date, as the case may be;

"**Equivalent Amount Settlement Currency**" means the currency specified as such in the applicable Final Terms;

"**Equivalent Amount Settlement Price**" means, in respect of any relevant day, the spot rate of exchange between CNY and the Equivalent Amount Settlement Currency on such day, appearing on the Equivalent Amount Settlement Price Source at the Equivalent Amount Settlement Valuation Time on such day (expressed as a number of units (or part units) of CNY for which one unit of the Equivalent Amount Settlement Currency can be exchanged), or if such rate is not available, the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer CNY/Equivalent Amount Settlement Currency exchange rates provided by two or more leading dealers on a foreign exchange market (as selected by the Calculation Agent) at the Equivalent Amount Settlement Valuation Time on such day. If less

than two leading dealers provide the Calculation Agent with bid and offer CNY/Equivalent Amount Settlement Currency exchange rates on such day, the Calculation Agent shall determine the Equivalent Amount Settlement Price in its discretion;

**"Equivalent Amount Settlement Price Source"** means the price source specified in the applicable Final Terms;

**"Equivalent Amount Settlement Valuation Time"** means, unless otherwise specified in the applicable Final Terms, the time at which the Equivalent Amount Settlement Price Source publishes the Equivalent Amount Settlement Price;

**"impossible"** or **"impossibility"** in relation to a CNY Payment Disruption Event, shall include (but shall not be limited to) any act which, if done or performed by the Issuer (or any affiliate of the Issuer) would be or result in the breach of any applicable law, rule, or regulation; and

**"impractical"** or **"impracticality"** means, in relation to a CNY Payment Disruption Event and in respect of any action to be taken by the Issuer, that the Issuer (or any of its affiliates) would incur a materially increased amount of taxes, duties, expenses or fees (as compared with circumstances existing on the Trade Date) to perform such action.

Notwithstanding the foregoing, payments in respect of Certificates denominated and payable in CNY will be made solely by the transfer to a CNY bank account maintained in the CNY Settlement Centre(s) in accordance with prevailing rules and regulations.

### **33. PRESCRIPTION (CERTIFICATES)**

Claims against the Issuer or the Guarantor, if any, for payment of principal in respect of the Certificates shall become void unless made within 60 months from the Redemption Date and no claims shall be made after such date.

## ANNEX 1

### ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

The following terms and conditions (the "**Payout Conditions**"), subject to completion in the applicable Final Terms, relate to the payouts in respect of the W&C Securities. In particular, certain sections of the Payout Conditions will be set out and completed in the applicable Final Terms. In the event of any inconsistency between the terms and conditions of the W&C Securities (the "**Conditions**") and the Payout Conditions, the Payout Conditions shall prevail. The descriptions of the payouts and/or related provisions included in italics below do not form part of the Payout Conditions, are included for information purposes only and are subject to the detailed terms of the relevant payout.

#### 1. FINAL PAYOUTS

The following final payouts which when pro rated amongst each W&C Security the subject of the relevant redemption or exercise (each a "**Final Payout**") will apply to the W&C Securities if specified in the applicable Final Terms:

##### (a) Listed Securities Final Payout

If the W&C Securities are specified in the applicable Final Terms as being Listed Securities Final Payout:

$$\text{MAX}[0, (1-C) \times B_F - K]$$

*Description of the Final Payout:*

*The Final Payout will equal the greater of zero and the excess (if any), of the value of  $B_F$  (multiplied by the difference between 1 and Charges) on the Final Valuation Date of the Final Valuation Period above the Strike.*

##### (b) Short Certificates Final Payout

If the W&C Securities are specified in the applicable Final Terms as being Short Certificates Final Payout:

$$\text{MAX}\left[0, B_0 - (1+C) \times B_F + B_0 \times \left[1 + (\text{InterestRate} + \text{Spread} - \text{Repo}) \times \frac{\text{Act}(0,T)}{360}\right]\right]$$

*Description of the Final Payout:*

*The Final Payout will equal the greater of zero and the sum of*

*(a) the value of  $B_0$  multiplied by the sum of:*

*(i) 1; and*

*(ii) the product of (x) the Interest Rate plus the Spread minus the Repo and (y) the number of actual days from (and including) the Trade Date to (but excluding) the Final Valuation Date divided by 360; and*

*(b) the difference (if any), of the value of  $B_0$  and  $B_F$  (multiplied by the sum of 1 and Charges) on the Final Valuation Date of the Final Valuation Period.*

(c) **Out-Performance Certificates Final Payout**

If the W&C Securities are specified in the applicable Final Terms as being Out-Performance Certificates Final Payout:

$$\text{MAX}\left[0, (1-C) \times B_F + \text{OB} \times \frac{\text{Act}(0,T)}{360} \times B_0\right]$$

*Description of the Final Payout:*

*The Final Payout will equal the greater of zero and the sum of the value of (a)  $B_F$  (multiplied by the difference between 1 and Charges) and (b) the value of  $B_0$  multiplied by the Outperformance Bonus multiplied by the actual number of days from (and including) the Trade Date to (but excluding) the Final Valuation Date divided by 360.*

(d) **Turbo Certificates Final Payout**

If the W&C Securities are specified in the applicable Final Terms as being Turbo Certificates Final Payout:

$$\text{MAX}\left[0, B_0 + L \times (B_F \times (1-C) - B_0) - B_0 \times (L-1) \times (\text{InterestRate} + \text{Spread}) \times \frac{\text{Act}(0,T)}{360}\right]$$

*Description of the Final Payout:*

*The Final Payout will equal the greater of zero and the difference between:*

*(a) the sum of (i) the value of  $B_0$  and (ii)  $L$  multiplied by the difference (if any), of the value of  $B_F$  (multiplied by the difference between 1 and Charges) and  $B_0$  on the Final Valuation Date and;*

*(b) the product of (i) value of  $B_0$ ; (ii) the value of  $L$  minus 1; (iii) the sum of the Interest Rate and the Spread; and (iv) the actual number of days from (and including) the Trade Date to (but excluding) the Final Valuation Date divided by 360.*

(e) **Short Turbo Certificates Final Payout**

If the W&C Securities are specified in the applicable Final Terms as being Short Turbo Certificates Final Payout:

$$\text{MAX}\left[0, B_0 + L \times (B_F \times (1+C) - B_0) + L \times B_0 \times \text{Repo} \times \frac{\text{Act}(0,T)}{360} + B_0 \times (\text{InterestRate} + \text{Spread}) \times \frac{\text{Act}(0,T)}{360}\right]$$

*Description of the Final Payout:*

*The Final Payout will equal the greater of zero and the sum of:*

*(a) the value of  $B_0$  ;*

*(b)  $L$  multiplied by the difference (if any), of the value of  $B_F$  (multiplied by the sum of 1 and Charges) and  $B_0$  on the Final Valuation Date of the Final Valuation Period;*

*(c)  $L$  multiplied by the value of  $B_0$  multiplied by the value of the Repo multiplied by the actual number of days from (and including) the Trade Date to (but excluding) the Final Valuation Date divided by 360; and*

(d) the value of  $B_0$  multiplied by the product of (i) the sum of the Interest Rate and the Spread; and (ii) the actual number of days from (and including) the Trade Date to (but excluding) the Final Valuation Date divided by 360.

(f) **Listed Security on Single Underlying Final Payout**

If the W&C Securities are specified in the applicable Final Terms as being Listed Securities Final Payout:

$$\text{Max} \left[ 0, (1 - C) \times \frac{S_F^j}{FX_F^j} - K \right]$$

*Description of the Final Payout:*

*The Final Payout will equal the greater of zero and the excess (if any), of the value of  $S_f^j$  (multiplied by the difference between 1 and Charges and divided by  $FX_f^j$ ) on the Final Valuation Date of the Final Valuation Period above the Strike.*

## 2. AUTOMATIC EARLY REDEMPTION PAYOUTS

If Automatic Early Redemption is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs, the following Automatic Early Redemption payouts (each an "**Automatic Early Redemption Payout**") shall apply to the W&C Securities if specified in the applicable Final Terms:

(a) **Short Certificates Automatic Early Redemption Payout**

If the W&C Securities are specified in the applicable Final Terms as being Short Certificates Automatic Early Redemption Payout:

$$\text{MAX} \left[ 0, B_0 - (1 + C) \times B_{AER} + B_0 \times \left[ 1 + (\text{InterestRate} + \text{Spread} - \text{Repo}) \times \frac{\text{Act}(0, AER \text{ ValuationDate})}{360} \right] \right]$$

(b) **Out-Performance Certificates Automatic Early Redemption Payout**

If the W&C Securities are specified in the applicable Final Terms as being Out-Performance Certificates Automatic Early Redemption Payout:

$$\text{MAX} \left[ 0, (1 - C) \times B_{AER} + \left[ OB \times \frac{\text{Act}(0, AER \text{ ValuationDate})}{360} - \text{Break Fee} \times \frac{\text{Act}(AER \text{ ValuationDate}, T)}{360} \right] \times B_0 \right]$$

(c) **Turbo Certificates Automatic Early Redemption Payout**

If the W&C Securities are specified in the applicable Final Terms as being Turbo Certificates Automatic Early Redemption Payout:

$$\text{MAX} \left[ 0, B_0 + L \times (B_{AER} \times (1 - C) - B_0) - B_0 \times (L - 1) \times (\text{Interest Rate} + \text{Spread}) \times \frac{\text{Act}(0, AER \text{ ValuationDate})}{360} \right]$$

(d) **Short Turbo Certificates Automatic Early Redemption Payout**

If the W&C Securities are specified in the applicable Final Terms as being Short Turbo Certificates Automatic Early Redemption Payout:



$$\text{MAX} \left[ \begin{array}{l} 0, B_0 + L \times (B_{AER} \times (1 + C) - B_0) + L \times B_0 \times \text{Repo} \times \frac{\text{Act}(0, [AER] \text{ ValuationDate})}{360} \\ + B_0 \times (\text{InterestRate} + \text{Spread}) \times \frac{\text{Act}(0, [AER] \text{ ValuationDate})}{360} \end{array} \right]$$

### 3. FORMULA CONSTITUENT MEANINGS AND DEFINITIONS FOR FINAL PAYOUTS AND AUTOMATIC EARLY REDEMPTION PAYOUTS

#### (a) Formula Constituent Meanings

$\sum_{j=1}^n$  means the sum of the amounts determined in respect of each Underlying Reference  $j$  comprising the Basket of Underlying References;

$\text{Act}(O, T)$  means the actual number of days from (and including) the Trade Date to (but excluding) the Final Valuation Date;

$\text{Act}(O, AER \text{ Valuation Date})$  means the actual number of days from (and including) the Trade Date to (but excluding) the AER Valuation Date;

$\text{Act}(AER \text{ Valuation Date}, T)$  means the actual number of days from (and including) the AER Valuation Date to (but excluding) the Final Valuation Date;

$B_0$  means an amount determined in accordance with the following formula:

$$= \sum_{j=1}^n w_j \times \frac{S_0^j}{FX_0^j};$$

$B_F$  means an amount determined in accordance with the following formula:

$$= \sum_{j=1}^n w_j \times \frac{S - TR_F^j}{FX_F^j};$$

$B_t$  means an amount determined in accordance with the following formula:

$$= \sum_{j=1}^n w_j \times \frac{S - TR_t^j}{FX_t^j};$$

$B_{AER}$  means an amount determined in accordance with the following formula:  $= \sum_{j=1}^n w_j \times \frac{S - TR_{AER}^j}{FX_{AER}^j};$

**Break Fee** means the percentage specified as such in the applicable Final Terms;

**C** means Charges;

$Div\%^j$  means:

- (i) where the Underlying Reference  $j$  is a Share, the Percentage of Dividends Reinvested in respect of the Share; or

(ii) in any other case, zero;

$FX_0^j$  means in respect of Underlying Reference j, the actually executed rate of exchange for conversion of any amount of Underlying Reference j into the Settlement Currency on the Trade Date;

$FX_F^j$  means in respect of Underlying Reference j, the actually executed rate of exchange for conversion of any amount of Underlying Reference j into the Settlement Currency during the Final Valuation Period;

$FX_t^j$  means in respect of Underlying Reference j, the Exchange Rate (as specified in the Final Terms) for conversion of any amount of Underlying Reference j into the Settlement Currency on a Scheduled Trading Day;

$FX_{AER}^j$  means in respect of Underlying Reference j, the actually executed rate of exchange for conversion of any amount of Underlying Reference j into the Settlement Currency during the AER Valuation Period;

Gross Dividend $_{AER}^j$  means, in respect of Underlying Reference j:

(i) where the Underlying Reference j is a Share, the sum of the Cash Dividends per Underlying Reference j in respect of the Share Company for which the Share has gone ex-dividend during the period from (and excluding) the Scheduled Trading Day immediately preceding the AER Valuation Date to (and including) the AER Valuation Date; or

(ii) in any other case, zero;

Gross Dividend $_F^j$  means, in respect of Underlying Reference j:

(i) where the Underlying Reference j is a Share, the sum of the Cash Dividends per Underlying Reference j in respect of the Share Company for which the Share has gone ex-dividend during the period from (and excluding) the Scheduled Trading Day immediately preceding the Final Valuation Date to (and including) the Final Valuation Date; or

(ii) in any other case, zero;

Gross Dividend $_t^j$  means, in respect of Underlying Reference j:

(i) where the Underlying Reference j is a Share, the sum of the Cash Dividends per Underlying Reference j in respect of the Share Company for which the Share has gone ex-dividend during the period from (and excluding) a Scheduled Trading Day immediately preceding the relevant Scheduled Trading Day to (and including) the relevant Scheduled Trading Day; or

(ii) in any other case, zero;

**K** means Strike;

**L** means Leverage;

**OB** means Outperformance Bonus;

$S_0^j$  means, in respect of Underlying Reference j, the Initial Underlying Reference j Price;

$S_{AER}^j$  means, in respect of Underlying Reference j, the Underlying Reference j Price (AER) as determined on the Final Valuation Date in the AER Valuation Period;

$S_F^j$  means, in respect of Underlying Reference j, the Underlying Reference j Price (Final) as determined on the Final Valuation Date in the Final Valuation Period;

$S_t^j$  means, in respect of Underlying Reference j, the Underlying Reference j Price on the Scheduled Trading Day t;

$S_{t-1}^j$  means, in respect of Underlying Reference j, the Underlying Reference j Price on the Scheduled Trading Day immediately preceding the Scheduled Trading Day t.

$S\_TR_{AER}^j$  means, in respect of Underlying Reference j, an amount determined in accordance with the following formula:

$$S\_TR_{AER}^j = S\_TR_{t-1}^j \times \left( \frac{S_{AER}^j + Div\%^j \times GrossDividend_{AER}^j}{S_{t-1}^j} \right)$$

$S\_TR_F^j$  means, in respect of Underlying Reference j, an amount determined in accordance with the following formula:

$$S\_TR_F^j = S\_TR_{t-1}^j \times \left( \frac{S_F^j + Div\%^j \times GrossDividend_F^j}{S_{t-1}^j} \right)$$

$S\_TR_t^j$  means, in respect of Underlying Reference j, an amount determined in accordance with the following formula on a Scheduled Trading Day t:

$$= S\_TR_{t-1}^j \times \left( \frac{S_t^j + Div\%^j \times GrossDividend_t^j}{S_{t-1}^j} \right), \text{ where}$$

$S\_TR_{t-1}^j$  means, in respect of Underlying Reference j, the value of  $S\_TR_t^j$  for such Underlying Reference j on the Scheduled Trading Day immediately preceding such Scheduled Trading Day t;

(b) **Definitions**

"**AER Valuation Date**" or "**Automatic Early Redemption Valuation Date**" means the date on which the Automatic Early Redemption Event occurs;

"**AER Valuation Period**" means the period from and including the AER Valuation Date to and including:

- (i) the day on which the Issuer sells or otherwise realises the Underlying Reference j or unwinds any relevant hedging arrangements held directly or indirectly to hedge the Issuer's obligation in respect of the relevant W&C Securities; or

- (ii) if Averaging is specified in the relevant Final Terms, the final AER Averaging Date specified in the Final Terms.

**"Charges"** means the percentage specified as such in the applicable Final Terms;

**"Costs"** means any costs, expenses, duties, taxes, levies, registration fees or other charges of whatever nature, whether levied or assessed retrospectively or otherwise, which are incurred, sustained or would become payable by the Issuer, any Affiliates and/or any hedge provider as determined by the Calculation Agent acting in its sole discretion by reference to such factors as the Calculation Agent shall deem relevant, as a result of, or in connection with, the realisation or disposal of any Underlying Reference j or any other security or securities or instrument(s) held by the Issuer, its Affiliate and/or any other hedge provider in connection with any relevant hedging arrangements in connection with the relevant W&C Securities;

**"Final Valuation Date"** means (a) the final Averaging Date, if Averaging is specified as applicable or (b) the final day in the Final Valuation Period or AER Valuation Period, as the case may be;

**"Final Valuation Period"** means the period from and including the Valuation Date to and including:

- (i) the day on which the Issuer sells or otherwise realises the Underlying Reference j or unwinds any relevant hedging arrangements held directly or indirectly to hedge the Issuer's obligation in respect of the relevant W&C Securities; or
- (ii) if Averaging is specified in the relevant Final Terms, the final Averaging Date specified in the Final Terms.

**"Interest Rate"** means the percentage specified as such in the applicable Final Terms;

**"Initial Underlying Reference j Price"** means, in respect of an Underlying Reference j, the Calculation Agent's good faith determination of the arithmetic average price per Underlying Reference j (net of any Costs) which the Issuer, any Affiliate and/or any hedge provider obtains in purchasing or otherwise executing an acquisition of the Underlying Reference j or, entering into or establishing any relevant hedging arrangements held directly or indirectly to hedge the Issuer's obligation in respect of the relevant W&C Securities for each day or, if Averaging is specified as applicable, each Initial Averaging Date during the Initial Valuation Period;

**"Initial Valuation Period"** means the period from and including the Trade Date to and including:

- (i) the day on which the Issuer purchases or otherwise executes an acquisition of the Underlying Reference j or, enters into or establishes any relevant hedging arrangements held directly or indirectly to hedge the Issuer's obligation in respect of the relevant W&C Securities; or
- (ii) if Averaging is specified in the relevant Final Terms, the final Initial Averaging Date specified in the Final Terms.

**"Leverage"** means the percentage specified as such in the applicable Final Terms;

"**Outperformance Bonus**" means the percentage specified as such in the applicable Final Terms;

"**Percentage of Dividends Reinvested**" means the percentage specified as such in the applicable Final Terms;

"**Repo**" means the percentage specified as such in the applicable Final Terms;

"**Spread**" means the percentage specified as such in the applicable Final Terms;

"**Strike**" means, in respect of Underlying Reference j, the Strike Price specified as such in respect of Underlying Reference j in the applicable Final Terms;

"**t**" means any day that is a Scheduled Trading Day;

"**Trade Date**" means the Trade Date specified as such in the applicable Final Terms;

"**Underlying Reference j Price**" means, in respect of Scheduled Trading Day t:

- (a) if the Underlying Reference j is an Index, the Closing Level;
- (b) if the Underlying Reference j is a Share, the Closing Price;
- (c) if the Underlying Reference j is an ETI, the Closing Price;
- (d) if the Underlying Reference j is a Debt Security, the Closing Price; or
- (e) if the Underlying Reference j is a Fund Security, the Closing Price,

in each case in respect of such day; "**Underlying Reference j Price (AER)**" means the Calculation Agent's good faith determination of the arithmetic average price per Underlying Reference j (net of any Costs) which the Issuer, any Affiliate and/or any hedge provider obtains in selling or otherwise realising the Underlying Reference j or unwinding any relevant hedging arrangements held directly or indirectly to hedge the Issuer's obligation in respect of the relevant W&C Securities for each day or, if Averaging is specified as applicable, each AER Averaging Date during the AER Valuation Period;

"**Underlying Reference j Price (Final)**" means the Calculation Agent's good faith determination (in making such determination, the Calculation Agent may consider sales or realisations on a volume weighted average price, time weighted average price, best efforts or closing price basis) of the arithmetic average price per Underlying Reference j (net of any Costs) which the Issuer, any Affiliate and/or any hedge provider obtains in selling or otherwise realising the Underlying Reference j or unwinding any relevant hedging arrangements held directly or indirectly to hedge the Issuer's obligation in respect of the relevant W&C Securities for each day or, if Averaging is specified as applicable, each Averaging Date during the Final Valuation Period; and

"**w<sub>j</sub>**" means, in respect of Underlying Reference j, the number of units for Underlying Reference j.

## ANNEX 2

### ADDITIONAL TERMS AND CONDITIONS FOR INDEX SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Index Securities shall comprise the terms and conditions of the W&C Securities (the "**Conditions**") and the additional Terms and Conditions set out below (the "**Index Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Conditions and (ii) the Index Security Conditions, the Index Security provisions shall prevail.

#### 1. Definitions

"**Basket of Indices**" means a basket composed of each Index specified in the applicable Final Terms in the weightings specified in the applicable Final Terms;

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant securities;

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions;

"**Closing Level**" means, in respect of an Index and a Scheduled Trading Day, the official closing level of such Index on such day as determined by the Calculation Agent, subject as provided in Index Security Condition 3 (Adjustments to an Index);

"**Component Security**" means, in respect of a Composite Index, each component security of such Index;

"**Composite Index**" means any Index specified as such in the applicable Final Terms, or if not so specified, any Index which the Calculation Agent determines to be such an Index;

"**Disrupted Day**" means:

- (a) in respect of any Composite Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of such Index, (ii) the Related Exchange fails to open for trading during its regular trading session, or (iii) a Market Disruption Event has occurred; and
- (b) in respect of an Index that is not a Composite Index, any Scheduled Trading Day on which (i) the relevant Exchange and/or any Related Exchange fails to open for trading during its regular trading session or (ii) a Market Disruption Event has occurred;

"**Early Closure**" means:

- (a) in respect of a Composite Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the

Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day; and

- (b) in the case of an Index which is not a Composite Index, the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day;

**"Exchange"** means:

- (a) in the case of a Composite Index, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent; and
- (b) in the case of any Index which is not a Composite Index, in respect of such Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange);

**"Exchange Business Day"** means either (a) in the case of a single Index, Exchange Business Day (Single Index Basis) or (b) in the case of a Basket of Indices, (i) Exchange Business Day (All Indices Basis) or (ii) Exchange Business Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Exchange Business Day (All Indices Basis) shall apply;

**"Exchange Business Day (All Indices Basis)"** means any Scheduled Trading Day on which (a) in respect of any Indices other than Composite Indices, each Exchange and each Related Exchange, if any, are open for trading during their respective regular trading session(s) in respect of such Indices, notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time and (b) in respect of any Composite Indices, (i) the Index Sponsor publishes the level of such Composite Indices and (ii) each Related Exchange, if any, is open for trading during its regular trading session in respect of such Composite Indices, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time;

**"Exchange Business Day (Per Index Basis)"** means, in respect of an Index, any Scheduled Trading Day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are open for trading during their regular trading session(s), notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (b) in respect of a Composite Index, (i) the relevant Index Sponsor publishes the level of such Composite Index and (ii) the Related Exchange, if any, is open for trading during its regular trading session in respect of such Composite Index, notwithstanding such Related Exchange closing prior to its Scheduled Closing Time;

**"Exchange Business Day (Single Index Basis)"** means any Scheduled Trading Day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, are open for trading during their regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its Scheduled Closing Time and (b) in respect of a Composite Index (i) the relevant Index Sponsor publishes the level of such Composite Index and (ii) the relevant Related Exchange, if any, is open for trading during its regular trading session in respect of such Composite Index, notwithstanding such Related Exchange closing prior to its Scheduled Closing Time;

**"Exchange Disruption"** means:

- (a) in respect of a Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (i) any Component Security on the Exchange in respect of such Component Security or (ii) in futures or options contracts relating to such Index on the Related Exchange; and
- (b) in the case of an Index which is not a Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange;

**"Index"** and **"Indices"** mean, subject to adjustment in accordance with this Annex 2, the index or indices specified in the applicable Final Terms and related expressions shall be construed accordingly;

**"Index Correction Period"** means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle;

**"Index Sponsor"** means, in relation to an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date is the index sponsor specified for such Index in the applicable Final Terms;

**"Intraday Level"** means, in respect of an Index and any time on a Scheduled Trading Day, the level of such Index at such time on such day as determined by the Calculation Agent, subject as provided in Index Security Condition 3 (Adjustments to an Index);

**"Multi-Exchange Index"** means any Index specified as such in the applicable Final Terms, or if not so specified, any Index which the Calculation Agent determines to be such an Index;

**"Related Exchange"** means, in relation to an Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as



determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index;

**"Scheduled Trading Day"** means either (a) in the case of a single Index, Scheduled Trading Day (Single Index Basis) or (b) in the case of a Basket of Indices, (i) Scheduled Trading Day (All Indices Basis) or (ii) Scheduled Trading Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Scheduled Trading Day (All Indices Basis) shall apply;

**"Scheduled Trading Day (All Indices Basis)"** means any day on which (a) in respect of any Indices other than Composite Indices, each Exchange and each Related Exchange, if any, are scheduled to be open for trading during their respective regular trading session(s) in respect of such Indices, and (b) in respect of any Composite Indices, (i) the Index Sponsor is scheduled to publish the level of such Composite Indices and (ii) each Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Composite Indices;

**"Scheduled Trading Day (Per Index Basis)"** means, in respect of an Index, any day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are scheduled to be open for trading during their respective regular trading session(s), and (b) in respect of a Composite Index, (i) the relevant Index Sponsor is scheduled to publish the level of such Composite Index and (ii) the relevant Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Composite Index;

**"Scheduled Trading Day (Single Index Basis)"** means any day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, are scheduled to be open for trading during their respective regular trading session(s), and (b) in respect of a Composite Index (i) the relevant Index Sponsor is scheduled to publish the level of such Composite Index and (ii) the relevant Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Composite Index;

**"Settlement Cycle"** means, in respect of an Index, the period of Clearance System Days following a trade in the security comprising such Index on the Exchange in which settlement will customarily occur according to the rules of such Exchange;

**"Settlement Price"** means, unless otherwise stated in the applicable Final Terms, in relation to each W&C Security or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject to the provisions of this Annex 2 and as referred to in "Strike Date", "Averaging Date", "Observation Date" or "Valuation Date", as the case may be, any underlying reference price required to be calculated in order to determine the Final Payout or Automatic Early Redemption Payout, as the case may be, or if applicable:

- (a) in the case of Index Securities relating to a Basket of Indices and in respect of each Index comprising the Basket of Indices, an amount (which shall be deemed to be a monetary value on the same basis as the Exercise Price (in the case of Warrants) or in the Index Currency (in the case of Certificates)) equal to the official closing level for such Index as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of such Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting; and

- (b) in the case of Index Securities relating to a single Index, an amount (which shall be deemed to be a monetary value on the same basis as the Exercise Price (in the case of Warrants) or in the Index Currency (in the case of Certificates)) equal to the official closing level of the Index as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of the Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date;

**"Settlement Price Date"** means the Strike Date, an Observation Date or the Valuation Date, as the case may be; and

**"Trading Disruption"** means:

- (a) in respect of a Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to such Index on the Related Exchange; and
- (b) in the case of an Index which is not a Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to securities that comprise 20 per cent. or more of the level of the relevant Index; or (ii) in futures or options contracts relating to the relevant Index on any relevant Related Exchange.

## 2. Market Disruption

**"Market Disruption Event"** means:

- (a) in respect of a Composite Index either:
- (i) (A) the occurrence or existence, in respect of any Component Security, of:
- (1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
- (2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
- (3) an Early Closure in respect of such Component Security; and
- (B) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of such Index; or

- (ii) the occurrence or existence, in respect of futures or options contracts relating to such Index, of: (A) a Trading Disruption; (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one-hour period that ends at the Valuation Time in respect of the Related Exchange; or (C) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that Component Security to the level of such Index shall be based on a comparison of (x) the portion of the level of such Index attributable to that Component Security to (y) the overall level of such Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data"; and

- (b) in the case of Indices other than Composite Indices, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure. For the purposes of determining whether a Market Disruption Event in respect of such Index exists at any time, if a Market Disruption Event occurs in respect of a security included in such Index at any time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (A) the portion of the level of such Index attributable to that security and (B) the overall level of such Index, in each case immediately before the occurrence of such Market Disruption Event.

The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 10 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been the Strike Date, an Averaging Date, an Observation Date, the Automatic Early Redemption Valuation Date or a Valuation Date, as the case may be.

### **3. Adjustments to an Index**

#### **3.1 Successor Index Sponsor Calculates and Reports an Index**

If a relevant Index is (a) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the "**Successor Index Sponsor**") acceptable to the Calculation Agent, or (b) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then in each case that index (the "**Successor Index**") will be deemed to be the Index.

#### **3.2 Modification and Cessation of Calculation of an Index**

If (a) on or prior to the last Averaging Date, the last Observation Date or the last Valuation Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation and other routine events) (an "**Index Modification**"), or permanently cancels a relevant Index and no Successor Index exists (an "**Index Cancellation**"), or (b) on an Averaging Date, an Observation Date or a Valuation Date, the Index Sponsor or (if applicable) the Successor Index Sponsor fails to calculate and announce a relevant Index (an "**Index Disruption**" and, together with an Index Modification and an Index Cancellation, each an "**Index Adjustment Event**"), then, except as may be limited in the case of U.S. Securities:

- (a) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the W&C Securities and, if so, shall calculate the relevant Settlement Price using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Valuation Date, that Observation Date or that Averaging Date, as the case may be, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event; or
- (b) in the case of Warrants, the Issuer may cancel the Warrants by giving notice to Holders in accordance with Condition 10. If the Warrants are so cancelled, the Issuer will pay an amount to each Holder in respect of each Warrant, or if Units are specified in the applicable Final Terms, each Unit being cancelled at an amount equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10; or
- (c) in the case of Certificates, the Issuer may redeem the W&C Securities by giving notice to Holders in accordance with Condition 10. If the W&C Securities are so redeemed the Issuer will pay an amount to each Holder in respect of each W&C Security being redeemed at an amount equal to the fair market value of such W&C Security taking into account the Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10.

### 3.3 Notice

The Calculation Agent shall, as soon as practicable, notify the relevant Security Agent or the Registrar, as the case may be, of any determination made by it pursuant to paragraph 3.2 above and the action proposed to be taken in relation thereto and such Security Agent or the Registrar, as the case may be, shall make available for inspection by Holders copies of any such determinations.

## 4. Correction of Index

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the W&C Securities, if the Index published on a given day and used or to be used by the Calculation Agent to make any determination under the W&C Securities is subsequently corrected and the correction is published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor, (a) in respect of a Composite Index, no later than five Exchange Business Days following the date of the original publication, or (b) in respect of an Index which is not a Composite Index, within the number of days equal to the Index Correction Period of the original publication, the level to be used shall be the level of the Index as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the W&C Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

## ANNEX 3

### ADDITIONAL TERMS AND CONDITIONS FOR SHARE SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Share Securities shall comprise the terms and conditions of the W&C Securities (the "**Conditions**") and the additional Terms and Conditions set out below ("**Share Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Conditions and (ii) the Share Security Conditions, the Share Security Conditions shall prevail.

#### 1. Definitions

"**Basket Company**" means each company specified as such in the applicable Final Terms and "**Basket Companies**" means all such companies;

"**Basket of Shares**" means (a) a basket composed of Shares of each Basket Company specified in the applicable Final Terms in the weightings or numbers of Shares of each Basket Company specified in the applicable Final Terms or (b) a Relative Performance Basket;

"**China Connect Disruption**" means (i) any suspension of or limitation imposed on routing of orders (including in respect of buy orders only, sell orders only or both buy and sell orders) through the China Connect Service, relating to the Share on the Exchange or (ii) any event (other than a China Connect Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of the market participants in general to enter orders in respect of Shares through the China Connect Service;

"**China Connect Early Closure**" means the closure on any China Connect Business Day of the China Connect Service prior to its Scheduled Closing Time unless such earlier closing time is announced by SEHK or the Exchange, as the case may be, at least one hour prior to the earlier of (i) the actual closing time for order-routing through the China Connect Service on such China Connect Business Day and (ii) the submission deadline for orders to be entered into the China Connect Service system for execution on the Exchange at the Valuation Time on such China Connect Business Day;

"**China Connect Business Day**" means any Scheduled Trading Day on which the China Connect Service is open for order-routing during its regular order-routing sessions, notwithstanding the China Connect Service closing prior to its Scheduled Closing Time;

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant Share;

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions;

"**Closing Price**" means, in respect of a Share and a Scheduled Trading Day, the official closing price of such Share on such day as determined by the Calculation Agent, subject as provided in Share Security Condition 3 (Potential Adjustment Events) and Share Security Condition 4 (Extraordinary Events) (as amended where "GDR/ADR" is specified as applicable);

"**Disrupted Day**" means any Scheduled Trading Day on which (i) a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session, (ii) on which the China Connect

Service fails to open for order-routing during its regular order-routing session or (iii) or on which a Market Disruption Event has occurred;

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

**"Exchange"** means, in respect of a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange);

**"Exchange Business Day"** means either (a) in the case of a single Share, Exchange Business Day (Single Share Basis) or (b) in the case of a Basket of Shares, (i) Exchange Business Day (All Shares Basis) or (ii) Exchange Business Day (Per Share Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per Share Basis) shall apply;

**"Exchange Business Day (All Shares Basis)"** means, in respect of a Basket of Shares, any Scheduled Trading Day on which each Exchange and each Related Exchange, if any, are open for trading in respect of all Shares comprised in the Basket of Shares during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time;

**"Exchange Business Day (Per Share Basis)"** means, in respect of a Share, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in respect of such Share are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

**"Exchange Business Day (Single Share Basis)"** means any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

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

**"Extraordinary Event Effective Date"** means, in respect of an Extraordinary Event, the date on which such Extraordinary Event occurs, as determined by the Calculation Agent in its sole and absolute discretion;

**"Intraday Price"** means, in respect of a Share and any time on a Scheduled Trading Day, the published or quoted price of such Share at such time on such day as determined by the Calculation Agent, subject

as provided in Share Security Condition 3 (Potential Adjustment Events) and Share Security Condition 4 (Extraordinary Events) (as amended where "GDR/ADR" is specified as applicable);

**"Related Exchange"** means, in relation to a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share;

**"Relative Performance Basket"** means a basket composed of Shares of each Basket Company specified in the applicable Final Terms where no weighting shall be applicable and where the Cash Settlement Amount shall be determined by reference to the Share which is either (a) the best performing, or (b) the worst performing, in each case as specified in the applicable Final Terms;

**"Scheduled Trading Day"** means either (a) in the case of a single Share, Scheduled Trading Day (Single Share Basis) or (b) in the case of a Basket of Shares, (i) Scheduled Trading Day (All Shares Basis) or (ii) Scheduled Trading Day (Per Share Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Scheduled Trading Day (Per Share Basis) shall apply;

**"Scheduled Trading Day (All Shares Basis)"** means, in respect of a Basket of Shares, any day on which (i) each Exchange and each Related Exchange are scheduled to be open for trading in respect of all Shares comprised in the Basket of Shares during their respective regular trading session(s) and (ii) the China Connect Service is scheduled to be open for order-routing for its regular order-routing sessions;

**"Scheduled Trading Day (Per Share Basis)"** means, in respect of a Share, any day on which (i) the relevant Exchange and the relevant Related Exchange in respect of such Share are scheduled to be open for trading during their respective regular trading session(s) and (ii) the China Connect Service is scheduled to be open for order-routing for its regular order-routing sessions;

**"Scheduled Trading Day (Single Share Basis)"** means any day on which (i) the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s) and (ii) the China Connect Service is scheduled to be open for order-routing for its regular order-routing sessions;

**"Settlement Cycle"** means in respect of a Share, the period of Clearance System Days following a trade in the Share on the Exchange in which settlement will customarily occur according to the rules of such Exchange;

**"Settlement Price"** means, in relation to each Security, or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject to the provisions of this Annex 3 and as referred to in "Strike Date", "Averaging Date", "Observation Date" or "Valuation Date", as the case may be, any underlying reference price required to be calculated in order to determine the Final Payout or Automatic Early Redemption Payout, as the case may be, or if applicable:

- (a) in the case of Share Securities relating to a Basket of Shares and in respect of each Share comprising the Basket, an amount equal to the official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Share on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date, or if in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the relevant Settlement Price Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for such Share whose official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be determined based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of such Share or on such other factors as the Calculation Agent shall decide), multiplied by the relevant Weighting, such value to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate, all as determined by or on behalf of the Calculation Agent; and
- (b) in the case of Share Securities relating to a single Share, an amount equal to the official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Share on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date, or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the relevant Settlement Price Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for the Share based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Share or on such other factors as the Calculation Agent shall decide), such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Settlement Price, all as determined by or on behalf of the Calculation Agent;



**"Settlement Price Date"** means the Strike Date, an Observation Date or the Valuation Date, as the case may be;

**"Shares"** and **"Share"** mean, subject to adjustment in accordance with this Annex 3, in the case of an issue of W&C Securities relating to a Basket of Shares, each share and, in the case of an issue of W&C Securities relating to a single Share, the share, specified in the applicable Final Terms and related expressions shall be construed accordingly;

**"Share Company"** means, in the case of an issue of W&C Securities relating to a single Share, the company that has issued such Share;

**"Share Correction Period"** means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle; and

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

## 2. **Market Disruption**

**"Market Disruption Event"** means, in relation to W&C Securities relating to a single Share or a Basket of Shares, in respect of a Share, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption, (c) a China Connect Disruption, which in each case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, (d) an Early Closure or (e) a China Connect Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 10 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been the Strike Date, an Averaging Date, an Observation Date, the Automatic Early Redemption Valuation Date or a Valuation Date as the case may be.

## 3. **Potential Adjustment Events**

**"Potential Adjustment Event"** means any of the following:

- (a) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of the relevant Shares of (i) such Shares or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Basket Company or Share Company, as the case may be, equally or proportionately with such payments to holders of such Shares or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Basket Company or Share Company, as the case may be, as a result of a spin-off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (c) an extraordinary dividend as determined by the Calculation Agent;

- (d) a call by a Basket Company or Share Company, as the case may be, in respect of relevant Shares that are not fully paid;
- (e) a repurchase by the Basket Company or its subsidiaries or Share Company or its subsidiaries, as the case may be, of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (f) in respect of a Basket Company or Share Company, as the case may be, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Basket Company or Share Company, as the case may be, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (g) any other event that may have, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.

**"Potential Adjustment Event Effective Date"** means, in respect of a Potential Adjustment Event, the date on which such Potential Adjustment Event is announced by the relevant Basket Company or Share Company, as the case may be, as determined by the Calculation Agent in its sole and absolute discretion.

Except as may be limited in the case of U.S. Securities, following the declaration by the Basket Company or Share Company, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will (a) make the corresponding adjustment, if any, to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share) and (b) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange.

Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 10 stating the adjustment to the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event and the Potential Adjustment Event Effective Date.

#### **4. Extraordinary Events**

- 4.1 The occurrence of any of De-Listing, Insolvency, Merger Event, Nationalisation, Tender Offer (unless Tender Offer is specified as not applicable in the applicable Final Terms), or, if specified as applicable in the applicable Final Terms, Illiquidity, Listing Change or Listing Suspension, as the case may be, shall be deemed to be an **"Extraordinary Event"**, the consequences of which are set forth in Share Security Condition 4.2:

**"De-Listing"** means, in respect of any relevant Shares, the Exchange announces that pursuant to the rules of such Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on (a) where the Exchange is located in the United States, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors) or (b) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

**"Illiquidity"** means, in respect of Share Securities relating to a Basket of Shares, that, in the determination of the Calculation Agent, during any period of five consecutive Scheduled Trading Days falling after the Issue Date (the **"Relevant Period"**), (a) the difference between the bid prices and the ask prices in respect of a Share during the Relevant Period is greater than 1 per cent. (on average), and/or (b) the average purchase price or the average selling price, determined by the Calculation Agent from the order book of the relevant Share on the relevant Exchange during the Relevant Period, in relation to the purchase or sale of Shares with a value equal to or greater than EUR 10,000.00, is greater than MID plus 1 per cent. (in relation to a purchase of Shares) or lower than the MID minus 1 per cent. (in relation to a sale of Shares). For these purposes, **"MID"** means an amount equal to (i) the sum of the bid price and the ask price, in each case for the relevant Share at the relevant time, (ii) divided by two.

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

**"Listing Change"** means, in respect of any relevant Shares, that such Shares cease (or will cease) to be listed, traded or publicly quoted on the listing compartment or the relevant market of the Exchange on which such Shares were listed, traded or publicly quoted on the Issue Date of the relevant W&C Securities, for any reason (other than a Merger Event or Tender Event).

**"Listing Suspension"** means, in respect of any relevant Shares, that the listing of such Shares on the Exchange has been suspended.

**"Merger Event"** means, in respect of any relevant Shares, any (a) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (b) consolidation, amalgamation, merger or binding share exchange of a Basket Company or Share Company, as the case may be, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Basket Company or Share Company, as the case may be, is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Basket Company or Share Company, as the case may be, that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (d) consolidation, amalgamation, merger or binding share exchange of the Basket Company or its subsidiaries or the Share Company or its subsidiaries, as the case may be, with or into another entity in which the Basket Company or Share Company, as the case may be, is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or

controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the relevant Extraordinary Event Effective Date is on or before the last occurring Valuation Date or where Averaging is specified in the applicable Final Terms, the final Averaging Date in respect of the relevant W&C Security.

"**Nationalisation**" means that all the Shares or all or substantially all the assets of the Basket Company or Share Company, as the case may be, are nationalised, expropriated or are otherwise transferred to any governmental agency, authority, entity or instrumentality thereof.

"**Tender Offer**" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. of the outstanding voting shares of the Basket Company or Share Company, as the case may be, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

#### 4.2 Consequences of the occurrence of an Extraordinary Event:

If an Extraordinary Event occurs in relation to a Share, the Issuer in its sole and absolute discretion may take the action described in (a), (b), (c) (in the case of Warrants), (d) (in the case of Certificates) or (e) (in each case, if applicable) or, in the case of W&C Securities relating to a Basket of Shares (f) below (except as may be limited in the case of U.S. Securities):

- (a) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the relevant Extraordinary Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the W&C Securities. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary Event made by any options exchange to options on the Shares traded on that options exchange. In addition, in relation to a Basket of Shares, the Calculation Agent may adjust the Basket of Shares in accordance with the provisions of subparagraph (f) below;
- (b) in the case of Share Securities relating to a Basket of Shares, cancel (in the case of Warrants) or redeem (in the case of Certificates) in part by giving notice to Holders in accordance with Condition 10. If the W&C Securities are so cancelled or redeemed, as the case may be, in part the portion (the "**Settled Amount**") of each Security, or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, representing the affected Share(s) shall be cancelled or redeemed, as the case may be, and the Issuer will:
  - (i) pay to each Holder in respect of each W&C Security or Unit, as the case may be, held by him an amount equal to the fair market value of the Settled Amount taking into account the relevant Extraordinary Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion; and
  - (ii) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the Exercise Price

(in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for such cancellation or redemption, as the case may be, in part.

For the avoidance of doubt the remaining part of each W&C Security or Unit, as the case may be, after such cancellation or redemption, as the case may be, and adjustment shall remain outstanding with full force and effect. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10;

- (c) in the case of Warrants, on giving notice to Holders in accordance with Condition 10, cancel all but not some only of the Warrants, or if Units are specified in the applicable Final Terms, Units, as the case may be, by payment of an amount equal to the fair market value of a Warrant or Unit, as the case may be, taking into account the relevant Extraordinary Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, plus if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10;
- (d) in the case of Certificates, on giving notice to Holders in accordance with Condition 10 redeem all but not some only of the W&C Securities at the amount equal to the fair market value of such W&C Security taking into account the relevant Extraordinary Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10; or
- (e) following such adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary Event, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded; or
- (f) on or after the relevant Extraordinary Event Effective Date, the Calculation Agent may adjust the Basket of Shares to include a Share selected by it in accordance with the criteria for Share selection set out below (each, a "**Substitute Share**") for each Share (each, an "**Affected Share**") of each Basket Company (each, an "**Affected Basket Company**") which is affected by such Extraordinary Event and the Substitute Share will be deemed to be a "**Share**" and the relevant issuer of such shares a "**Basket Company**" for the purposes of the W&C Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its

sole and absolute discretion determines appropriate, provided that (i) in the case of Certificates, in the event that any amount payable under the W&C Securities was to be determined by reference to the Initial Price of the Affected Share, the Initial Price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula, and (ii) in the case of Warrants, the Exercise Price will be determined by the Calculation Agent in accordance with the following formula:

$$\text{Initial Price (in the case of Certificates) / Exercise Price (in the case of Warrants)} = A \times (B/C)$$

where:

"A" is the official closing price of the relevant Substitute Share on the relevant Exchange on the Substitution Date;

"B" is, in the case of Warrants, the Exercise Price, or, in the case of Certificates, the Initial Price of the relevant Affected Share; and

"C" is the official closing price of the relevant Affected Share on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the Basket of Shares will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion and specified in the notice referred to below which may, but need not, be the relevant Extraordinary Event Effective Date.

The Weighting of each Substitute Share in the Basket of Shares will be equal to the Weighting of the relevant Affected Share.

In order to be selected as a Substitute Share, the relevant share must satisfy the following criteria, in the sole and absolute discretion of the Calculation Agent:

- (i) where the relevant Extraordinary Event is a Merger Event or a Tender Offer and the relevant share is not already included in the Basket of Shares, the relevant share shall be an ordinary share of the entity or person (other than the Affected Basket Company) involved in the Merger Event or the making of the Tender Offer, that is, or that as of the relevant Extraordinary Event Effective Date is promptly scheduled to be, (A) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the relevant Exchange (or, where the relevant Exchange is within the European Union, in any member state of the European Union) and (B) not subject to any currency exchange controls, trading restrictions or other trading limitations; or
- (ii) where the relevant Extraordinary Event is a Merger Event or a Tender Offer and a share would otherwise satisfy the criteria set out in paragraph (i) above, but such share is already included in the Basket of Shares, or in the case of an Extraordinary Event other than a Merger Event or a Tender Offer:
  - (A) the relevant issuer of the share shall belong to the same economic sector as the Affected Basket Company; and
  - (B) the relevant issuer of the share shall have a comparable market capitalisation, international standing and exposure as the Affected Basket Company.

Upon the occurrence of an Extraordinary Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer thereof as soon as practicable, and the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 10 stating the occurrence of the Extraordinary Event, giving details thereof and the action proposed to be taken in relation thereto including, in the case of a Share Substitution, the identity of the Substitute Shares and the Substitution Date.

#### 5. Correction of Share Price

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the W&C Securities, if the price of the relevant Share published on a given day and used or to be used by the Calculation Agent to make any determination under the W&C Securities is subsequently corrected and the correction is published by the relevant Exchange within the number of days equal to the Share Correction Period of the original publication, the price to be used shall be the price of the relevant Share as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the W&C Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

#### 6. Dividend Payment

If "Dividend Payment" is specified as being applicable in the applicable Final Terms, the following provisions shall apply to the W&C Securities:

- (a) In the event that on or after the Issue Date a Cash Dividend is paid by the Share Company or Basket Company, as the case may be, notwithstanding any provisions in these Terms and Conditions to the contrary, the Calculation Agent shall calculate (i) the relevant Distributed Amount and (ii) the relevant Dividend Date.
- (b) As soon as practicable following the Dividend Date, the Issuer shall give notice (a "**Cash Dividend Notice**") to the Holders in accordance with Condition 10 of the Cash Dividend and the relevant Cash Dividend Payment Date and the Issuer, or failing which the Guarantor, if applicable, shall pay to each Holder on the Cash Dividend Payment Date an amount equal to the Cash Dividend Amount in respect of each W&C Security held by him on the Cash Dividend Payment Date, provided that if the relevant Dividend Date has not occurred prior to the Actual Exercise Date (in the case of Warrants) or the Redemption Date (in the case of Certificates), the Issuer shall not be obliged to pay such Cash Dividend Amount and the Issuer and/or the Guarantor, if applicable, shall have no further obligation in respect thereof.
- (c) The Cash Dividend Notice shall specify the manner in which the Cash Dividend Amount shall be paid to each Holder.

For the purposes of this Share Security Condition 6 the following definitions shall apply:

**"Cash Dividend"** means any cash dividend paid by the Share Company or Basket Company in respect of a Share;

**"Cash Dividend Amount"** means, in respect of a W&C Security, an amount calculated by the Calculation Agent equal to the Distributed Amount less a *pro rata* share of Dividend Expenses, such amount to be converted into the Settlement Currency at an exchange rate determined by the Calculation Agent in its sole and absolute discretion on or as soon as practicable after the Dividend Date;

"**Cash Dividend Payment Date**" means, in respect of a Cash Dividend, the date specified as such in the relevant Cash Dividend Notice;

"**Distributed Amount**" means, in respect of a Cash Dividend, the amount of such dividend paid by the Share Company in respect of a Share, as determined by the Calculation Agent in its sole and absolute discretion;

"**Dividend Date**" means, in respect of a Cash Dividend, the date on which such Cash Dividend would be received by a holder of the Share as determined by the Calculation Agent in its sole and absolute discretion; and

"**Dividend Expenses**" means all present, future or contingent withholding, capital gain, profit, transactional or business tax or other similar tax or duty (including stamp duty) and/or expenses (including any applicable depository charges, transaction charges, issue, registration, transfer and/or other expenses) which the Calculation Agent determines have been or may be deducted and/or may arise or may have arisen in respect of the Cash Dividend and/or any payment of the Cash Dividend Amount in respect of the W&C Securities.

## **7. GDR/ADR**

Share Security Conditions 8 to 12 (inclusive) apply where "GDR/ADR" is specified in the applicable Final Terms.

## **8. Definitions relating to GDR/ADR**

"**ADR**" means an American Depository Receipt;

"**Conversion Event**" means any event which in the sole and absolute determination of the Calculation Agent results (or will result) in the GDRs and/or ADRs being converted into Underlying Shares or any other listed W&C Securities of the issuer of the Underlying Shares;

"**GDR**" means a Global Depository Receipt; and

"**Underlying Shares**" means the shares underlying an ADR or GDR, as the case may be.

## **9. General**

Save where specifically provided under the Final Terms, all references in the Conditions and the Share Security Conditions to the "Shares" shall be deemed to be to the GDRs or ADRs, as applicable, and/or the Underlying Shares, references to the "Share Company" or "Basket Company", as applicable, shall be deemed to be to the issuer of the GDRs or ADRs, as the case may be, and the issuer of the Underlying Shares, and references to the "Exchange" shall be deemed to be to the exchange or quotation system on which the GDRs or ADRs, as the case may be, are listed and the exchange or quotation system on which the Underlying Shares are listed, and with such additional or alternative modifications as the Calculation Agent may consider necessary or otherwise desirable provided that any such amendment is not materially prejudicial to the holders of W&C Securities.

## **10. Share Event**

Upon the occurrence of a Share Event, the Issuer in its sole and absolute discretion may take the action described in paragraphs (a), (b), (c) (in the case of Warrants), (d) (in the case of Certificates), (e) or (f), as applicable, of Share Security Condition 4.2. The Issuer shall give notice as soon as practicable to



the Holders in accordance with Condition 10 stating the occurrence of the Share Event, giving details thereof and the action proposed to be taken in relation thereto.

"**Share Event**" means each of the following events:

- (a) written instructions have been given by the Issuer or a Qualified Investor to the depository of the Underlying Shares to withdraw or surrender the Underlying Shares; and
- (b) the termination of the deposit agreement in respect of the Underlying Shares.

If an event constitutes both a Share Event and an Additional Disruption Event, the Calculation Agent shall have absolute discretion to determine which of these events such event constitutes.

#### **11. Potential Adjustment Event**

The following additional event shall be deemed added to paragraph (b) of the definition of Potential Adjustment Event in Share Security Condition 3:

"and/or a distribution in respect of the Underlying Shares of property other than cash, shares or rights relating to any Underlying Shares to the holder of the Underlying Shares".

#### **12. Extraordinary Events**

The following additional events shall be deemed added to the first paragraph of Share Security Condition 4.1 after the words "as not applicable in the applicable Final Terms)":

"Conversion Event".

## ANNEX 4

### ADDITIONAL TERMS AND CONDITIONS FOR ETI SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as ETI Securities shall comprise the terms and conditions of the W&C Securities (the "**Conditions**") and the additional Terms and Conditions set out below (the "**ETI Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Conditions and (ii) the ETI Security Conditions, the ETI Security Conditions, as applicable, shall prevail.

#### 1. **Definitions**

"**Basket Trigger Event**" means that an Extraordinary ETI Event occurs in respect of one or more ETI Interests or the related ETI comprising the ETI Basket which has or, in the event that an Extraordinary ETI Event has occurred in respect of more than one ETI, together have, a Weighting in the ETI Basket equal to or greater than the Basket Trigger Level;

"**Basket Trigger Level**" has the meaning given to it in the applicable Final Terms or if not so specified, 50 per cent.;

"**Calculation Date**" means each day(s) specified in the applicable Final Terms, or if not so specified, each day which is an Exchange Business Day;

"**Clearance System**" means the applicable domestic clearance system customarily used for settling trades in the relevant ETI Interest;

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions;

"**Closing Price**" means, in respect of an ETI and a Scheduled Trading Day, the official closing price (or if Value per ETI Interest is specified as applicable in the applicable Final Terms, the Value per ETI Interest) in respect of the relevant ETI Interest in relation to such day as determined by the Calculation Agent, subject as provided in ETI Security Condition 3 (Potential Adjustment Events) or ETI Security Condition 4 (Extraordinary ETI Events);

"**Disrupted Day**" means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred;

"**Dividend Event**" means that with reference to the later of (i) the two financial years prior to the Trade Date, and (ii) the two financial years prior to the relevant observation date, the ETI has implemented a material change to its practice with respect to the payment of dividends;

"**Early Closure**" means the closure on any Exchange Business Day of the relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered

into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day;

"**ETI**" means (i) any exchange traded fund, (ii) the issuer of (A) an exchange traded note, (B) exchange traded commodity or (C) any other exchange traded product or (iii) any other exchange traded entity specified as an ETI in the applicable Final Terms;

"**ETI Basket**" means, where the ETI Securities are linked to the performance of ETI Interests of more than one ETI, a basket comprising such ETI Interests;

"**ETI Documents**" means with respect to any ETI Interest, the offering document of the relevant ETI in effect on the Hedging Date specifying, among other matters, the terms and conditions relating to such ETI Interests and, for the avoidance of doubt, any other documents or agreements in respect of the ETI, as may be further described in any ETI Document;

"**ETI Interest(s)**" means (i) in respect of an exchange traded fund, an ownership interest issued to or held by an investor in such ETI, (ii) in respect of an exchange traded note or an exchange traded commodity, a unit or note, as the case may be, issued by such ETI, or (iii) in respect of any other exchange traded product, any other interest specified as an ETI Interest in the applicable Final Terms;

"**ETI Interest Correction Period**" means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle;

"**ETI Related Party**" means, in respect of any ETI, any person who is appointed to provide services (howsoever described in any ETI Documents), directly or indirectly, in respect of such ETI, whether or not specified in the ETI Documents, including any advisor, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent, sponsor or general partner and any other person specified as such in the applicable Final Terms and in the case of an exchange traded note or exchange traded commodity, the calculation agent;

"**Exchange**" means in relation to an ETI Interest, each exchange or quotation system specified as such for the relevant ETI in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the ETI Interest has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ETI Interest on such temporary substitute exchange or quotation system as on the original Exchange);

"**Exchange Business Day**" means either (i) in the case of a single ETI Interest, Exchange Business Day (Single ETI Interest Basis) or (ii) in the case of an ETI Basket, Exchange Business Day (All ETI Interests Basis) or Exchange Business Day (Per ETI Interest Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per ETI Interest Basis) shall apply;

"**Exchange Business Day (All ETI Interests Basis)**" means, in respect of an ETI Basket, any Scheduled Trading Day on which each Exchange and each Related Exchange, if any, are open for trading in respect of all ETI Interests comprised in the ETI Basket during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time;

"**Exchange Business Day (Per ETI Interest Basis)**" means, in respect of an ETI Interest, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in

respect of such ETI Interest are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

**"Exchange Business Day (Single ETI Interest Basis)"** means, in respect of an ETI Interest, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange (if any) are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

**"Exchange Disruption"** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the ETI Interest on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the ETI Interest on any relevant Related Exchange;

**"Extraordinary ETI Event Effective Date"** means, in respect of an Extraordinary ETI Event, the date on which such Extraordinary ETI Event occurs, or has occurred, as determined by the Calculation Agent in its sole and absolute discretion;

**"Final Calculation Date"** means the date specified as such in the applicable Final Terms;

**"Hedging Date"** has the meaning given to it in the applicable Final Terms;

**"Hedge Provider"** means the party (being, *inter alios*, the Issuer, the Guarantor, if any, the Calculation Agent, an affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the W&C Securities or where no such party actually hedges such obligations, a Hypothetical Investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be deemed to hold such number of ETI Interests, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of ETI Interests as it (or in the case of a Hypothetical Investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant W&C Securities;

**"Hedging Shares"** means the number of ETI Interests that the Issuer and/or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the W&C Securities;

**"Hypothetical Investor"** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in an ETI Interest which is deemed to have the benefits and obligations, as provided in the relevant ETI Documents, of an investor holding an ETI Interest at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Issuer, the Guarantor, if any, the Calculation Agent or any of their Affiliates (as determined by the Calculation Agent in the context of the relevant situation);

**"Implied Embedded Option Value"** means, in respect of a day, an amount which may never be less than zero equal to the present value as at such day, of any future payments under the W&C Securities determined by the Calculation Agent in its sole and absolute discretion taking into account, without limitation, such factors as interest rates, the net proceeds achievable from the sale of any ETI Interests by the Hedge Provider, the volatility of the ETI Interests and transaction costs;

**"Implied Embedded Option Value Determination Date"** means the date determined by the Calculation Agent to be the first date on which it is possible to determine the Implied Embedded Option Value following the occurrence of an Extraordinary ETI Event;

**"Initial Calculation Date"** means the date specified as such in the applicable Final Terms, or if not so specified, the Hedging Date;

**"Intraday Price"** means, in respect of an ETI and any time on a Scheduled Trading Day, the published or quoted price (or if Value per ETI Interest is specified as applicable in the applicable Final Terms, the Value per ETI Interest) in respect of the relevant ETI Interest in relation to such time on such day as determined by the Calculation Agent, subject as provided in ETI Security Condition 3 (Potential Adjustment Events) or ETI Security Condition 4 (Extraordinary ETI Events);

**"Investment/AUM Level"** has the meaning given to it in the applicable Final Terms, or if not so specified, EUR 50,000,000 or the equivalent in any other currency;

**"Loss of Stock Borrow"** means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any ETI Interest in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate;

**"Maximum Stock Loan Rate"** means in respect of an ETI Interest, the Maximum Stock Loan Rate specified in the applicable Final Terms;

**"Merger Event"** means, in respect of any relevant Interests and Entity, any (i) reclassification or change of such ETI Interests that results in a transfer of or an irrevocable commitment to transfer all of such ETI Interests outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share/unit/interest exchange of an ETI with or into another entity or person (other than a consolidation, amalgamation, merger or binding share/unit/interest exchange in which such ETI, is the continuing entity and which does not result in a reclassification or change of all of such ETI Interests outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding ETI Interests of an ETI that results in a transfer of or an irrevocable commitment to transfer all such ETI Interests (other than such ETI Interests owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share/unit/interest exchange of an ETI or its subsidiaries with or into another entity in which the ETI is the continuing entity and which does not result in a reclassification or change of all such ETI Interests outstanding but results in the outstanding ETI Interests (other than ETI Interests owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding ETI Interests immediately following such event, in each case if the relevant Extraordinary ETI Event Effective Date is on or before the last occurring Valuation Date. For the purposes of this definition only, **"Interests"** shall mean the applicable ETI Interests or the shares of any applicable ETI Related Party, as the context may require, and **"Entity"** shall mean the applicable ETI or any applicable ETI Related Party, as the context may require;

**"Non-Principal Protected Termination Amount"** means an amount per W&C Security equal to the Implied Embedded Option Value on the Implied Embedded Option Value Determination Date;

**"Number of Value Publication Days"** means the number of calendar days or Value Business Days specified in the applicable Final Terms, being the maximum number of days after the due date for publication or reporting of the Value per ETI Interest after which the ETI Related Party or any entity fulfilling such role, howsoever described in the ETI Documents, or any other party acting on behalf of the ETI, may remedy any failure to publish or report the Value per ETI Interest before the Calculation Agent may determine that an Extraordinary ETI Event has occurred;

**"Principal Protected Termination Amount"** means an amount per W&C Security determined as the sum of:

- (i) the Protected Amount; and
- (ii) the Implied Embedded Option Value on the Implied Embedded Option Value Determination Date;

**"Protected Amount"** means the present value of a hypothetical zero coupon bond reflecting the principal protection feature of the W&C Securities as of the Implied Embedded Option Value Determination Date, all as determined by the Calculation Agent;

**"Related Exchange"** means in relation to an ETI Interest, each exchange or quotation system specified as such for such ETI Interest in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such ETI Interest has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such ETI Interest on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such ETI Interest;

**"Scheduled Trading Day"** means either (i) in the case of a single ETI and in relation to an ETI Interest, Scheduled Trading Day (Single ETI Interest Basis) or (ii) in the case of an ETI Basket, Scheduled Trading Day (All ETI Interest Basis) or Scheduled Trading Day (Per ETI Interest Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per ETI Interest Basis) shall apply;

**"Scheduled Trading Day (All ETI Interest Basis)"** means, in respect of an ETI Basket, any day on which the Exchange and Related Exchange(s) are scheduled to be open for trading in respect of all ETI Interests comprised in the ETI Basket during their respective regular trading session(s);

**"Scheduled Trading Day (Per ETI Interest Basis)"** means, in respect of an ETI Interest, any day on which the relevant Exchange and the relevant Related Exchange in respect of such ETI Interest are scheduled to be open for trading during their respective regular trading session(s);

**"Scheduled Trading Day (Single ETI Interest Basis)"** means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s);

**"Settlement Cycle"** means in respect of an ETI Interest, the period of Clearance System Days following a trade in the ETI Interest on the Exchange in which settlement will customarily occur according to the rules of such Exchange;

**"Settlement Price"** means, unless otherwise stated in the applicable Final Terms and subject to the provisions of these ETI Security Conditions and as referred to in "Valuation Date" or "Averaging Date", as the case may be, any underlying reference price required to be calculated in order to determine the Final Payout or Automatic Early Redemption Payout, as the case may be, or if applicable:

- (i) in the case of ETI Securities relating to an ETI Basket and in respect of each ETI Interest comprising the ETI Basket, an amount equal to (x) if the applicable Final Terms specify that the Settlement Price is to be the official closing price, the official closing price (or the price at the Valuation Time on the Valuation Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such ETI Interest on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date (or if in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the Valuation Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for such ETI Interest whose official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be determined based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions or applicable brokers (as selected by the Calculation Agent) engaged in the trading of such ETI Interest or on such other factors as the Calculation Agent shall decide), or (y) if the applicable Final Terms specify that the Settlement Price is to be the Value per ETI Interest, the Value per ETI Interest for such ETI Interest on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date, in each case multiplied by the relevant Weighting, such value to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate, all as determined by or on behalf of the Calculation Agent; and
- (ii) in the case of ETI Securities relating to a single ETI Interest, an amount equal to (x) if the applicable Final Terms specify that the Settlement Price is to be the official closing price, the official closing price (or the price at the Valuation Time on the Valuation Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such ETI Interest on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date (or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the Valuation Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for the ETI Interest based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions or applicable brokers (as selected by the Calculation Agent) engaged in the trading of such ETI Interest or on such other factors as the Calculation Agent shall decide), or (y) if the applicable Final Terms specify that

the Settlement Price is to be the Value per ETI Interest, the Value per ETI Interest on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified on the applicable Final Terms, an Averaging Date, in each case, such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Settlement Price, all as determined by or on behalf of the Calculation Agent;

**"Simple Interest"** means an amount calculated by the Calculation Agent equal to the amount of interest that would accrue on the Termination Amount during the period from (and including) the Implied Embedded Option Value Determination Date to (and including) the Final Calculation Date calculated on the basis that such interest were payable by the Floating Rate Payer under an interest rate swap transaction incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. under which:

- (A) the "Effective Date" is the Implied Embedded Option Value Determination Date;
- (B) the "Termination Date" is the Termination Date;
- (C) the "Floating Rate Payer Payment Date" is the Termination Date;
- (D) the "Floating Rate Option" is EUR-EURIBOR-Reuters (if the Settlement Currency is EUR) or USD-LIBOR-BBA (if the Settlement Currency is USD);
- (E) the "Designated Maturity" is 3 months;
- (F) the "Simple Interest Spread" is as specified in the applicable Final Terms, or if not so specified minus 0.125 per cent.;
- (G) the "Floating Rate Day Count Fraction" is Actual/360;
- (H) the "Reset Date" is the Implied Embedded Option Value Determination Date and each date falling three calendar months after the previous Reset Date; and
- (I) "Compounding" is "Inapplicable";

**"Specified Maximum Days of Disruption"** means eight (8) Scheduled Trading Days, or such other number of Specified Maximum Days of Disruption specified in the applicable Final Terms;

**"Tender Offer"** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. of the outstanding voting shares, units or interests of the ETI or an ETI Related Party, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant;

**"Termination Amount"** means the amount specified in the applicable Final Terms or if not so specified, (i) in the case of Certificates, (x) the Principal Protected Termination Amount or (y) the Non-Principal Protected Termination Amount as specified in the applicable Final Terms or (ii) in the case of Warrants, an amount equal to the Implied Imbedded Option Value;

**"Termination Date"** means the date determined by the Issuer and specified in the notice given to Holders in accordance with ETI Security Condition 6.2(d);

**"Trade Date"** has the meaning given to it in the applicable Final Terms;



**"Trading Disruption"** means in relation to an ETI Interest, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or any Related Exchange or otherwise (i) relating to the ETI Interest or any underlying asset of the ETI on the Exchange; or (ii) in futures or options contracts relating to the ETI Interest or any underlying asset of the ETI on any relevant Related Exchange;

**"Value Business Day"** means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Value Business Day Centre(s) specified in the applicable Final Terms;

**"Valuation Time"** means in the case of an ETI and in relation to an ETI Interest either (i) the close of trading on the Exchange or (ii) as otherwise specified in the applicable Final Terms;

**"Value per ETI Interest"** means, with respect to the relevant ETI Interest(s) and the Scheduled Trading Day relating to such ETI Interests, (i) if the relevant ETI Documents refer to an official net asset value per ETI Interest (howsoever described), such official net asset value per ETI Interest, otherwise (ii) the official closing price or value per ETI Interest, as of the relevant calculation date, as reported on such Scheduled Trading Day by the ETI or an ETI Related Party, the relevant Exchange or publishing service (which may include the website of an ETI), all as determined by the Calculation Agent;

**"Value per ETI Interest Trading Price Barrier"** means the percentage specified in the applicable Final Terms, or if not so specified, 5 per cent.;

**"Value per ETI Interest Trading Price Differential"** means the percentage by which the Value per ETI Interest differs from the actual trading price of the ETI Interest as of the time the Value per ETI Interest is calculated;

**"Value per ETI Interest Trigger Event"** means, in respect of any ETI Interest(s), that (i) the Value per ETI Interest has decreased by an amount equal to, or greater than, the Value Trigger Percentage(s) at any time during the related Value Trigger Period, or (ii) the ETI has violated any leverage restriction that is applicable to, or affecting, such ETI or its assets by operation of any law, (x) any order or judgement of any court or other agency of government applicable to it or any of its assets, (y) the ETI Documents or (z) any other contractual restriction binding on or affecting the ETI or any of its assets;

**"Value Trigger Percentage"** means the percentage specified in the applicable Final Terms or, if not so specified, 50 per cent.;

**"Value Trigger Period"** means the period specified in the applicable Final Terms, or if not so specified the period from and including the Initial Calculation Date to and including the Final Calculation Date.

## 2. **Market Disruption**

**"Market Disruption Event"** means, in relation to W&C Securities relating to a single ETI Interest or an ETI Basket, in respect of an ETI Interest the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 10 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Averaging Date or a Valuation Date, as the case may be.

### 3. **Potential Adjustment Events**

"**Potential Adjustment Event**" means any of the following:

- (a) an extraordinary dividend as determined by the Calculation Agent;
- (b) a repurchase or exercise of any call option by any ETI of relevant ETI Interests whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (c) any other event that may have, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant ETI Interests.

"**Potential Adjustment Event Effective Date**" means, in respect of a Potential Adjustment Event, the date on which such Potential Adjustment Event is announced by the relevant ETI or ETI Related Party, as the case may be, as determined by the Calculation Agent in its sole and absolute discretion.

Except as may be limited in the case of U.S. Securities, following the declaration by the relevant ETI or ETI Related Party, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the ETI Interests and, if so, will (i) make the corresponding adjustment, if any, to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant ETI Interest) and (ii) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the ETI Interest traded on that options exchange.

Upon the making of any such adjustment, the Calculation Agent shall give notice as soon as reasonably practicable to the Holders in accordance with Condition 10 stating the adjustment to the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event and the Potential Adjustment Event Effective Date.

### 4. **Extraordinary ETI Events**

Subject to the provisions of ETI Security Condition 5 (Determination of Extraordinary ETI Events), "**Extraordinary ETI Event**" means the occurrence or continuance at any time on or after the Trade Date of any of the following events as determined by the Calculation Agent:

#### **Global Events:**

- 4.1 the ETI or any ETI Related Party (i) ceases trading and/or, in the case of an ETI Related Party, ceases administration, portfolio management, investment services, custodian, prime brokerage, or any other relevant business (as applicable), (ii) is dissolved or has a resolution passed, or there is any proposal, for its dissolution, winding-up, official liquidation (other than

pursuant to a consolidation, amalgamation or merger); (iii) makes a general assignment or arrangement with or for the benefit of its creditors; (iv) (1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (v) (1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not immediately dismissed, discharged, stayed or restrained; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (vi) above; or

4.2 the occurrence of a Merger Event or Tender Offer;

**Litigation/Fraudulent Activity Events:**

4.3 there exists any litigation against the ETI or an ETI Related Party which in the sole and absolute discretion of the Calculation Agent could materially affect the value of the ETI Interests or on the rights or remedies of any investor therein; or

4.4 (i) an allegation of criminal or fraudulent activity is made in respect of the ETI, or any ETI Related Party, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred, or (ii) any investigative, judicial, administrative or other civil or criminal proceedings is commenced or is threatened against the ETI, any ETI Related Party or any key personnel of such entities if such allegation, determination, suspicion or proceedings could, in the sole and absolute discretion of the Calculation Agent, materially affect the value of the ETI Interests or the rights or remedies of any investor in such ETI Interests;

**Change in ETI Related Parties/Key Persons Events:**

4.5 (i) an ETI Related Party ceases to act in such capacity in relation to the ETI (including by way of Merger Event or Tender Offer) and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent; and/or (ii) any event occurs which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the ETI and/or any ETI Related Party to meet or maintain any obligation or undertaking under the ETI Documents which failure is reasonably likely to have an adverse impact on the value of the ETI Interests or on the rights or remedies of any investor therein;

**Modification Events:**

- 4.6 a material modification of or deviation from any of the investment objectives, investment restrictions, investment process or investment guidelines of the ETI (howsoever described, including the underlying type of assets in which the ETI invests), from those set out in the ETI Documents, or any announcement regarding a potential modification or deviation, except where such modification or deviation is of a formal, minor or technical nature;
- 4.7 a material modification, cancellation or disappearance (howsoever described), or any announcement regarding a potential future material modification, cancellation or disappearance (howsoever described), of the type of assets (i) in which the ETI invests, (ii) the ETI purports to track, or (iii) the ETI accepts/provides for purposes of creation/redemption baskets;
- 4.8 a material modification, or any announcement regarding a potential future material modification, of the ETI (including but not limited to a material modification of the ETI Documents or to the ETI's liquidity terms) other than a modification or event which does not affect the ETI Interests or the or any portfolio of assets to which the ETI Interest relates (either alone or in common with other ETI Interests issued by the ETI);
- 4.9 the currency denomination of the ETI Interest is amended from that set out in the ETI Documents so that the Value per ETI Interest is no longer calculated in the same currency as it was as at the Trade Date; or
- 4.10 if applicable, the ETI ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction;

**Net Asset Value/Investment/AUM Level Events:**

- 4.11 a material modification of the method of calculating the Value per ETI Interest;
- 4.12 any change in the periodicity of the calculation or the publication of the Value per ETI Interest;
- 4.13 any of the ETI, any ETI Related Parties or any other party acting on behalf of the ETI fails for any reason to calculate and publish the Value per ETI Interest within the Number of Value Publication Days following any date scheduled for the determination of the valuation of the ETI Interests unless the cause of such failure to publish is of a technical nature and outside the immediate and direct control of the entity responsible for such publication;
- 4.14 the assets under management of, or total investment in, the ETI falls below the Investment/AUM Level;
- 4.15 a Value per ETI Interest Trigger Event occurs;
- 4.16 failure by the ETI or any ETI Related Party to publish (i) the Value per ETI Interest at the end of each Scheduled Trading Day as a result of any action or inaction by the ETI or any ETI Related Party, or (ii) where the relevant ETI Documents provide for the publication of an indicative Value per ETI Interest, such indicative Value per ETI Interest is published no less frequently than once every five (5) minutes during regular trading hours on the Exchange on each Scheduled Trading Day; or

- 4.17 (i) the Value per ETI Interest Trading Price Differential breaches the Value per ETI Interest Trading Price Barrier, and (ii) such breach has an adverse impact on any hedging activities in relation to the W&C Securities;

**Tax/Law/Accounting/Regulatory Events:**

- 4.18 there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the W&C Securities (a "**Tax Event**") and, subject as provided below, the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date it is or becomes apparent at any time that there is no practicable means of mitigating the Tax Event; or
- 4.19 (i) any relevant activities of or in relation to the ETI or the ETI Related Parties are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction (including, but not limited to, any cancellation, suspension or revocation of the registration or approval of the ETI by any governmental, legal or regulatory entity with authority over the ETI), (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the ETI or the ETI Related Parties or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (iii) the ETI is required by a competent authority to redeem any ETI Interests, (iv) the Hedge Provider is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any ETI Interests held in connection with any hedging arrangements relating to the W&C Securities and/or (v) any change in the legal, tax, accounting or regulatory treatment of the ETI or any ETI Related Party that is reasonably likely to have an adverse impact on the value of the ETI Interests or other activities or undertakings of the ETI or on the rights or remedies of any investor therein, including any Hedge Provider;

**Hedging/Impracticality/Increased Costs Events:**

- 4.20 in connection with any hedging activities in relation to the W&C Securities, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Trade Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") (i) it would become unlawful or impractical for the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider to modify any reserve, special deposit, or similar requirement or that would adversely affect the amount of regulatory capital that would have to be maintained in respect of any holding of ETI Interests or that would subject a holder of the ETI Interests or the Hedge Provider to any loss), purchase or sell the relevant ETI Interests or any underlying assets of or related to the ETI or for the Hedge Provider to maintain its hedging arrangements and, (ii) subject as provided below, the

Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date it is or becomes at any time apparent that there is no practicable means of mitigating the Relevant Event;

- 4.21 in connection with the hedging activities in relation to the W&C Securities, if the cost to the Hedge Provider in relation to the W&C Securities and the related hedging arrangements (including, but not limited to, new or increased taxes, duties, expenses or fees) would be materially increased or the Hedge Provider would be subject to a material loss relating to the W&C Securities and the related hedging arrangements;
- 4.22 in connection with the hedging activities in relation to the W&C Securities, the Hedge Provider is unable or it becomes impractical for the Hedge Provider, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset or any futures or option contracts on the relevant Exchange it deems necessary to hedge the equity, commodity or other underlying ETI Interest asset price risk or any other relevant price risk, including but not limited to the Issuer's obligations under the W&C Securities or (ii) to realise, recover or remit the proceeds of any such transaction, asset, or futures or option contract or any relevant hedge positions relating to an ETI Interest of the ETI;
- 4.23 at any time on or after the Trade Date, the Issuer and/or any of its Affiliates would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, capital and/or funding costs, expense or fee (other than brokerage commissions) to maintain the W&C Securities;

**Miscellaneous Events:**

- 4.24 in the case of W&C Securities linked to an ETI Basket, a Basket Trigger Event occurs;
- 4.25 the long-term unsecured, unsubordinated and unguaranteed debt rating assigned to any ETI Related Party or any parent company (howsoever described) of the ETI, by Moody's Investors Service Inc., or any successor to the ratings business thereof ("**Moody's**"), and/or Standard and Poor's Rating Group (a division of McGraw-Hill, Inc.), or any successor to the ratings business thereof ("**S&P**"), is downgraded below A (S&P) or A2 (Moody's) and/or the short-term unsecured, unsubordinated and unguaranteed debt rating assigned to any ETI Related Party by Moody's or S&P is downgraded below A-1 (S&P) or P-1 (Moody's);
- 4.26 the occurrence of a Loss of Stock Borrow;
- 4.27 the occurrence of an Additional Extraordinary ETI Event;
- 4.28 if the relevant ETI Documents provide for the payment of dividends, the occurrence of a Dividend Event;
- 4.29 the relevant Exchange announces that pursuant to the rules of such Exchange, the relevant ETI Interests cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not immediately re-listed, re-traded or re-quoted on (i) where the Exchange is located in the United States, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors) or

otherwise (ii) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

## 5. **Determination of Extraordinary ETI Events**

The Calculation Agent will determine if an Extraordinary ETI Event has occurred acting in good faith and in a commercially reasonable manner. Where the occurrence of an event or set of circumstances is capable of triggering more than one Extraordinary ETI Event, the Issuer may determine which Extraordinary ETI Event is to be triggered, in its sole and absolute discretion.

In considering whether the occurrence of an event or set of circumstances triggers an Extraordinary ETI Event, the Calculation Agent may have regard to the combined effect, from the Trade Date, of any event or set of circumstances, as the case may be, if such event or set of circumstances occurs more than once.

## 6. **Consequences of an Extraordinary ETI Event**

- 6.1 If the Calculation Agent determines that an Extraordinary ETI Event has occurred, the Calculation Agent may, on or prior to the date on which such Extraordinary ETI Event is no longer continuing give notice (an "**Extraordinary ETI Event Notice**") to the Holders in accordance with Condition 10 (which notice shall be irrevocable), of the occurrence of such Extraordinary ETI Event (the date on which an Extraordinary ETI Event Notice is given, an "**Extraordinary ETI Event Notification Date**") and set out, if determined at that time, the action that it has determined to take in respect of the Extraordinary ETI Event pursuant to ETI Security Condition 6.2 below. Where the action that the Issuer has determined to take is not, for whatever reason, set out in the Extraordinary ETI Event Notice, the action that the Issuer has determined to take shall be set out in a subsequent notice given to Holders in accordance with Condition 10 as soon as reasonably practicable after the Extraordinary ETI Event Notification Date.

For such purposes, an Extraordinary ETI Event shall be considered to be "continuing" if it has not been remedied to the reasonable satisfaction of the Issuer.

The Calculation Agent shall provide Holders with an Extraordinary ETI Event Notice as soon as reasonably practicable following the determination of an Extraordinary ETI Event. However, neither the Issuer nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by any Holder or any other person in connection with the W&C Securities as a result of any delay, howsoever arising. If the Calculation Agent gives an Extraordinary ETI Event Notice, the Issuer shall have no obligation to make any payment or delivery in respect of the W&C Securities until the Issuer has determined the action that it has determined to take pursuant to ETI Security Condition 6.2 below.

- 6.2 Following the occurrence of an Extraordinary ETI Event, the Issuer, in its sole and absolute discretion, may take the action described below in (a), (b), (c) or (d).

- (a) No Action

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**No Action**", then the W&C Securities shall continue and there shall be no amendment to the Terms and Conditions and/or the applicable Final Terms.

(b) Adjustment

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**Adjustment**", then it may:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the relevant Extraordinary ETI Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the ETI Interests or to the W&C Securities and a change in the Weighting of any remaining ETI Interest(s) not affected by an Extraordinary ETI Event. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary ETI Event made by any options exchange to options on the ETI Interests traded on that options exchange; or
- (ii) following such adjustment to the settlement terms of options on the ETI Interests traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the ETI Interests are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary ETI Event, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.

(c) Substitution

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**Substitution**", the Calculation Agent shall on or after the relevant Extraordinary ETI Event Effective Date, substitute each ETI Interest (each, an "**Affected ETI Interest**") of each ETI (each, an "**Affected ETI**") which is affected by such Extraordinary ETI Event with an ETI Interest selected by it in accordance with the criteria for ETI Interest selection set out below (each, a "**Substitute ETI Interest**") and the Substitute ETI Interest will be deemed to be an "**ETI Interest**" and the relevant issuer of such Substitute ETI Interest, an "**ETI**" for the purposes of the W&C Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the W&C Securities was to be determined by reference to the Initial Price of the Affected ETI Interest, the Initial Price of each Substitute ETI Interest will be determined by the Calculation Agent in accordance with the following formula:

$$\text{InitialPrice} = A \times (B/C)$$



where:

"A" is the Settlement Price of the relevant Substitute ETI Interest on the relevant Exchange on the Substitution Date;

"B" is the Initial Price of the relevant Affected ETI Interest; and

"C" is the Settlement Price of the relevant Affected ETI Interest on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the ETI Basket will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion and specified in the notice referred to below which may, but need not, be the relevant Extraordinary ETI Event Effective Date.

The Weighting of each Substitute ETI Interest will be equal to the Weighting of the relevant Affected ETI Interest.

In order to be selected as a Substitute ETI Interest, the relevant share/unit/interest must satisfy the following criteria, as determined by the Calculation Agent in its sole and absolute discretion:

- (i) where the relevant Extraordinary ETI Event is a Merger Event or a Tender Offer (a) in the case of ETI Securities related to a single ETI, and (b) in the case of ETI Securities related to an ETI Basket, the relevant share/unit/interest shall be an ordinary share/unit/interest of the entity or person that in the case of a Merger Event is the continuing entity in respect of the Merger Event or in the case of a Tender Offer is the entity making the Tender Offer provided that (i) the relevant share/unit/interest is not already included in the ETI Basket and (ii) it is or as of the relevant Extraordinary ETI Event Effective Date is promptly scheduled to be, (x) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the relevant Exchange (or, where the relevant Exchange is within the European Union, in any member state of the European Union) and (y) not subject to any currency exchange controls, trading restrictions or other trading limitations; or
  - (ii) (a) where the relevant Extraordinary ETI Event is a Merger Event or a Tender Offer and a share/unit/interest would otherwise satisfy the criteria set out in paragraph (i) above, but such share/unit/interest is (in the case of an ETI Security related to an ETI Basket), already included in the ETI Basket, or (b) where the Extraordinary ETI Event is not a Merger Event or a Tender Offer, an alternative exchange traded instrument which, in the determination of the Calculation Agent, has similar characteristics to the relevant ETI, including but not limited to, a comparable listing (which, for the avoidance of doubt, shall not be restricted to a listing on the exchange or quotation system in the same geographic region), investment objectives, investment restrictions and investment processes, underlying asset pools and whose related parties (such as, but not limited to, trustee, general partner, sponsor, advisor, manager, operating company, custodian, prime broker and depository) are acceptable to the Calculation Agent;
- (d) Termination

If the Issuer determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**Termination**", on giving notice to Holders in accordance with Condition 10 (which such notice may be included in the Extraordinary ETI Event Notice in respect of the relevant Extraordinary ETI Event and will specify the Termination Date), (i) in the case of Warrants, all but not some only of the

outstanding ETI Securities shall be cancelled by payment of the Termination Amount on the Termination Date or (ii) in the case of Certificates, all but not some only of the outstanding ETI Securities shall be redeemed by payment of the Termination Amount on the Termination Date. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10.

(e) **General**

In determining to take a particular action as a result of an Extraordinary ETI Event, the Issuer is under no duty to consider the interests of Holders or any other person. In making any determination as to which action to take following the occurrence of an Extraordinary ETI Event, neither the Issuer nor the Calculation Agent shall be responsible for any loss (including any liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders or any other person in connection with the W&C Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the W&C Securities.

**7. Correction of ETI Interest Price**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment or delivery under the W&C Securities, if the price of the relevant ETI Interest published on a given day and used or to be used by the Calculation Agent to make any determination under the W&C Securities is subsequently corrected and the correction is published by the relevant price source within the number of days equal to the ETI Interest Correction Period of the original publication, the price to be used shall be the price of the relevant ETI Interest as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment or delivery under the W&C Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

**8. Calculations and Determinations**

The Calculation Agent and/or the Issuer, as applicable, will make the calculations and determinations as described in the ETI Security Conditions in such a manner as the Calculation Agent and/or the Issuer, as the case may be, determines to be appropriate acting in good faith and in a commercially reasonable manner having regard in each case to the criteria stipulated in the ETI Security Conditions, the hedging arrangements in respect of the W&C Securities and the nature of the relevant ETI and related ETI Interests.

## ANNEX 5

### ADDITIONAL TERMS AND CONDITIONS FOR DEBT SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Debt Securities shall comprise the terms and conditions of the W&C Securities (the "**Conditions**") and the additional Terms and Conditions set out below (the "**Debt Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Conditions and (ii) the Debt Security Conditions, the Debt Security Conditions shall prevail.

#### 1. Settlement Price

"**Settlement Price**" means, unless otherwise stated in the applicable Final Terms, in relation to each Security, or in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject as referred to in "Averaging Date" or "Valuation Date", any underlying reference price required to be calculated in order to determine the Final Payout or Automatic Early Redemption Payout, as the case may be, or if applicable:

- (a) in the case of Debt Securities relating to a basket of Debt Instruments, an amount equal to the sum of the values calculated for each Debt Instrument at the bid price for such Debt Instrument as determined by or on behalf of the Calculation Agent by reference to the bid price for such Debt Instrument appearing on the Relevant Screen Page at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date, or if such price is not available, the arithmetic mean of the bid prices for such Debt Instrument at the Valuation Time on such Averaging Date or the Valuation Date, as the case may be, as received by it from two or more market-makers (as selected by the Calculation Agent) in such Debt Instrument, such bid prices to be expressed as a percentage of the nominal amount of such Debt Instrument, multiplied by the relevant Weighting; and
- (b) in the case of Debt Securities relating to a single Debt Instrument, an amount equal to the bid price for the Debt Instrument as determined by or on behalf of the Calculation Agent by reference to the bid price for such Debt Instrument appearing on the Relevant Screen Page at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date, or if such price is not available, the arithmetic mean of the bid prices for such Debt Instrument at the Valuation Time on such Averaging Date or the Valuation Date, as the case may be, as received by it from two or more market-makers (as selected by the Calculation Agent) in such Debt Instrument, such bid prices to be expressed as a percentage of the nominal amount of the Debt Instrument.

#### 2. Exchange Business Day

"**Exchange Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Exchange Business Day Centre(s).

**3. Market Disruption**

"**Market Disruption Event**" shall mean the suspension of or limitation imposed on trading either on any exchange on which the Debt Instruments or any of them (in the case of a basket of Debt Instruments) are traded or on any exchange on which options contracts or futures contracts with respect to the Debt Instruments or any of them (in the case of a basket of Debt Instruments) are traded if, in the determination of the Calculation Agent, such suspension or limitation is material.

The Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 10 that a Market Disruption Event has occurred.

**4. Correction of Debt Instrument Price**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the W&C Securities, if the price of the relevant Debt Instrument published on a given day and used or to be used by the Calculation Agent to make any determination under the W&C Securities, is subsequently corrected and the correction published by the relevant exchange within 30 days of the original publication, the price to be used shall be the price of the relevant Debt Instrument as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the W&C Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

## ANNEX 6

### ADDITIONAL TERMS AND CONDITIONS FOR FUND SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Fund Securities shall comprise the terms and conditions of the W&C Securities (the "**Conditions**") and the additional Terms and Conditions set out below (the "**Fund Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Conditions and (ii) the Fund Security Conditions, the Fund Security Conditions shall prevail.

#### 1. Definitions

"**AUM Level**" has the meaning given to it in the applicable Final Terms, or if not so specified, with respect to (i) a Mutual Fund, EUR 50,000,000, or (ii) a Hedge Fund, EUR 50,000,000, or the equivalent in any other currency;

"**Basket Trigger Event**" means that an Extraordinary Fund Event occurs in respect of one or more Funds comprising the Fund Basket which has or, in the event that an Extraordinary Fund Event has occurred in respect of more than one Fund, together have, a Weighting in the Fund Basket equal to or greater than the Basket Trigger Level;

"**Basket Trigger Level**" has the meaning given to it in the applicable Final Terms or if not so specified, 50 per cent.;

"**Calculation Date**" means each day(s) specified in the applicable Final Terms, or if not so specified, each day which is a Fund Business Day;

"**Closing Price**" means in respect of the relevant Fund and a Scheduled Trading Day, the NAV per Fund Share reported or calculated (as applicable) immediately prior to such Scheduled Trading Day;

"**Delayed Payment Cut-off Date**" has the meaning given in the applicable Final Terms or, if not so specified, the date falling two calendar years after the originally designated Settlement Date, Redemption or Termination Date, as the case may be;

"**Extraordinary Fund Event Effective Date**" means, in respect of an Extraordinary Fund Event, the date on which such Extraordinary Fund Event occurs, or has occurred, as determined by the Calculation Agent in its sole and absolute discretion;

"**Fee**" has the meaning given to it in the applicable Final Terms;

"**Final Calculation Date**" means the date specified as such in the applicable Final Terms;

"**Fund**" means each Mutual Fund, Hedge Fund or Private Equity Fund;

"**Fund Basket**" means, where the Fund Securities are linked to the performance of Fund Shares of more than one Fund, a basket comprising such Fund Shares;

"**Fund Business Day**" means either (i) with respect to single Fund, Fund Business Day (Single Fund Share Basis), or (ii) in respect of a Fund Basket, either Fund Business Day (All Fund Shares Basis) or Fund Business Day (Per Fund Share Basis) as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Fund Business Day (Per Fund Share Basis) shall apply;

**"Fund Business Day (All Fund Shares Basis)"** means, with respect to a Fund Basket, a date (i) that is a Fund Valuation Date for all Fund Shares comprised in the Fund Basket, (ii) for which there has been a corresponding Fund Reporting Date in respect of each such Fund and (iii) on which the Hedge Provider has, or could have, a subscription or redemption order for each such Fund Share executed at the NAV per Fund Share published on the relevant Fund Reporting Date;

**"Fund Business Day (Per Fund Share Basis)"** means, with respect to a Fund Share, a date (i) that is a Fund Valuation Date in respect of such Fund Share, (ii) for which there has been a corresponding Fund Reporting Date and (iii) on which the Hedge Provider has, or could have, a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published on the relevant Fund Reporting Date;

**"Fund Business Day (Single Fund Share Basis)"** means with respect to a Fund Share, a date (i) that is a Fund Valuation Date, (ii) for which there has been a corresponding Fund Reporting Date and (iii) on which the Hedge Provider has, or could have, a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published on the relevant Fund Reporting Date;

**"Fund Documents"** means, with respect to any Fund Share, the offering document of the relevant Fund in effect on the Hedging Date specifying, among other matters, the terms and conditions relating to such Fund Share and, for the avoidance of doubt, any other documents or agreements in respect of the Fund, as further described in any Fund Document;

**"Fund Reporting Date"** means, subject to the occurrence of an Extraordinary Fund Event, in respect of any Fund Share and a Fund Valuation Date, the date on which, in accordance with the Fund Documents, the relevant NAV per Fund Share is reported or published in respect of such Fund Valuation Date;

**"Fund Service Provider"** means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, in respect of such Fund, whether or not specified in the Fund Documents, including any advisor, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent, sponsor or general partner and any other person specified as such in the applicable Final Terms;

**"Fund Share(s)"** means an ownership interest issued to or held by an investor in a Fund or any other interest specified as such in the applicable Final Terms;

**"Fund Valuation Date"** means any date as of which, in accordance with the Fund Documents, the Fund (or the Fund Service Provider that generally determines such value) is or but for the occurrence of an Extraordinary Fund Event would have been scheduled to determine the NAV per Fund Share;

**"Hedge Fund"** means the hedge fund(s) specified as such in the applicable Final Terms;

**"Hedge Provider"** means the party (being, *inter alios*, the Issuer, the Guarantor, if any, the Calculation Agent, an Affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the W&C Securities or where no such party actually hedges such obligations, a Hypothetical Investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be deemed to hold such number of Fund Shares, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of Fund Shares as it (or in the case of a Hypothetical Investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant W&C Securities;

**"Hedging Date"** has the meaning given to it in the applicable Final Terms;

**"Hypothetical Investor"** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in a Fund Share which is deemed to have the benefits and obligations, as provided in the relevant Fund Documents, of an investor holding a Fund Share at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Issuer, the Guarantor, if any, the Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation);

**"Implied Embedded Option Value"** means an amount which may never be less than zero equal to the present value as at the Implied Embedded Option Value Determination Date of any future payments under the W&C Securities determined by the Calculation Agent in its sole and absolute discretion taking into account, without limitation, such factors as interest rates, the net proceeds achievable from the sale of any Fund Shares by the Hedge Provider, the volatility of the Fund Shares and transaction costs;

**"Implied Embedded Option Value Determination Date"** means the date determined by the Calculation Agent to be the first date on which it is possible to determine the Implied Embedded Option Value following the occurrence of an Extraordinary Fund Event for which the Issuer determines the relevant action is to be Termination;

**"Initial Calculation Date"** means the date specified as such in the applicable Final Terms, or if not so specified, the Hedging Date;

**"Merger Event"** means, in respect of any relevant Shares and Entity (as defined below), any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share/unit/interest exchange of an Entity with or into another entity or person (other than a consolidation, amalgamation, merger or binding share/unit/interest exchange in which such Entity, is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of an Entity that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share/unit/interest exchange of an Entity or its subsidiaries with or into another entity in which the Entity is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the Extraordinary Fund Event Effective Date, as determined by the Calculation Agent, is on or before the Final Calculation Date. For the purposes of this definition "Merger Event" only, "Shares" shall mean the applicable Fund Shares or the shares of any applicable Fund Service Provider, as the context may require, and "Entity" shall mean the applicable Fund or any applicable Fund Service Provider, as the context may require.

**"Mutual Fund"** means the mutual fund(s) specified as such in the applicable Final Terms;

**"NAV per Fund Share"** means, with respect to the relevant Fund Shares and the Fund Reporting Date relating to such Fund Shares, (i) the net asset value per Fund Share as of the relevant Fund Valuation Date, as reported on such Fund Reporting Date by the Fund Service Provider that generally publishes

or reports such value on behalf of the Fund to its investors or a publishing service, or (ii) if the Fund Service Provider of the Fund publishes or reports only the aggregate net asset value of the Fund Shares, the net asset value per Fund Share calculated by the Calculation Agent on the basis of such aggregate net asset value of the Fund Shares divided by the number of Fund Shares issued and outstanding as of the relevant Fund Valuation Date;

**"NAV Trigger Event"** means, in respect of the Fund Shares, that (i) the NAV per Fund Share has decreased by an amount equal to, or greater than, the NAV Trigger Percentage(s) at any time during the related NAV Trigger Period, or (ii) the Fund has violated any leverage restriction that is applicable to, or affecting, such Fund or its assets by operation of any law, any order or judgement of any court or other agency of government applicable to it or any of its assets, the Fund Documents or any other contractual restriction binding on or affecting the Fund or any of its assets;

**"NAV Trigger Percentage"** means the percentage specified in the applicable Final Terms or, if not so specified, with respect to (i) a Mutual Fund 50 per cent., or (ii) a Hedge Fund 50 per cent.;

**"NAV Trigger Period"** means the period specified in the applicable Final Terms, or if not so specified the period from and including the Initial Calculation Date to and including the Final Calculation Date;

**"Non-Principal Protected Termination Amount"** means an amount per W&C Security equal to the Implied Embedded Option Value;

**"Number of NAV Publication Days"** means the number of calendar days specified in the applicable Final Terms or if not so specified, with respect to (i) a Mutual Fund, 5 calendar days, or (ii) a Hedge Fund, 10 calendar days;

**"Principal Protected Termination Amount"** means an amount per W&C Security determined as the sum of:

- (i) the Protected Amount; and
- (ii) the Implied Embedded Option Value;

**"Protected Amount"** means the present value of a hypothetical zero coupon bond reflecting the principal protection feature of the W&C Securities as of the Implied Embedded Option Value Determination Date, as determined by the Calculation Agent;

**"Private Equity Fund"** means the private equity fund(s) specified as such in the applicable Final Terms;

**"Simple Interest"** means an amount calculated by the Calculation Agent equal to the amount of interest that would accrue on the Implied Embedded Option Value during the period from (and including) the Implied Embedded Option Value Determination Date to (and including) the Final Calculation Date calculated on the basis that such interest were payable by the Floating Rate Payer under an interest rate swap transaction incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. under which:

- (A) the "Effective Date" is the Implied Embedded Option Value Determination Date;
- (B) the "Termination Date" is the Termination Date;
- (C) the "Floating Rate Payer Payment Date" is the Termination Date;



- (D) the "Floating Rate Option" is EUR-EURIBOR-Reuters (if the Settlement Currency is EUR) or USD-LIBOR-BBA (if the Settlement Currency is USD);
- (E) the "Designated Maturity" is 3 months;
- (F) the "Simple Interest Spread" is as specified in the applicable Final Terms, or if not so specified minus 0.125 per cent.;
- (G) the "Floating Rate Day Count Fraction" is Actual/360;
- (H) the "Reset Date" is the Implied Embedded Option Value Determination Date and each date falling three calendar months after the previous Reset Date; and
- (I) "Compounding" is "Inapplicable";

**"Tender Offer"** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. of the outstanding voting shares, units or interests of the Fund or Fund Service Provider, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant;

**"Termination Amount"** means the amount specified in the applicable Final Terms or if not so specified, (i) in the case of Certificates, (x) the Principal Protected Termination Amount, or (y) the Non-Principal Protected Termination Amount, as specified in the applicable Final Terms or (ii) in the case of Warrants, an amount equal to the Implied Imbedded Option Value (if any);

**"Termination Date"** means the date determined by the Issuer and specified in the notice given to Holders in accordance with Fund Security Condition 4.2(d);

**"Trade Date"** has the meaning given to it in the applicable Final Terms.

## 2. **Extraordinary Fund Events**

Subject to the provisions of Fund Security Condition 3 (Determination of Extraordinary Fund Events), **"Extraordinary Fund Event"** means the occurrence or continuance at any time on or after the Trade Date of any of the following events as determined by the Calculation Agent:

### **Global Events:**

- 2.1 the Fund or any Fund Service Provider (i) ceases trading and/or, in the case of a Fund Service Provider, ceases administration, portfolio management, investment services, custodian, prime brokerage, or any other relevant business (as applicable) (ii) is dissolved or has a resolution passed, or there is any proposal, for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (iii) makes a general assignment or arrangement with or for the benefit of its creditors; (iv)(1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or

insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (iv)(1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not immediately dismissed, discharged, stayed or restrained; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (vi) above; or

2.2 the occurrence of a Merger Event or Tender Offer;

**Litigation/Fraudulent Activity Events:**

2.3 there exists any litigation against the Fund or a Fund Service Provider which in the sole and absolute discretion of the Calculation Agent could materially affect the value of the Fund Shares or the rights or remedies of any investor in such Fund Shares; or

2.4 (i) an allegation of criminal or fraudulent activity is made in respect of the Fund, or any Fund Service Provider, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred, or (ii) any investigative, judicial, administrative or other civil or criminal proceedings is commenced or is threatened against the Fund, any Fund Service Provider or any key personnel of such entities if such allegation, determination, suspicion or proceedings could, in the sole and absolute discretion of the Calculation Agent, materially affect the value of the Fund Shares or the rights or remedies of any investor in such Fund Shares;

**Fund Service Provider/Key Person Events:**

2.5 (i) a Fund Service Provider ceases to act in such capacity in relation to the Fund and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent and/or (ii) any event occurs which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the Fund and/or any Fund Service Provider to meet or maintain any obligation or undertaking under the Fund Documents which failure is reasonably likely to have an adverse impact on the value of the Fund Shares or on the rights or remedies of any investor in such Fund Shares; or

2.6 one or more of the key individuals involved with, or having supervision over, the Fund or a Fund Service Provider ceases to act in such capacity, and the relevant Fund Service Provider fails to appoint a replacement having similar qualifications to those of the key individual or individuals ceasing to act;

**Modification Events:**

2.7 a material modification of or deviation from any of the investment objectives, investment restrictions, investment process or investment guidelines of the Fund (howsoever described, including the underlying type of assets in which the Fund invests), from those set out in the

Fund Documents, or any announcement regarding a potential modification or deviation, except where such modification or deviation is of a formal, minor or technical nature;

- 2.8 a material modification, cancellation or disappearance (howsoever described), or any announcement regarding a potential future material modification, cancellation or disappearance (howsoever described), of the type of assets (i) in which the Fund invests, or (ii) the Fund purports to track;
- 2.9 a material modification, or any announcement regarding a potential future material modification, of the Fund (including but not limited to a material modification of the Fund Documents or to the Fund's liquidity terms) other than a modification or event which does not affect the Fund Shares or the Fund or any portfolio of assets to which the Fund Share relates (either alone or in common with other Fund Shares issued by the Fund);
- 2.10 the creation by the Fund of any illiquid share class or unit howsoever described;
- 2.11 the currency denomination of the Fund Shares is amended from that set out in the Fund Documents so that the NAV per Fund Share is no longer calculated in the same currency as it was as at the Trade Date;
- 2.12 if applicable, the Fund ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction; or
- 2.13 following the issue or creation of a new class or series (howsoever described in the Fund Documents) of shares or units by the Fund, the Calculation Agent determines taking into consideration the potential cross-liability between classes of shares or units (howsoever described in the Fund Documents) that such new class or series has or may have an adverse effect on the hedging activities of the Hedge Provider in relation to the W&C Securities;

**NAV per Fund Share/AUM Level Events:**

- 2.14 a material modification of the method of calculating the NAV per Fund Share;
- 2.15 any change in the periodicity of the calculation or the publication of the NAV per Fund Share;
- 2.16 any suspension of the calculation or publication of the NAV per Fund Share;
- 2.17 the occurrence of any event affecting a Fund Share that, in the sole and absolute discretion of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the NAV per Fund Share;
- 2.18 any of the Fund, any Fund Service Provider or any other party acting on behalf of the Fund fails for any reason to calculate and publish the NAV per Fund Share within the Number of NAV Publication Days following any date scheduled for the determination of the valuation of the Fund Shares unless the cause of such failure to publish is of a technical nature and outside the immediate and direct control of the entity responsible for such publication;
- 2.19 any Fund Service Provider uses asset prices provided by the investment manager (howsoever described in the Fund Documents) to calculate the NAV per Fund Share when such asset prices could have been obtained from independent sources and the asset prices from independent sources materially diverge from the asset prices provided by the investment manager (howsoever described in the Fund Documents);

- 2.20 the assets under management of the Fund falls below the AUM Level;
- 2.21 (i) the Calculation Agent determines, at any time, that the NAV per Fund Share is inaccurate, or (ii) the reported net asset value of the Fund Shares misrepresents the net asset value of the Fund Shares;
- 2.22 a NAV Trigger Event occurs; or
- 2.23 (i) in the case of a Hedge Fund only, the audited net asset value of the Fund and/or the NAV per Fund Share is different from the audited net asset value of the Fund and/or the NAV per Fund Share communicated by the relevant Fund Service Provider in respect of the same date, (ii) the auditors of the Fund qualify any audit report, or refuse to provide an unqualified audit report, in respect of the Fund, and/or (iii) the Calculation Agent, in its sole and absolute discretion, does not deem the audited net asset value of the Fund and/or the NAV per Fund Share to be representative of the actual net asset value of the Fund and/or the NAV per Fund Share;

**Reporting Events:**

- 2.24 any failure of the Fund, or its authorised representative, to deliver or publish, or cause to be delivered or published, (i) information that the Fund has agreed to deliver or publish, or agreed to cause to be delivered or published, to the Calculation Agent or Hedge Provider, or (ii) information that has been previously delivered to the Hedge Provider or the Calculation Agent, as applicable, in accordance with the Fund's, or its authorised representative's, normal practice and that the Hedge Provider deems necessary for it or the Calculation Agent, as applicable, to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the Fund Share; or
- 2.25 any Fund Service Provider fails to provide the Calculation Agent, within a reasonable time, with any information that the Calculation Agent has reasonably requested regarding the investment portfolio or other activities or undertakings of the Fund;

**Tax/Law/Accounting/Regulatory Events:**

- 2.26 there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the W&C Securities (a "**Tax Event**") and, subject as provided below, the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date it is or becomes apparent at any time that there is no practicable means of mitigating the Tax Event; or
- 2.27 (i) any relevant activities of or in relation to the Fund or a Fund Service Provider are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction (including, but not limited to, any cancellation, suspension or revocation of the registration or approval of the Fund by any governmental, legal or regulatory

entity with authority over the Fund), (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the Fund or a Fund Service Provider or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (iii) the Fund is required by a competent authority to redeem any Fund Shares, (iv) the Hedge Provider is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any Fund Shares held in connection with any hedging arrangements relating to the W&C Securities and/or (v) any change in the legal, tax, accounting or regulatory treatment of the Fund or any Fund Service Provider that is reasonably likely to have an adverse impact on the value of the Fund Shares or other activities or undertakings of the Fund or on the rights or remedies of any investor in such Fund Shares, including any Hedge Provider;

**Hedging/Impracticality/Increased Costs Events:**

- 2.28 in connection with any hedging activities in relation to the W&C Securities, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Trade Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") (i) it would become unlawful or impractical for the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider to modify any reserve, special deposit, or similar requirement or that would adversely affect the amount of regulatory capital that would have to be maintained in respect of any holding of Fund Shares or that would subject a holder of the Fund Shares or the Hedge Provider to any loss), purchase or sell the relevant Fund Shares or any underlying assets of or related to the Fund or for the Hedge Provider to maintain such hedging arrangements and, (ii) subject as provided below, the Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date it is or becomes at any time apparent that there is no practicable means of mitigating the Relevant Event;
- 2.29 in connection with the hedging activities in relation to the W&C Securities, if the cost to the Hedge Provider in relation to the W&C Securities and the related hedging arrangements (including, but not limited to, new or increased taxes, duties, expenses or fees) would be materially increased or the Hedge Provider would be subject to a material loss relating to the W&C Securities and the related hedging arrangements;
- 2.30 in connection with the hedging activities in relation to the W&C Securities, the Hedge Provider is unable or it becomes impractical for the Hedge Provider, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary to hedge the Issuer's obligations under the W&C Securities or (ii) to realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by the Fund on any investor's ability to redeem a Fund Share, in whole or in part, or any existing or new investor's ability to make new or additional

investments in such Fund Share, or (B) any mandatory redemption, in whole or in part, of such Fund Share; or

- 2.31 at any time on or after the Trade Date, the Issuer and/or any of its Affiliates would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, capital and/or funding costs, expense or fee (other than brokerage commissions) to maintain the W&C Securities;

**Dealing Events:**

- 2.32 (i) the non-execution or partial-execution by the Fund for any reason of a subscription or redemption order in respect of any Fund Shares (including, for the avoidance of any doubt, any non-execution by the Fund pending completion of its fiscal audit) (ii) the Fund suspends or refuses transfers of any of its Fund Shares (including, without limitation, if the Fund applies any gating, deferral, suspension or other similar provisions permitting the Fund to delay or refuse redemption or transfer of Fund Shares), (iii) the Fund imposes in whole or in part any restriction (including, without limitation, any redemption in specie), charge or fee in respect of a redemption or subscription of its Fund Shares by the Hedge Provider or exercises its right to claw back the proceeds already paid on redeemed Fund Shares, if in any case it could in the sole and absolute determination of the Calculation Agent have an adverse impact on the Hedge Provider's rights or obligations in relation to its hedging activities in relation to the W&C Securities, or (iv) a mandatory redemption, in whole or in part, of the Fund Shares is imposed by the Fund on any one or more holders of Fund Shares at any time for any reason;

**Miscellaneous Events:**

- 2.33 in the case of W&C Securities linked to a Fund Basket, a Basket Trigger Event occurs;
- 2.34 the Fund or any Fund Service Provider defaults under, materially modifies, or terminates any rebate agreements in place with the Issuer, the Hedge Provider or any of its Affiliates;
- 2.35 if the Fund is part of an umbrella structure with more than one sub-fund, a cross-contamination or other failure to segregate the portfolio of assets held by the Fund occurs between different series, classes and/or sub-funds;
- 2.36 any security granted by the Fund or any Fund Service Provider over any of its assets is enforced or becomes capable of being enforced or any arrangement which in the determination of the Calculation Agent is comparable to security over any such assets (including without limitation any repo or prime brokerage arrangement) becomes enforceable or capable of early termination or any derivatives, repo, securities lending or other trading or dealing arrangement relating to the assets of the Fund becomes enforceable or terminable early by reason of any event of default (howsoever described) relating to the Fund or the relevant Fund Service Provider; or
- 2.37 the long-term unsecured, unsubordinated and unguaranteed debt rating assigned to any Fund Service Provider or any parent company (howsoever described) of the Fund, by Moody's Investors Service Inc., or any successor to the ratings business thereof ("**Moody's**"), and/or Standard and Poor's Rating Group (a division of McGraw-Hill, Inc.), or any successor to the ratings business thereof ("**S&P**"), is downgraded below A (S&P) or A2 (Moody's) and/or the short-term unsecured, unsubordinated and unguaranteed debt rating assigned to any Fund Service Provider by Moody's or S&P is downgraded below A-1 (S&P) or P-1 (Moody's).

References solely in this Fund Security Condition 2 (Extraordinary Fund Events) to:

- (i) "**Fund**" shall include the Fund and any funds in which it invests any of its investible assets from time to time; and
- (ii) "Fund Shares" shall include the Fund Shares and the shares or units in any Fund (as defined in paragraph (i) above).

### 3. **Determination of Extraordinary Fund Events**

The Calculation Agent will determine if an Extraordinary Fund Event has occurred acting in good faith and in a commercially reasonable manner. Where the occurrence of an event or set of circumstances is capable of triggering more than one Extraordinary Fund Event, the Issuer may determine which Extraordinary Fund Event is to be triggered, in its sole and absolute discretion.

In considering whether the occurrence of an event or set of circumstances triggers an Extraordinary Fund Event, the Calculation Agent may have regard to the combined effect, from the Trade Date, of any event or set of circumstances, as the case may be, if such event or set of circumstances occurs more than once.

### 4. **Consequences of an Extraordinary Fund Event**

- 4.1 If the Calculation Agent determines that an Extraordinary Fund Event has occurred, the Calculation Agent may, on or prior to the date on which such Extraordinary Fund Event is no longer continuing, give notice ("**Extraordinary Fund Event Notice**") to the Holders in accordance with Condition 10 (which notice shall be irrevocable), of the occurrence of such Extraordinary Fund Event (the date on which an Extraordinary Fund Event Notice is given, an "**Extraordinary Fund Event Notification Date**") and set out, if determined at that time, the action that it has determined to take in respect of the Extraordinary Fund Event pursuant to Fund Security Condition 4.2 below. Where the action that the Issuer has determined to take is not, for whatever reason, set out in the Extraordinary Fund Event Notice, the action that the Issuer has determined to take shall be set out in a subsequent notice given to Holders in accordance with Condition 10 as soon as reasonably practicable after the Extraordinary Fund Event Notification Date.

For such purposes, an Extraordinary Fund Event shall be considered to be "continuing" if it has not been remedied to the reasonable satisfaction of the Issuer.

The Calculation Agent shall provide Holders with an Extraordinary Fund Event Notice as soon as reasonably practicable following the determination of an Extraordinary Fund Event. However, neither the Issuer nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by any Holder or any other person in connection with the W&C Securities as a result of any delay, howsoever arising. If the Calculation Agent gives an Extraordinary Fund Event Notice, the Issuer shall have no obligation to make any payment in respect of the W&C Securities until the Issuer has determined the action that it has determined to take pursuant to Fund Security Condition 4.2 below.

4.2 Following the occurrence of an Extraordinary Fund Event, the Issuer, in its sole and absolute discretion, may take the action described below in (a), (b), (c) or (d).

(a) No Action

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**No Action**", then the Fund Securities shall continue and there shall be no amendment to the Terms and Conditions and/or the applicable Final Terms.

(b) Adjustment

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**Adjustment**", then the Calculation Agent may determine, in its sole and absolute discretion, the appropriate adjustment(s), if any, to be made to any one or more Fund, Fund Share and/or the Weighting and/or (in the case of Warrants) the Exercise Price and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms (including adjusting any Fee) to take account of the Extraordinary Fund Event and determine the effective date of such adjustment.

(c) Substitution

If the Issuer, in its sole and absolute discretion, determines that the action in respect of the Extraordinary Fund Event is to be "**Substitution**", the Calculation Agent shall:

- (i) determine the weighted average price at which a Hypothetical Investor can redeem the Fund Shares in the relevant Fund in such number as determined by the Calculation Agent in its sole and absolute discretion as soon as it is reasonably practicable following the Extraordinary Fund Event;
- (ii) for a period of not longer than 14 calendar days following the date on which a Hypothetical Investor would have received proceeds from a redemption order in full submitted by the Hedge Provider as soon as practicable following the occurrence of an Extraordinary Fund Event, use reasonable efforts to substitute the Fund Shares with shares, units or other similar interests in an alternative fund which, in the sole and absolute determination of the Calculation Agent, has similar characteristics to the relevant Fund, including but not limited to, comparable investment objectives, investment restrictions and investment processes and has service providers acceptable to the Calculation Agent;
- (iii) if no alternative fund can be determined pursuant to the preceding sub-paragraph (ii) above, use reasonable efforts to substitute the Fund with an index (or a fund tracking such index) selected by the Calculation Agent in its sole and absolute discretion; and
- (iv) following any substitution in accordance with sub-paragraph (ii) or (iii) above, the Issuer may, in its sole and absolute discretion, require the Calculation Agent make such determinations and/or adjustments to these Terms and Conditions and/or the Final Terms as it determines to be appropriate to take account of such Substitution.

(d) Termination

If the Issuer determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**Termination**", on giving notice to Holders in accordance with Condition 10 (which such notice may be included in the Extraordinary Fund Event Notice in respect of the relevant Extraordinary Fund Event and will specify the Termination Date), (i) in the case of Warrants, all but not some only of the



outstanding Fund Securities shall be cancelled by payment of the Termination Amount on the Termination Date, or (ii) in the case of Certificates, all but not some only of the outstanding Fund Securities shall be redeemed by payment of the Termination Amount on the Termination Date, subject, in the case of both (i) and (ii), to Fund Security Condition 5. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10.

(e) General

In determining to take a particular action as a result of an Extraordinary Fund Event, the Issuer is under no duty to consider the interests of Holders or any other person. In making any determination as to which action to take following the occurrence of an Extraordinary Fund Event, neither the Issuer nor the Calculation Agent shall be responsible for any loss (including any liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders or any other person in connection with the W&C Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the W&C Securities.

5. **Settlement Date/Redemption Date/Termination Date Extension**

If on the date falling two Business Days prior to the originally designated Settlement Date, Redemption Date or Termination Date, as the case may be, the Hedge Provider has not, after having placed one or more redemption orders in respect of its holding of Fund Shares in accordance with the terms of the relevant Fund Documents, received redemption proceeds in full in respect of such Fund Shares (the "**Redemption Proceeds**"), the Calculation Agent may postpone the Settlement Date, Redemption Date or Termination Date, as the case may be, and notify the Holders thereof in accordance with Condition 10.

As soon as practicable following receipt by the Hedge Provider of the Redemption Proceeds the Calculation Agent shall give notice to Holders in accordance with Condition 10 (such notice the "**Delayed Payment Notice**") and cancel (in the case of Warrants) or redeem (in the case of Certificates) the W&C Securities on the date falling not more than five Business Days following the receipt of the Delayed Payment Notice (such date, the "**Postponed Settlement Date**") by payment to each Holder of the Cash Settlement Amount or the Termination Amount, as the case may be, provided that, if the Hedge Provider does not receive the Redemption Proceeds within the period ending on the Delayed Payment Cut-off Date, the Postponed Settlement Date shall be the Delayed Payment Cut-off Date.

## ANNEX 7

### ADDITIONAL TERMS AND CONDITIONS FOR MARKET ACCESS SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Market Access Securities shall comprise the terms and conditions of the W&C Securities (the "**Conditions**") and the additional Terms and Conditions set out below (the "**Market Access Security Conditions**"), in each case together with other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Conditions and (ii) the Market Access Security Conditions, the Market Access Security Conditions set out below shall prevail.

#### 1. Interim Payment Amount/Interim Coupon Amount

If so specified in the applicable Final Terms, the following provisions shall apply:

- (a) The Issuer will pay an amount in cash in respect of each W&C Security equal to any then unpaid Interim Payment Amount or Interim Coupon Amount in accordance with this Market Access Security Condition 1.
- (b) The Issuer will, or will cause the Calculation Agent to (i) provide written notice to the Principal Security Agent as soon as reasonably practicable after any Applicable Cash Dividend Amount or any Applicable Cash Coupon Amount, or any Applicable Cash Distribution Amount, as applicable, is received by a Qualified Investor entitled to receive it, of the Interim Payment Amount or the Interim Coupon Amount to be paid with respect to each W&C Security in relation thereto, and (ii) pay such Interim Payment Amount or the Interim Coupon Amount to the Agent in time for payment to the Holders on the Interim Payment Date or the Interim Coupon Date, as applicable.
- (c) Payment of an Interim Payment Amount or an Interim Coupon Amount shall be made to the Holder on the applicable Interim Payment Date or Interim Coupon Date. If the Share Company or the Basket Company or the Security Issuer, as applicable, fails to deliver to a Qualified Investor entitled to receive it any Applicable Cash Dividend Amount or any Applicable Cash Coupon Amount or any Applicable Cash Distribution Amount, as applicable, before the 120th day after the earliest of any Actual Exercise Date and the Expiration Date (in the case of Warrants), or Redemption Date (in the case of Certificates) (the "**Applicable Cash Dividend Failure Date**" or "**Applicable Cash Coupon Failure Date**" or "**Applicable Cash Distribution Failure Date**"), the Holders will receive no payment in respect of any such unpaid Applicable Cash Dividend Amount or Applicable Cash Coupon Amount or any Applicable Cash Distribution Amount, and the Issuer will, or will cause the Calculation Agent to, provide written notice to the Agent promptly after such Applicable Cash Dividend Failure Date or the Applicable Cash Coupon Failure Date or the Applicable Cash Distribution Failure Date.
- (d) The Calculation Agent will determine the Interim Payment Amount or the Interim Coupon Amount, if any, of the W&C Securities in its discretion acting in good faith and in a commercially reasonable manner.
- (e) Definitions relating to Interim Payment Amount/Interim Coupon Amount

Unless otherwise specified in the applicable Final Terms:

**"Applicable Cash Coupon Amount"** shall mean the net cash coupon on one Debt Instrument, paid to a Qualified Investor entitled to receive it in respect of any single declaration of cash interests, expressed in the Settlement Currency as determined by the Calculation Agent, the Coupon Payment Dates for which falls during the period from and including the Issue Date to and including 10.00 a.m. Brussels or Luxembourg time (as appropriate) on either the earliest of any Actual Exercise Date and the Expiration Date (in the case of Warrants) or the Redemption Date or any earlier date on which the relevant Certificate becomes due for redemption (in the case of Certificates), in respect of W&C Securities held through Euroclear and/or Clearstream, Luxembourg;

**"Applicable Cash Distribution Amount"** shall mean the (i) net cash distribution or (ii) net sale proceeds of any property in respect of one Share, paid to a Qualified Investor entitled to receive it in respect of any single cash distribution or sale, expressed in the Settlement Currency as determined by the Calculation Agent, the record or effective date for which falls during the period from and including the Issue Date to and including 10.00 a.m. Brussels or Luxembourg time (as appropriate) on the earliest of any Actual Exercise Date and the Expiration Date (in the case of Warrants), or the Redemption Date or any earlier date on which the relevant Certificate becomes due for redemption (in the case of Certificates), in respect of W&C Securities held through Euroclear and/or Clearstream, Luxembourg;

**"Applicable Cash Dividend Amount"** shall mean the net cash dividend on one Share, paid to a Qualified Investor entitled to receive it in respect of any single declaration of cash dividends, expressed in the Settlement Currency as determined by the Calculation Agent, the ex-dividend date for which falls during the period from and including the Issue Date to and including 10.00 a.m. Brussels or Luxembourg time (as appropriate) on the earliest of any Actual Exercise Date and the Expiration Date (in the case of Warrants), or either the Redemption Date or any earlier date on which the relevant Certificate becomes due for redemption (in the case of Certificates), in respect of W&C Securities held through Euroclear and/or Clearstream, Luxembourg;

**"Coupon Payment Dates"** means the dates falling after the Issue Date on which the Security Issuer is scheduled to pay interest on the Debt Instruments, which is specified in the Final Terms;

**"Debt Instruments Amount"** means, subject to adjustment in accordance with Annex 5, the number of underlying Debt Instruments per W&C Security as specified in the Final Terms;

**"Interim Coupon Amount"** shall mean an amount in the Settlement Currency equal to the product of (a) any Applicable Cash Coupon Amount and (b) the Debt Instruments Amount applicable on the relevant Coupon Payment Date (net of any and all withholding taxes based upon the maximum statutory rates (or any other rate specified in the Final Terms) applicable to a Qualified Investor in connection with the receipt of such interest);

**"Interim Coupon Date"** means the fifth Business Day following the date the relevant Applicable Cash Coupon Amount is received by a Qualified Investor entitled to receive it;

**"Interim Payment Amount"** shall mean an amount in the Settlement Currency equal to the product of (a) any Applicable Cash Dividend Amount or any Applicable Cash Distribution Amount, as applicable, and (b) the Share Amount applicable on the relevant ex-dividend date (or in the case of Share Securities linked to GDRs or ADRs, the Share Amount applicable on the relevant record date in respect of the Shares (net of any and all withholding taxes based upon the maximum statutory rates (or any other rate specified in the Final Terms) applicable to a Qualified Investor in connection with the receipt of such dividends or distributions);

"**Interim Payment Date**" means the fifth Business Day following the date the relevant Applicable Cash Dividend Amount or Applicable Cash Distribution Amount, as applicable, is received by a Qualified Investor entitled to receive it;

"**Security Issuer**" means, subject to adjustment in accordance with Annex 5, the issuer of the Debt Instrument; and

"**Share Amount**" shall mean, subject to adjustment in accordance with Annex 3, the number of underlying Shares per W&C Security as specified in the Final Terms.

## 2. **Potential Adjustment Event**

If so specified in the applicable Final Terms, Share Security Condition 3. shall be amended by the addition of the following at the end of the penultimate paragraph:

Any adjustment to the terms of the W&C Securities following a Potential Adjustment Event shall take into account the economic cost of any taxes, duties, levies, fees or registration payable by or on behalf of the Issuer or any of their relevant affiliates or a Qualified Investor charged on subscription, acquisition or receipt (sale or disposal) of any Shares or other securities received as a result of the Potential Adjustment Event, such calculations to be determined and carried out by the Calculation Agent in good faith. In respect of an event as set out in paragraph (b) of the definition of Potential Adjustment Event (as amended by Share Security Condition 11), in lieu of making any adjustment to the terms of the W&C Securities in accordance with Share Security Condition 3, the Issuer or a Qualified Investor may exercise its discretion to sell any or all of the property a holder of the Shares should receive and pass the net sale proceeds to the Holders instead.

## 3. **Stock Dividends or Stock Distributions and Rights Issues**

If so specified in the Final Terms, the following provisions shall apply:

- (a) In the event that a stock dividend in respect of the Shares or dividend in the form of Shares (a "**Stock Dividend**") is declared by the Share Company or the Basket Company, as applicable, during the period from and including the Trade Date to but excluding the Settlement Date (in the case of Warrants) or the Redemption Date (in the case of Certificates), (or in the case of Share Securities linked to GDRs or ADRs, in the event that there has been any stock distribution (a "**Stock Distribution**") in respect of the Underlying Shares the record or effective date of which falls during the period from and including the Trade Date to but excluding either the Redemption Date or any earlier date on which the relevant Certificates become due for redemption), in lieu of making an adjustment to the W&C Securities, the Issuer may issue an amount of further W&C Securities (the "**Further W&C Securities**") to the holder of W&C Securities that would receive such Stock Dividend or Stock Distribution according to market practice in relation to a sale of Shares executed on the Business Day preceding the date of declaration of such Stock Dividend (or in the case of Share Securities linked to GDRs or ADRs, on the Business Day preceding the record or effective date in relation to such Stock Distribution) (if such holder of W&C Security had been the buyer in such sale) to reflect the issue of the Stock Dividend or Stock Distribution (as adjusted for any withholding tax or charges) notwithstanding that such person may not be the holder of the W&C Security as of the date on which the Further W&C Securities are issued. Further W&C Securities issued pursuant to this paragraph may be issued to the holders of the W&C Securities free of charge or at an issue price as determined in the sole discretion of the Calculation Agent acting in good faith.

- (b) In addition, in the event that a rights issue (a "**Rights Issue**") in respect of the Shares is declared by the Share Company or the Basket Company during the period from and including the Trade Date to but excluding the Settlement Date (in the case of Warrants) or either the Redemption Date or any earlier date on which the relevant Certificates become due for redemption (in the case of Certificates), in lieu of making an adjustment to the W&C Securities, the Issuer may issue an amount of Further W&C Securities to the holder of the W&C Security that would receive such Rights Issue according to market practice in relation to a sale of Shares executed on the Business Day preceding the date of declaration of such Rights Issue (or in the case of Share Securities linked to GDRs or ADRs, on the Business Day preceding the record or effective date in relation to such Rights Issue) (if such holder of a W&C Security had been the buyer in such sale) to reflect the Rights Issue (as adjusted for any withholding tax or charges) notwithstanding that such person may not be the holder of the W&C Security as of the date on which the Further W&C Securities are issued. Further W&C Securities issued pursuant to this paragraph may be issued to the holders of the W&C Securities at an issue price as determined in the sole discretion of the Calculation Agent acting in good faith.
- (c) The Issuer may issue the Further W&C Securities, if any, to the relevant person five Business Days following the day on which a foreign investor would have received the relevant Stock Dividends or Shares upon exercise of the Rights Issue or such later date as the Calculation Agent shall determine in its sole discretion. Any determination by the Calculation Agent in respect of the persons to whom the Further W&C Securities should be issued shall (save in the case of manifest error) be final, conclusive and binding on the Issuer and the holders of W&C Securities.
- (d) If a Holder holds more than one Security, the number of W&C Securities held by such Holder may be aggregated for the purposes of determining the number of Further W&C Securities to be issued to such Holder pursuant to the above.
- (e) In the event that any Further W&C Securities are to be issued at an issue price, no Holder will be obliged to purchase such Further W&C Securities but if such Further W&C Securities are not purchased pursuant to the relevant terms of offer, the Issuer shall have no further obligations to the relevant Holder in respect of such Stock Dividend or Rights Issue, as the case may be.
- (f) Upon the declaration of a Stock Dividend or a Rights Issue by the Share Company or the Basket Company and the election by the Issuer to issue Further W&C Securities, the Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 10, stating the declaration of the Stock Dividend or the Rights Issue, the election by the Issuer to issue Further W&C Securities and giving details thereof.

#### **4. Issuer's option following an Additional Disruption Event**

If so specified in the applicable Final Terms, the following provisions shall apply:

- (a) Issuer's Option following Additional Disruption Event

Upon the occurrence of any event that constitutes more than one of an Additional Disruption Event or a Market Disruption Event, the Calculation Agent shall have sole discretion to determine which one or more of such events it shall be deemed to constitute. The Calculation Agent shall act in good faith in making such determination.

If the Issuer decides to give notice to holders of W&C Securities of the occurrence of an Additional Disruption Event, it shall state in such notice whether the W&C Securities will be cancelled (in the case of Warrants) or redeemed (in the case of Certificates) (in whole or in part) pursuant to Market Access Security Condition 4(b) below or whether the Issuer's obligations under the W&C Securities will be suspended pursuant to Market Access Security Condition 4(c) below. If the Issuer elects to give notice to holders of W&C Securities of a suspension of its obligations under the W&C Securities pursuant to Market Access Security Condition 4(c) below, the Issuer shall nevertheless retain the right at all times to cancel, or redeem, as the case may be, the W&C Securities pursuant to Market Access Security Condition 4(b) below by giving notice to Holders in accordance with Condition 10.

(b) Cancellation and Redemption

Upon the Issuer's election to cancel (in the case of Warrants) or redeem (in the case of Certificates), the W&C Securities as aforesaid (or upon expiry of the 30 day period referred to in paragraph (c) below), the Issuer will, in respect of each and every Warrant cancelled or Certificate redeemed (each a "**Cancelled Security**") cause to be paid to the holders of W&C Securities an amount determined to be the fair market value of the Cancelled Security as at cancellation or redemption, as the case may be, (which may be nil) taking into consideration all information which the Calculation Agent deems relevant (including the circumstances that resulted in the occurrence of the Additional Disruption Event) less the cost to the Issuer and/or its affiliates of unwinding any related hedging arrangements (including but not limited to selling or otherwise realising the Shares or the Debt Instruments or any options or futures contracts in relation to the Shares or the Debt Instruments), all as determined by the Calculation Agent in its discretion acting in good faith and in a commercially reasonable manner. At the election of the Issuer such payment may be made in the Local Currency in the Relevant Jurisdiction, in which case the holders of W&C Securities will have responsibility for establishing an account in the Relevant Jurisdiction in order to receive such payments; provided that if it is impracticable or unlawful for the Issuer to pay such amount in the Relevant Jurisdiction, or the relevant holders of W&C Securities do not establish the necessary account in the Relevant Jurisdiction, to receive payment(s) in the currency the Issuer elects, the Issuer shall not be obliged to make payment of any such amounts so affected, as applicable. Payment will be made, as the case may be, in such manner as shall be notified to the holders of W&C Securities in accordance with Condition 10.

(c) Suspension

Upon the Issuer's election to suspend the W&C Securities, the Issuer's obligations in respect of the W&C Securities may be suspended up until the tenth day after such Additional Disruption Event shall cease to exist. In the event that such date shall not have arisen before the date which falls 30 days after the Settlement Date (in the case of Warrants) or either the Redemption Date or any earlier date on which the Certificates become due for redemption (in the case of Certificates), the W&C Securities shall be cancelled or redeemed, as the case may be, in each case, pursuant to paragraph (b) above.

(d) Conclusive Determination

All determinations made by the Issuer and/or Calculation Agent pursuant to this Market Access Security Condition 4 shall be conclusive and binding on the Holders and the Issuer. No holders of W&C Securities will be entitled to any compensation from the Issuer for any loss suffered as a result of the occurrence of an Additional Disruption Event.

## 5. **Regulatory Change Event**

If so specified in the applicable Final Terms, the following provisions shall apply:

Upon the occurrence of a Regulatory Change Event, the Calculation Agent will (a) make the corresponding adjustment, if any, to any one or more of any Exercise Price (in the case of Warrants) and/or Share Amount and/or the Cash Settlement Amount and/or any of the other terms of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for the effect of such Regulatory Change Event and (b) determine the effective date of that adjustment.

Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 10, stating the adjustment to any Exercise Price (in the case of Warrants) and/or Share Amount and/or the Cash Settlement Amount and/or any of the other terms of the Terms and Conditions and/or the applicable Final Terms and giving brief details of the Regulatory Change Event.

"**Regulatory Change Event**" means any event which, in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner, constitutes:

- (a) the adoption of, change in or change in the interpretation or administration of, any law, rule or regulation by any governmental authority, central bank or comparable agency ("**governmental authority**"); and/or
- (b) the compliance by the Issuer and/or any of its affiliates with any request or directive of any governmental authority (whether or not having the force of law),

and which (i) imposes, modifies, applies or eliminates any tax, reserve, special deposit, insurance assessment or any other requirement in respect of assets or deposits of the Issuer and/or any of its affiliates in respect of (A) the issue and/or exercise (in the case of Warrants) or redemption (in the case of Certificates) of the W&C Securities or (B) any transaction entered into by the Issuer and/or any of its affiliates to hedge, either directly or indirectly, the obligations of the Issuer in respect of the W&C Securities; and/or (ii) affects in any other way the cost to the Issuer and/or any of its affiliates of: (I) the issue and/or exercise (in the case of Warrants) or redemption (in the case of Certificates) of W&C Securities; and/or (II) hedging, either directly or indirectly, the obligations of the Issuer in respect of the W&C Securities.

## 6. **Early Cancellation Event**

If so specified in the applicable Final Terms, the following provisions shall apply:

- (a) In the event that in the determination of the Calculation Agent, the Debt Instruments (in whole or in part) (x) become due and repayable by reason of a default in payment, an event of default or any similar credit event of the Security Issuer, or (y) become due and repayable on a date prior to its maturity date (other than by reason of any default), or (z) become subject to conversion into underlying shares or stock (each an "**Early Cancellation Event**"), the Issuer will be entitled to:
  - (i) cancel (in the case of Warrants) or redeem (in the case of Certificates), the W&C Securities by giving notice to the Holders in accordance with Condition 10, and pay the Early Cancellation Amount to each Holder in respect of each W&C Security held by him on the Early Cancellation Date; or

- (ii) in relation to a redemption and/or conversion in part of the Debt Instruments (a "**Partial Early Cancellation**"), require the Calculation Agent to determine whether such partial cancellation or redemption, as the case may be, and/or conversion affects the Debt Instruments held by the Issuer and/or its affiliates in order to hedge the Issuer's obligations in respect of the W&C Securities (the "**Aggregate Hedge Position**") or otherwise makes it impossible, impracticable or unduly onerous for the Issuer and/or its affiliates to hedge the Issuer's obligations in respect of the W&C Securities and, if so, gives notice to the Holders in accordance with Condition 10,

and:

- (x) pay the Early Cancellation Amount to each Holder in respect of each W&C Security held by him on the Early Cancellation Date; and/or
- (y) reduce the Debt Instruments Amount by an amount equal to the Affected Portion and/or require the Calculation Agent to determine in its sole discretion the appropriate adjustment, if any, to be made to any one or more of the Settlement Price and/or any of the other terms of these Conditions and/or the Final Terms to account for such payment and determine the effective date of that adjustment.

Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10.

(b) Definitions

For the purposes of this Market Access Security Condition 6:

"**Early Cancellation Date**" means the date falling four Business Days after the date on which the Early Cancellation Amount is determined.

"**Early Cancellation Securities Amount**" means (a) in the case of Market Access Security Condition 6(a)(i), the Debt Instruments Amount and (b) in the case of Market Access Security Condition 6(a)(ii), each Security's *pro rata* portion (the "**Affected Portion**") of the nominal amount of Debt Instruments comprising the Aggregate Hedge Position affected by the Partial Early Cancellation, all as determined by the Calculation Agent in its sole and absolute discretion.

"**Early Cancellation Amount**" means, in respect of each W&C Security, an amount calculated by the Calculation Agent equal to the arithmetic average price per Early Cancellation Securities Amount (net of any costs), which the Issuer or its affiliate obtains in selling or otherwise realising the Debt Instruments (the "**Sale Proceeds**"), provided however that:

- (i) if Market Access Security Condition 6(a)(i) applies in respect of the W&C Securities, the Issuer may elect to pay, in lieu of the Sale Proceeds, the amount of principal which a Qualified Investor would have received pursuant to the terms of the Debt Instruments as a result of the Early Cancellation Event if it held the Early Cancellation Securities Amount (net of any costs, including those that would have been withheld in relation to payment of such cash amount to a Qualified Investor); or
- (ii) if Market Access Security Condition 6(a)(ii) applies in respect of the W&C Securities, the Issuer may elect to pay, in lieu of the Sale Proceeds, the arithmetic



average price per Early Cancellation Securities Amount and, in the case of Warrants, net of any costs which the Issuer or its affiliate obtains in selling or otherwise realising the underlying Shares or Stock after conversion (the "**Shares**"),

and in the case of Warrants, such resulting amount to be converted into the Settlement Currency at the Exchange Rate.

#### **7. Additional Condition**

If so specified in the applicable Final Terms, the following provisions shall apply:

The Issuer may modify or amend these Terms and Conditions of the W&C Securities or the applicable Final Terms without the consent of the Holders in any manner which the Issuer may deem necessary or desirable for the purpose of obtaining listing of the W&C Securities on the Official List of the Luxembourg Stock Exchange or Euronext Paris, as the case may be, and admission to trading on the regulated market of the Luxembourg Stock Exchange or Euronext Paris, as the case may be, as promptly as practicable provided that any such modification or amendment is not materially prejudicial to the Holders.

#### **8. Early Exercise Event**

The following provisions apply to Warrants only.

If so specified in the applicable Final Terms, the following provisions shall apply:

If an Early Exercise Event (as specified in the applicable Final Terms) occurs, the Issuer shall have the right to accelerate the Exercise Date or Expiration Date, as applicable, of all or some only of the outstanding Warrants by giving notice of its election and of the number of Warrants to be early exercised (the "**Early Cancelled Warrants**") to the holders of Warrants in accordance with Condition 10. In the event that the Issuer decides to exercise its right to accelerate the Exercise Date or Expiration Date, as applicable, of some only of the outstanding Warrants, the Issuer may, subject to the standard procedures of Euroclear and/or Clearstream, Luxembourg, arrange for the Early Cancelled Warrants to be selected individually by lot to determine which interests in the Clearing System Global Warrant are to be subject to the exercise of such right.

For the avoidance of doubt, in such case, the Issuer will, in respect of each and every Warrant, cause to be paid to the holder of each such Warrant the Cash Settlement Amount specified in the Final Terms.

"**Early Exercise Event**" means that the price at any time on a day of the (i) Share or (ii) Debt Securities, as specified in the applicable Final Terms is (A) "equal to", (B) "above" or (C) "below", as specified in the applicable Final Terms, the Threshold Price as specified in the applicable Final Terms, as determined by the Calculation Agent on a day during the period from and including the Issue Date to and including the Expiration Date.

#### **9. W&C Securities linked to underlying shares that are yet to be listed**

If so specified in the applicable Final Terms, the following provisions shall apply:

- (a) (i) in the case of Warrants, an Exercise Notice shall be deemed to have been delivered by the Holders or the Issuer may, by notice to the Holders in accordance with Condition 10, cancel all but not some only of the Warrants if, upon the expiration of three months after the Expected Listing Date (as specified in the Final Terms), the Shares do not become listed at the Scheduled Closing Time on the Exchange as

specified in the Final Terms, on or before such date, all as determined by the Calculation Agent in its sole and absolute discretion and in a commercially reasonable manner. The Issuer will, in respect of each and every Warrant, cause to be paid to the holder of each such Warrant the Cash Settlement Amount specified in the applicable Final Terms. For the purposes of calculating the Cash Settlement Amount pursuant to this paragraph, the Settlement Price shall be equal to the Issue Price per Warrant (net of any Costs); or

- (ii) in the case of Certificates, the Issuer may, by notice to the Holders in accordance with Condition 10, redeem all but not some only of the Certificates if, upon the expiration of three months after the Expected Listing Date (as specified in the Final Terms), the Shares do not become listed at the Scheduled Closing Time on the Exchange as specified in the Final Terms, on or before such date, all as determined by the Calculation Agent in its sole and absolute discretion and in a commercially reasonable manner. The Issuer will, in respect of each and every Certificate, cause to be paid to the holder of each such Certificate the Cash Settlement Amount specified in the applicable Final Terms.

All determinations made by the Issuer and/or Calculation Agent pursuant to the foregoing paragraph shall be conclusive and binding on the Holders and the Issuer. No Holder will be entitled to any compensation from the Issuer for any loss suffered as a result of the Shares not becoming listed on the Exchange at the Scheduled Closing Time on or before the expiration of three months after the Expected Listing Date.

## **USE OF PROCEEDS**

The net proceeds from each issue of W&C Securities by BNPP B.V. or BNPP will become part of the general funds of BNPP B.V. or BNPP, as the case may be. Such proceeds may be used to maintain positions in options or futures contracts or other hedging instruments.

## FORM OF GUARANTEE

**THIS GUARANTEE** is made by way of deed on 9 June 2015 by BNP Paribas ("**BNPP**") in favour of the holders for the time being of the Securities (as defined below) (each a "**Holder**").

### WHEREAS:

BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**"), BNPP, BNP Paribas Fortis Funding and BGL BNP Paribas have established a Note, Warrant and Certificate Programme (the "**Programme**") under which, *inter alia*, BNPP B.V. may from time to time issue, *inter alia*, unsecured warrants and certificates governed by English law (the "**Securities**") and secured warrants and certificates governed by English law (the "**Secured Securities**") of any kind including, but not limited to, warrants and certificates relating to a specified index or a basket of indices, a specified share, preference share, GDR or ADR or a basket of shares, GDRs and/or ADRs, a specified interest in an exchange traded instrument or basket of interests in exchange traded instruments, a specified debt instrument or basket of debt instruments, a specified debt futures or debt options contract or basket of debt futures or debt options contracts, a specified commodity or commodity index or basket of commodities and/or commodity indices, a specified inflation index or basket of inflation indices, a specified currency or basket of currencies, a specified fund share or unit or basket of fund shares or units, a specified underlying interest rate or basket of underlying interest rates or Credit Securities. In respect of Securities, BNPP B.V. will not grant any security interest in favour of the relevant Holders. In respect of Secured Securities, BNPP B.V. will grant a security interest over assets held in accounts with the Custodian in favour of the Collateral Agent on behalf of itself and the relevant Holders. BNPP intends to guarantee the obligations of BNPP B.V. under the Securities.

The Securities may be issued pursuant to (a) an Amended and Restated Agency Agreement (the "**Agency Agreement**", which expression includes the same as it may be amended, supplemented or restated from time to time) dated on or around 9 June 2015 between, *inter alia*, BNPP B.V., BNPP, BNP Paribas Securities Services, Luxembourg Branch as agent and BNP Paribas Arbitrage S.N.C. as calculation agent or (b) any other agency or analogous agreement entered into by BNPP, BNPP B.V. and/or the other Issuers from time to time.

Terms defined in the Terms and Conditions of the W&C Securities, as amended and/or supplemented by the applicable Final Terms (the "**Conditions**") and not otherwise defined in this Deed of Guarantee shall have the same meanings when used in this Guarantee.

Any reference in this Guarantee to any obligation or sums or amounts payable under or in respect of the W&C Securities by BNPP B.V. shall be construed to refer to (if applicable):

- (a) (in the event of a bail-in of BNPP B.V.), such obligations, sums and/or amounts as reduced or otherwise modified from time to time resulting from the application of a bail-in of BNPP B.V. by any relevant authority; or
- (b) (in the event of a bail-in of BNPP), such obligations, sums and/or amounts as reduced by reference to, and in the same proportion as, any such reduction or modification applied to securities issued by BNPP following the application of a bail-in of BNPP by any relevant authority.

In respect of all Securities issued on or after the date of this Guarantee, this Guarantee replaces the guarantee dated 5 June 2014 granted by the Guarantor in respect of Securities issued under the Programme.

**NOW THIS DEED WITNESSES** as follows:

## **1. Guarantee**

Subject as provided below, BNPP unconditionally and irrevocably guarantees by way of deed poll to each Holder that, if for any reason BNPP B.V. does not pay any sum payable by it or perform any other obligation in respect of any Security on the date specified for such payment or performance BNPP will, in accordance with the Conditions pay that sum in the currency in which such payment is due in immediately available funds or, as the case may be, perform or procure the performance of the relevant obligation on the due date for such performance. In case of the failure of BNPP B.V. to satisfy such obligations as and when the same become due, BNPP hereby undertakes to make or cause to be made such payment or satisfy or cause to be satisfied such obligations as though BNPP were the principal obligor in respect of such obligation after a demand has been made on BNPP pursuant to Clause 8 hereof PROVIDED THAT in the case of Securities other than Credit Securities (A) in the case of Physical Delivery Securities where BNPP B.V. has the obligation, pursuant to the terms and conditions of the relevant Security, to deliver the Entitlement, notwithstanding that BNPP B.V. had the right to vary settlement in respect of such Physical Delivery Securities in accordance with W&C Security Condition 5.3 and exercised such right or failed to exercise such right, BNPP will have the right at its sole and unfettered discretion to elect not to deliver or procure delivery of the Entitlement to the Holders of such Physical Delivery Securities, but in lieu thereof, to make payment in respect of each such Physical Delivery Securities of an amount equal to the Guaranteed Cash Settlement Amount (as defined in the Conditions) and (B) in the case of Securities where the obligations of BNPP B.V. which fall to be satisfied by BNPP constitute the delivery of the Entitlement to the Holders, BNPP will as soon as practicable following BNPP B.V.'s failure to satisfy its obligations under such Securities deliver or procure delivery of such Entitlement using the method of delivery specified in the applicable Final Terms provided that, if in the opinion of BNPP, delivery of the Entitlement using such method is not practicable by reason of (i) a Settlement Disruption Event (as defined in W&C Security Condition 5.1 or (ii) a Failure to Deliver due to Illiquidity (as defined in W&C Security Condition 5.2) (if "Failure to Deliver due to Illiquidity" is specified as applying in the applicable Final Terms), in lieu of such delivery BNPP will make payment in respect of each such Security of, in the case of (i) above, the Guaranteed Cash Settlement Amount or, in the case of (ii) above, the Failure to Deliver Settlement Price (as defined in W&C Security Condition 15.2). Any payment of the Guaranteed Cash Settlement Amount or the Failure to Deliver Settlement Price, as the case may be, in respect of a Security shall constitute a complete discharge of BNPP's obligations in respect of such Security.

## **2. BNPP as Principal Obligor**

As between BNPP and the holder of each Security but without affecting BNPP B.V.'s obligations, BNPP will be liable under this Guarantee as if it were the sole principal obligor and not merely a surety. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal obligor (including (1) any time, indulgence, waiver or consent at any time given to BNPP B.V. or any other person, (2) any amendment to any of the Conditions or to any security or other guarantee or indemnity, (3) the making or absence of any demand on BNPP B.V. or any other person for payment or performance of any other obligation in respect of any Security, (4) the enforcement or absence of enforcement of any Security or of any security or other guarantee or indemnity, (5) the release of any such security, guarantee or indemnity, (6) the dissolution, amalgamation, reconstruction or reorganisation of BNPP B.V. or any other person, or (7) the illegality, invalidity or unenforceability of or any defect in any provision of the Conditions, the Agency Agreement or any of BNPP B.V.'s obligations under any of them).

### **3. BNPP's Obligations Continuing**

BNPP's obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains payable and no other obligation remains to be performed under any Security (in the case where the relevant Security is a Warrant, subject to its exercise). Furthermore, those obligations of BNPP are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from BNPP or otherwise. BNPP irrevocably waives all notices and demands of any kind.

### **4. Discharge by BNPP B.V.**

If any payment received by, or other obligation discharged to or to the order of, the holder of any Security is, on the subsequent bankruptcy or insolvency of BNPP B.V., avoided under any laws relating to bankruptcy or insolvency, such payment or obligation will not be considered as having discharged or diminished the liability of BNPP and this Guarantee will continue to apply as if such payment or obligation had at all times remained owing due by BNPP B.V.

### **5. Indemnity**

As a separate and alternative stipulation, BNPP unconditionally and irrevocably agrees (1) that any sum or obligation which, although expressed to be payable or deliverable under the Securities, is for any reason (whether or not now existing and whether or not now known or becoming known to BNPP B.V., BNPP or any Holder) not recoverable from BNPP on the basis of a guarantee will nevertheless be recoverable from it as if it were the sole principal obligor and will be paid or performed by it in favour of the Holder on demand and (2) as a primary obligation to indemnify each Holder against any loss suffered by it as a result of any sum or obligation expressed to be payable or deliverable under the Securities not being paid or performed by the time, on the date and otherwise in the manner specified in the Securities or any obligation of BNPP B.V. under the Securities being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not known or becoming known to BNPP B.V., BNPP or any Holder), in the case of a payment obligation the amount of that loss being the amount expressed to be payable by BNPP B.V. in respect of the relevant sum, PROVIDED THAT the proviso to Clause 1 of this Guarantee shall apply mutatis mutandis to this Clause 5.

### **6. Incorporation of Terms**

BNPP agrees that it shall comply with and be bound by those provisions contained in the Conditions which relate to it.

### **7. Deposit of Guarantee**

This Guarantee shall be deposited with and held by BNP Paribas Securities Services, Luxembourg for the benefit of the Holders.

### **8. Demand on BNPP**

Any demand hereunder shall be given in writing addressed to BNPP served at its office at CIB Legal, 3 rue Taitbout, 75009 Paris, France. A demand so made shall be deemed to have been duly made five Paris Business Days (as used herein, "**Paris Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in Paris) after the day it was served or if it was served on a day that was not a Paris Business Day or after 5.30 p.m. (Paris time) on any day, the demand shall

be deemed to be duly made five Paris Business Days after the Paris Business Day immediately following such day.

**9. Governing law**

This Guarantee and any non-contractual obligations arising out of or in connection herewith shall be governed by and construed in accordance with English law.

**10. Jurisdiction**

The courts of England shall have jurisdiction to settle any disputes which may, directly or indirectly, arise out of or in connection with this Guarantee including a dispute relating to any non-contractual obligations arising out of or in connection herewith.

**11. Service of Process**

BNPP agrees that service of process in England may be made on it at its London branch. Nothing in this Guarantee shall affect the right to serve process in any other manner permitted by law.

**12. Contracts (Rights of Third Parties) Act 1999**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee, but this does not affect any right or remedy of any person which exists or is available from that Act.

Executed as a Deed  
By BNP PARIBAS )  
acting by )  
acting under the authority )  
of that company )

**IN WITNESS** whereof this Guarantee has been executed and delivered by BNP Paribas as a deed on the date first above-mentioned.

Witness's signature:

Name:

Address:

## FORM OF THE W&C SECURITIES

W&C Securities which are issued and transferred through Clearstream, Luxembourg and/or Euroclear, and/or any other relevant clearing system ("**Clearing System Securities**") will be represented by a global security (each a "**Clearing System Global Security**"), which will be issued and deposited with a common depository on behalf of Clearstream, Luxembourg, Euroclear, and/or any other relevant clearing system on the date of issue of the relevant Securities in accordance with the rules and regulations of the relevant clearing system. Registered Warrants ("**Registered Warrants**") will be represented by a registered global warrant (each a "**Registered Global Warrant**"), which will be issued and deposited with the Registrar. Registered Certificates ("**Registered Certificates**") will be represented by a registered global certificate (each a "**Registered Global Certificate**" and together with a Registered Global Warrant, a "**Registered Global Security**") held on behalf of Euroclear and/or Clearstream Luxembourg and/or any other relevant clearing system. Clearing System Securities and W&C Securities in definitive registered form will not be exchangeable for Registered Securities and Registered Securities will not be exchangeable for Clearing System Securities. Each Clearing System Global Security and Registered Global Security are each referred to as a "**Global Security**".

In the event that the Final Terms specify that W&C Securities are eligible for sale in the United States ("**U.S. Warrants**" or "**U.S. Certificates**", as the case may be, and together, the "**U.S. Securities**"), (A) the W&C Securities sold in the United States to QIBs who are also QPs within the meaning of Rule 144A will be represented by one or more global Securities (each, a "**Rule 144A Global Security**") issued and deposited with (1) a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**") or (2) a common depository on behalf of Clearstream, Luxembourg or Euroclear and/or any other relevant clearing system and (B) in any such case, W&C Securities sold outside the United States to persons that are not (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**"); or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**") will be represented by a one or more global Securities (each, a "**Regulation S Global Security**") issued and deposited with a common depository on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant clearing system. In the event that the Final Terms does not specify that W&C Securities are eligible for sale within the United States or to U.S. persons, the W&C Securities offered and sold outside the United States to non-U.S. persons will be represented by a Clearing System Global Security or a Registered Global Security, as the case may be.

### Applicable Final Terms

The Final Terms will contain the information items permitted under Article 22.4 of Commission Regulation (EC) No 809/2004 (the "**Prospectus Regulation**").



## DESCRIPTION OF BNPP B.V.

### 1. Name, registered office and date of incorporation

- (a) The legal and commercial name of the Issuer is BNP Paribas Arbitrage Issuance B.V.
- (b) BNPP B.V. is a limited liability company under Dutch law ("*besloten vennootschap met beperkte aansprakelijkheid*"), having its registered office at Herengracht 537, 1017 BV Amsterdam, The Netherlands. BNPP B.V. is incorporated in The Netherlands and registered with the Commercial Register in The Netherlands under number 33215278 (telephone number: + 31 20 5215 645).
- (c) BNPP B.V. was incorporated on 10 November 1989 with unlimited duration.

### 2. Business Overview

- (a) BNPP B.V.'s objects (as set out in Article 3 of its Articles of Association) are:
  - (i) to borrow, lend out and collect monies, including but not limited to the issue or the acquisition of debentures, debt instruments, financial instruments such as, among others, notes, warrants and certificates of any nature, with or without indexation based on, inter alia, shares, baskets of shares, stock exchange indices, currencies, commodities or futures on commodities, and to enter into related agreements;
  - (ii) to finance enterprises and companies;
  - (iii) to establish and to in any way participate in, manage and supervise enterprises and companies;
  - (iv) to offer advice and to render services to enterprises and companies with which the company forms a group of companies, and to third parties;
  - (v) to grant security, to bind the company and to encumber assets of the company for the benefit of enterprises and companies with which the company forms a group of companies, and of third parties;
  - (vi) to acquire, manage, exploit and dispose of registered property and asset value in general;
  - (vii) to trade in currencies, securities and asset value in general;
  - (viii) to exploit and trade in patents, trademark rights, licences, know-how and other industrial rights of ownership;
  - (ix) to engage in industrial, financial and commercial activities of any nature, and

all other things as may be deemed incidental or conducive to the attainment of the above objects, in the broadest sense of the word.

- (b) BNPP B.V. competes with other issuers in the issuance of financial instruments and securities.
- (c) BNPP B.V. is a BNP Paribas Group issuance vehicle, specifically involved in the issuance of structured securities, which are developed, setup and sold to investors by other companies in the group. The issuances are backed by a matching derivative contract with BNP Paribas

Arbitrage S.N.C. or BNP Paribas SA ensuring a perfect match of BNPP B.V. assets and liabilities. Given the function of BNPP B.V. within the BNP Paribas Group and its asset and liabilities structure, the company generates a limited profit.

- (d) The securities issued by BNPP B.V. are sold to institutional clients, retail and high net worth individuals in Europe, Africa, Asia and Americas, either directly by the Guarantor or through third party distributors.

### **3. Trend Information**

Due to BNPP B.V. dependence upon BNPP its trend information is the same as that for BNPP set out on page 132 of the BNPP 2014 Registration Document.

### **4. Share capital**

The authorised share capital is composed of €225,000 divided into 225,000 shares of €1 each. The issued share capital is €45,379, divided in 45,379 shares of €1 each.

All shares are ordinary registered shares and fully paid up and no share certificates have been issued. 100 per cent. of the share capital is held by the Guarantor.

### **5. Management**

#### **5.1 Management Board**

The management of BNPP B.V. is composed of a Management Board with one or several members appointed by the general meeting of shareholders.

On 22 February 2001, BNP Paribas has appointed as sole member of the Management Board BNP Paribas Trust B.V., a company established and existing under the laws of The Netherlands, with its registered office at Herengracht 537, 1017 BV Amsterdam, the Netherlands. Messrs. Selles and Sijssling as Directors of BNP Paribas Trust B.V. have the power to take all necessary measures in relation to the issue of securities of BNPP B.V.

#### **5.2 Duties of the Management Board**

Within the limits of the constitutional documents, the Management Board is responsible for the management of BNPP B.V..

### **6. Accounts**

#### **6.1 Drawing up of annual accounts**

The financial year is the calendar year.

#### **6.2 Adoption of annual accounts**

The general meeting of shareholders adopts the annual accounts.

## 7. Material Investments

BNPP B.V. has made no material investments since the date of its last published financial statements other than those related to the issue of securities and its Management Board has made no firm commitments on such material investments in the future.

## 8. Organisational Structure

BNPP B.V. is a wholly owned subsidiary of BNPP.

BNPP B.V. is dependent upon BNPP in that BNPP develops and markets the W&C Securities, hedges its market, credit and liquidity risks and guarantees the obligations of BNPP B.V. for any issuance of its securities towards investors.

## 9. Administrative, Management, and Supervisory Bodies

### 9.1 Names, Business Addresses, Functions and Principal Outside Activities

The names, functions and principal activities performed by it outside BNPP B.V. which are significant with respect to the only director of BNPP B.V. are:

Name	Function	Principal Outside Activities
BNP Paribas Trust B.V.	Managing Director	Providing corporate management and administrative services to Dutch companies belonging to corporate or private clients or the BNP Paribas Group

### 9.2 Administrative, Management, and Supervisory Bodies Conflicts of Interests

The above-mentioned member of the Management Board of BNPP B.V. does not have potential conflicts of interests, material to the issue of the W&C Securities, between any duties to BNPP B.V. and its interests or other duties.

## 10. Board Practices

### 10.1 Audit Committee

BNPP B.V. does not itself have an audit committee. However, BNPP B.V. is part of the BNP Paribas Group which divides the audit responsibility to review the annual consolidated financial statements of BNPP between a Financial Statement Committee and an Internal Control and Risks Committee.

### 10.2 Corporate Governance

The Dutch Corporate Governance Code of 10 December 2008 only applies to listed companies. The shares of BNPP B.V. are not listed and therefore the code does not apply. Accordingly, BNPP B.V. is not required to make any disclosure regarding compliance with the code.

**11. Historical Financial Information Concerning BNPP B.V.'s Assets and Liabilities, Financial Position and Profits and Losses**

**BALANCE SHEET IN SUMMARY**  
(before appropriation of the net result)

	<b>31.12.2014</b>	<b>31.12.2013</b>
	EUR	EUR
<b>Financial fixed assets</b>	48,545,871,603	32,045,857,816
<b>Current assets</b>	16,258,961,862	16,917,219,020
<b>TOTAL ASSETS</b>	<b>64,804,833,465</b>	<b>48,963,076,836</b>
<b>Shareholder's equity</b>	445,206	416,163
<b>Long term liabilities</b>	48,545,871,603	32,045,857,816
<b>Current liabilities</b>	16,258,516,656	16,916,802,857
<b>TOTAL EQUITY AND LIABILITIES</b>	<b>64,804,833,465</b>	<b>48,963,076,836</b>

**PROFIT AND LOSS ACCOUNT in summary**

	<b>2014</b>	<b>2013</b>
	EUR	EUR
Income including interest received	432,323	397,703
Costs, including interest paid and the tax charge	(403,280)	(370,954)
<b>Profit after taxation</b>	<b>29,043</b>	<b>26,749</b>

**CASH FLOW STATEMENT in summary**

	<b>2014</b>	<b>2013</b>
	EUR	EUR
Cash flow from operating activities	623,505	(43,154)
Cash flow from financing activities	0	(250,000)
<b>Increase/Decrease cash at banks</b>	<b>623,505</b>	<b>(293,154)</b>
<b>Cash at bank at December 31</b>	<b>652,453</b>	<b>28,948</b>

## **DESCRIPTION OF BNPP**

A description of BNPP can be found on pages 6 to 15, 168 to 171 and 480 to 486 of the BNPP 2014 Registration Document which is incorporated by reference herein.

## **BOOK-ENTRY CLEARANCE SYSTEMS**

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Clearstream, Luxembourg or Euroclear (together, the "**Clearing Systems**") currently in effect and subject as provided in the applicable Final Terms. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of BNPP B.V., BNPP or any agent party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the W&C Securities held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

## BOOK-ENTRY SYSTEMS

### *DTC*

DTC has advised the Guarantor that it is a limited purpose trust company organised under the New York Banking Law, a banking organisation within the meaning of the New York Banking Law, a clearing corporation within the meaning of the New York Uniform Commercial Code and a clearing agency registered pursuant to Section 17A of the Exchange Act. DTC holds securities that its participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Direct Participants accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the Financial Industry Regulatory Authority, Inc., Access to the DTC system is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**").

Under the rules, regulations and procedures creating and affecting DTC and its operations (the "**Rules**"), DTC makes book-entry transfers of W&C Securities represented by Rule 144A Global Securities held by a Custodian on behalf of DTC among Direct Participants on whose behalf it acts with respect to W&C Securities accepted into DTC's book-entry settlement system ("**DTC Securities**") as described below and receives and transmits payments on DTC Securities. The Rules are on file with the Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Securities ("**Beneficial Owners**") have accounts with respect to the DTC Securities similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Beneficial Owners. Accordingly, although Beneficial Owners who hold DTC Securities through Direct Participants or Indirect Participants will not possess definitive W&C Securities, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Securities.

Purchases of DTC Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Securities on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct Participant's and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Securities are to be accomplished by entries made on the books of Direct Participants or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Securities, except in the event that use of the book-entry system for the DTC Securities is discontinued.

To facilitate subsequent transfers, all DTC Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or any other nominee as may be requested by an authorised representative of DTC. The deposit of DTC Securities with DTC and their registration in the name of Cede & Co. or any other nominee effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Securities are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

### ***Clearstream, Luxembourg and Euroclear***

Clearstream, Luxembourg and Euroclear each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Clearstream, Luxembourg and Euroclear provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg and Euroclear also deal with domestic securities markets in several countries through established depository and custodial relationships. Clearstream, Luxembourg and Euroclear have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Clearstream, Luxembourg and Euroclear customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Clearstream, Luxembourg and Euroclear is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

### **Book-entry Ownership of and Payments in respect of DTC Securities**

If a Rule 144A Global Security is to be registered in the name of a nominee of DTC, the relevant Issuer will apply to DTC in order to have the W&C Securities represented by such Rule 144A Global Security accepted in its book-entry settlement system. Upon the issue of any Rule 144A Global Security to be held by a Custodian on behalf of DTC, DTC or the Custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Rule 144A Global Security to the accounts of the relevant Direct Participants. Ownership of beneficial interests in any such Rule 144A Global Security will be limited to Direct Participants or Indirect Participants, including the respective depositories of Clearstream, Luxembourg, Euroclear and any other clearing systems as may be applicable. Ownership of beneficial interests in any such Rule 144A Global Security held by a Custodian on behalf of DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars in respect of a Rule 144A Global Security registered in the name of DTC's nominee will be made to the New York Warrant Agent or New York Certificate Agent, as the case may be, to the order of such nominee as the registered Holder. In the case of any payment in a currency other than U.S. dollars, payment will be made to the New York Warrant Agent or New York Certificate Agent, as the case may be, on behalf of DTC's nominee and the New York Warrant Agent or New York Certificate Agent, as the case may be, will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial Holders of interests in the Rule 144A Global Security held by a Custodian on behalf of DTC in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Direct Participants' account, provided that (a) the New York Warrant Agent or New York Certificate Agent, as the case may be, shall not be obligated to convert any currency whose conversion the New York Warrant Agent or New York Certificate Agent, as the case may be, in its sole discretion, deems impracticable, and (b) the New York Warrant Agent or New York Certificate Agent, as the case may be, has received notice by 11:00 a.m. two Business Days prior to the Settlement Date or Redemption Date, as the case may be, of the currency and the amount thereof to be converted into U.S. dollars. Conversion of a currency other than U.S. dollars into U.S. dollars will be carried out by the New York Warrant Agent or New York Certificate Agent, as the case may be, based on the actual exchange rate received in the



currency conversion, which will occur at the New York Warrant Agent's or New York Certificate Agent's, as the case may be, bid quotation for U.S. dollars at or prior to 11:00 a.m. on the Settlement Date or Redemption Date, as the case may be. The costs of conversion will be deducted from the amount of the payment credited to the applicable Participants' account. Except in the case of its gross negligence or wilful misconduct, the New York Warrant Agent or New York Certificate Agent, as the case may be, shall not be liable to any holder of W&C Securities for any delay in conversion or for any amounts in excess of the amounts actually received by it upon conversion of a currency other than U.S. dollars into U.S. dollars, or for its inability to convert any such currency into U.S. dollars at a commercially reasonable rate or at any rate.

The Guarantor expects that payments by Direct Participants to Beneficial Owners of W&C Securities will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Direct Participant and not the responsibility of DTC, any Agent or the Guarantor. Payments on W&C Securities to DTC is the responsibility of the Guarantor.

### **Transfers of W&C Securities Represented by Global Securities**

Transfers of any interests in W&C Securities represented by a Global Security within DTC, Clearstream, Luxembourg, Euroclear and/or any other clearing systems as may be applicable will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some states within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer W&C Securities represented by a Global Security to such persons may depend upon the ability to exchange such W&C Securities for W&C Securities in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC to pledge such W&C Securities to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such W&C Securities may depend upon the ability to exchange such W&C Securities for W&C Securities in definitive form. The ability of any person having a beneficial interest in W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC to resell, pledge or otherwise transfer such W&C Securities may be impaired if the proposed transferee of such W&C Securities is not eligible to hold such W&C Securities through a Direct Participant or Indirect Participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to Rule 144A Global Securities described under "Notice to Purchasers and Holders of U.S. Securities and Transfer Restrictions", crossmarket transfers between DTC, on the one hand, and direct or indirect account holders of Clearstream, Luxembourg, Euroclear or any other clearing systems as may be applicable, on the other, will be effected by the relevant Clearing System in accordance with its rules and through action taken by the relevant Agent and any custodian with whom the relevant Global Securities have been deposited.

On or after the issue date for any W&C Securities, transfers of such W&C Securities between account Holders in Clearstream, Luxembourg, Euroclear and/or any other clearing system as may be applicable and transfers of such W&C Securities between Direct Participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment may apply to such transfers.

For cross-market transfers between accountholders in Clearstream, Luxembourg or Euroclear, DTC and/or any other clearing system as may be applicable, participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream, Luxembourg or Euroclear, on the other, transfers of interests in the relevant Global Securities will be effected through the relevant Agent receiving instructions (and where appropriate certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee.

In the case of cross-market transfers, settlement between Clearstream, Luxembourg, Euroclear and/or any other clearing systems as may be applicable accountholders and Direct Participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, Clearstream, Luxembourg, Euroclear and any other clearing system as may be applicable have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Global Securities among participants and accountholders of DTC, Clearstream, Luxembourg, Euroclear and any other clearing systems as may be applicable. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuers, the Guarantor or any Agent will be responsible for any performance by DTC, Clearstream, Luxembourg, Euroclear or any other clearing system as may be applicable or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the W&C Securities represented by Global Securities or for maintaining, supervising or reviewing any records relating to such beneficial interests.

## **TAXATION**

The statements herein regarding taxation are based on the laws in force in France, the Grand Duchy of Luxembourg, The Netherlands, and the United States, as applicable, as of the date of this Base Prospectus and are subject to any changes in law. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the W&C Securities. Each prospective holder or beneficial owner of W&C Securities should consult its tax adviser as to each of the EU Directive on the Taxation of Savings Income, the Dutch the French, the Luxembourg and the U.S. federal income tax consequences, as applicable, of any investment in or ownership and disposition of the W&C Securities.

## EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME

Under Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**"), Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

For a transitional period, Austria is required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments. The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March 2014, the Council of the European Union adopted a Council Directive (the "**Amending Directive**") amending and broadening the scope of the requirements described above. The Amending Directive requires Member States to apply these new requirements from 1 January 2017 and if they were to take effect the changes would expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities. They would also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported or subject to withholding. This approach will apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

However, the European Commission has proposed the repeal of the Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before these dates). This is to prevent overlap between the Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

## FRENCH TAXATION

*The following is a general discussion of certain French withholding tax consequences in relation to the ownership of the W&C Securities. It is based on the laws and practice in force as of the date of this Base Prospectus and subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. Investors should be aware that the statements below are of a general nature and do not constitute legal or tax advice and should not be understood as such. Prospective investors should consult their professional advisers so as to determine, in the light of their individual situation, the tax consequences of the subscription, purchase, holding, redemption or disposal of the W&C Securities.*

### **Implementation of the Savings Directive in France**

The Directive 2003/48/EC on the taxation of savings income has been implemented into French law under Article 242 *ter* of the French *Code général des impôts*, which imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

### **Withholding tax on W&C Securities issued by BNPP**

*Please note that the treatment regarding withholding tax on payments in relation to the W&C Securities will depend on the nature and characterisation of the relevant W&C Securities.*

### **W&C Securities constituting debt instruments for French tax purposes**

*The following may be relevant to holders of W&C Securities issued by BNPP who do not concurrently hold shares of BNPP.*

W&C Securities which are not consolidated (*assimilables* for the purpose of French law) with W&C Securities issued before 1 March 2010

Payments of interest and other revenues with respect to W&C Securities issued by BNPP which constitute debt instruments for French tax purposes (other than W&C Securities which are consolidated (*assimilables* for the purpose of French law) and form a single series with W&C Securities issued before 1 March 2010 with the benefit of Article 131 *quater* of the French *Code général des impôts*) will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a "**Non-Cooperative State**"). If such payments under the W&C Securities are made in a Non-Cooperative State, a 75 per cent. withholding tax will be applicable (subject to certain exceptions described below and the more favourable provisions of an applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*.

Furthermore, according to Article 238 A of the French *Code général des impôts*, interest and other revenues with respect to such W&C Securities will not be deductible from BNPP's taxable income if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State (the "**Deductibility Exclusion**"). Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Articles 109 *et seq.* of the French *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* of the French *Code général des impôts*, at a rate of 30 per cent. or 75 per cent. (subject to the more favourable provisions of an applicable double tax treaty).

Notwithstanding the foregoing, neither the 75 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts* nor the Deductibility Exclusion will apply in respect of a particular issue of W&C Securities if BNPP can prove that the principal purpose and effect of such issue of W&C Securities was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the **Exception**). Pursuant to the *Bulletin Officiel des Finances Publiques-Impôts* BOI-INT-DG-20-50-20140211 n°550 and 990, BOI-RPPM-RCM-30-10-20-40-20140211 n°70 and 80, BOI-IR-DOMIC-10-20-20-60-20150320 n°10 and BOI-ANNX-000364-20120912 n°20, an issue of W&C Securities will benefit from the Exception without BNPP having to provide any proof of the purpose and effect of such issue of W&C Securities, if such W&C Securities are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a State other than a Non-cooperative State. For this purpose, an "equivalent offer" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (iii) admitted, at the time of their issue, to the clearing operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

W&C Securities which are consolidated (*assimilables* for the purpose of French law) with W&C Securities issued before 1 March 2010.

Payments of interest and other revenues with respect to W&C Securities issued by BNPP which constitute debt instruments for French tax purposes and which are consolidated (*assimilables* for the purpose of French law) and form a single series with W&C Securities issued before 1 March 2010 with the benefit of Article 131 *quater* of the French *Code général des impôts* will be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

W&C Securities issued before 1 March 2010, whether denominated in Euro or in any other currency, constituting *obligations* under French law, or *titres de créances négociables* within the meaning of the *Bulletin Officiel des Finances Publiques-Impôts* BOI-RPPM-RCM-30-10-30-30-20140211, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French *Code général des impôts*, in accordance with the above mentioned *Bulletin Officiel des Finances Publiques-Impôts*.

In addition, interest and other revenues paid by BNPP on W&C Securities which constitute debt instruments for French tax purposes, which are issued from 1 March 2010 and which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with W&C Securities issued before 1 March 2010 will not be subject to the Deductibility Exclusion, and hence will not be subject to the withholding tax set out in Article 119 *bis* of the French *Code général des impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

### ***W&C Securities held by individuals who are fiscally domiciled in France***

Where the paying agent (*établissement payeur*) is established in France, pursuant to Article 125 A of the French *Code général des impôts*, subject to certain limited exceptions, interest and other revenues received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 24 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5 per cent. on such interest and other revenues paid to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

### ***W&C Securities issued by BNPP not constituting debt instruments for French tax purposes***

Payments with respect to W&C Securities issued by BNPP which do not constitute debt instruments for French tax purposes should not be subject to, or should be exempt from, withholding tax provided that the beneficial owner of such W&C Securities and the payments thereunder is resident or domiciled in a country which has entered into an appropriate double tax treaty with France, fulfils the relevant requirements provided in such treaty and payments under the relevant W&C Securities are not paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-cooperative State.

In addition, payments in respect of such W&C Securities may, in certain circumstances, be non-deductible (in whole or in part) for French tax purposes if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, and subject to the more favourable provisions of an applicable double tax treaty, such non-deductible payments may be recharacterised as constructive dividends pursuant to Articles 109 *et seq.* of the French *Code général des impôts* subject to the withholding tax set out under Article 119 *bis* of the French *Code général des impôts* at a rate of up to 75 per cent.

Potential purchasers of W&C Securities who are resident or domiciled in a country which has not entered into an appropriate double tax treaty with France or who are domiciled or established in a Non-Cooperative State are advised to consult their own appropriate independent and professionally qualified tax advisors as to the tax consequences of any investment in, ownership of, or transactions involving the W&C Securities.

## LUXEMBOURG TAXATION

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the W&C Securities should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

### **Withholding tax**

#### **(i) Non-resident holders of W&C Securities**

Under Luxembourg tax laws currently in force there is no withholding tax on payments of principal, premium or interest made to non-resident holders of W&C Securities, nor on accrued but unpaid interest in respect of the W&C Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the W&C Securities held by non-resident holders of W&C Securities.

#### **(ii) Resident holders of W&C Securities**

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**"), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of W&C Securities, nor on accrued but unpaid interest in respect of W&C Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of W&C Securities held by Luxembourg resident holders of W&C Securities.

Under the Relibi Law payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is resident of Luxembourg or to a residual entity (within the meaning of the laws of 21 June 2005 implementing the Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (the "**Territories**"), as amended) established in an EU Member State (other than Luxembourg) or one of the Territories and securing such payments for the benefit of such individual beneficial owner will be subject to a withholding tax of 10 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the W&C Securities coming within the scope of the Law will be subject to a withholding tax at a rate of 10 per cent.



## NETHERLANDS TAXATION

### General

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

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

This summary does not address the Netherlands tax consequences for:

- (i) investment institutions (*fiscale beleggingsinstellingen*);
- (ii) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are not subject to or exempt from Netherlands corporate income tax;
- (iii) holders of W&C Securities holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and holders of W&C Securities of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5 per cent. or more of the total issued capital of the Issuer or of 5 per cent. or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in the Issuer;
- (iv) persons to whom the W&C Securities and the income from the W&C Securities are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Netherlands Gift and Inheritance Tax Act 1956 (*Successiewet 1956*);
- (v) entities which are a resident of Aruba, Curacao or Sint Maarten that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba, to which permanent establishment or permanent representative the W&C Securities are attributable;
- (vi) individuals to whom W&C Securities or the income there from are attributable to employment activities which are taxed as employment income in the Netherlands; and
- (vii) holders of W&C Securities for whom the benefits from the W&C Securities qualify for the participation exemption within the meaning of article 13 of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*) or would qualify for the participation exemption had the corporate holders of W&C Securities been resident in the Netherlands.

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

This summary does not describe the consequences of the exchange or the conversion of the W&C Securities.

### **Withholding Tax**

All payments made by the Issuers under the W&C Securities may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, provided that the W&C Securities do not in fact function as equity of the Issuer within the meaning of article 10, paragraph 1, under d of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

### **Corporate and Individual Income Tax**

#### **(a) Residents of the Netherlands**

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

If an individual is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands individual income tax purposes, income derived from the W&C Securities and gains realised upon the redemption, settlement or disposal of the W&C Securities are taxable at the progressive rates (at up to a maximum rate of 52 per cent.) under the Netherlands Income Tax Act 2001, if:

- (i) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the W&C Securities are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the W&C Securities are attributable; or
- (ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the W&C Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies, an individual that holds the W&C Securities, must determine taxable income with regard to the W&C Securities on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. This deemed return on income from savings and investments is fixed at a rate of 4 per cent. of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a certain threshold (*heffingvrij vermogen*). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The fair market value of the W&C Securities will be included as an asset in the individual's yield basis. The 4 per cent. deemed return on income from savings and investments is taxed at a rate of 30 per cent.

(b) Non-residents of the Netherlands

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

- (i) the person is not an individual and such person (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the W&C Securities are attributable, or (2) is (other than by way of securities) entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the W&C Securities are attributable.
- (ii) This income is subject to Netherlands corporate income tax at up to a maximum rate of 25 per cent.
- (iii) the person is an individual and such individual (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the W&C Securities are attributable, or (2) realises income or gains with respect to the W&C Securities that qualify as income from miscellaneous activities in the Netherlands which includes activities with respect to the W&C Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*), or (3) is, other than by way of securities, entitled to a share in the profits of an enterprise which is effectively managed in the Netherlands and to which enterprise the W&C Securities are attributable.

Income derived from the W&C Securities as specified under (1) and (2) is subject to individual income tax progressive rates at up to a maximum rate of 52 per cent. Income derived from a share in the profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on income from savings and investments (as described above under "Residents of the Netherlands"). The fair market value of the share in the profits of the enterprise (which includes the W&C Securities) will be part of the individual's Netherlands yield basis.

### **Gift and Inheritance Tax**

(a) Residents of the Netherlands

Generally, gift tax (*schenkbelasting*) or inheritance tax (*erfbelasting*) will be due in the Netherlands in respect of the acquisition of the W&C Securities by way of a gift by, or on behalf of, or on the death of, a holder of W&C Securities that is a resident or deemed to be a resident of the Netherlands for the purposes of Netherlands Gift and Inheritance Tax Act 1956 at the time of the gift or his or her death. A gift made under a condition precedent is for purposes of the Netherlands Gift and Inheritance Tax Act 1956 deemed to be made at the time the condition precedent is fulfilled and is subject to gift tax if the donor is, or is deemed to be, a resident of the Netherlands at that time.

A holder of Netherlands nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956 if he or she has been resident in the Netherlands and dies or makes a gift within ten years after leaving the Netherlands. A holder of any other nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956 if he or she has been resident in the Netherlands and makes a gift within a twelve months

period after leaving the Netherlands. The same twelve-month rule may apply to entities that have transferred their seat of residence out of the Netherlands.

(b) Non-residents of the Netherlands

No gift or inheritance tax will be due in the Netherlands in respect of the acquisition of the W&C Securities by way of a gift by, or as a result of, the death of a holder that is neither a resident nor deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956. However, inheritance tax will be due in the case of a gift of the W&C Securities by, or on behalf of, a holder who at the date of the gift was neither a resident nor deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956, but who dies within 180 days after the date of the gift and at the time of his or her death is a resident or deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956. A gift made under a condition precedent is deemed to be made at the time the condition precedent is fulfilled.

**Value Added Tax**

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

**Other Taxes and Duties**

No registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in the Netherlands by a holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the W&C Securities.

**EU Savings Directive**

For further information in respect of EC Council Directive 2003/48/EC on the taxation of savings income, please refer to the section "EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME" above.

## U.S. FEDERAL INCOME TAXATION

The following summary describes certain U.S. federal income tax considerations that may be relevant to a U.S. holder (as defined below) who purchases a W&C Security. Accordingly, this summary does not purport to be a comprehensive description of all of the tax considerations that may be relevant to any particular investor in a W&C Security. In particular, this summary deals only with holders of a W&C Security who purchase in the initial offering at the applicable issue price and in whose hands the stock, debt or other property underlying the W&C Security would be capital assets for U.S. federal income tax purposes. In addition, this discussion assumes that the W&C Securities that are treated as options for U.S. federal income tax purposes, when issued, are not significantly "in-the-money".

This summary also does not discuss the U.S. federal income tax treatment of a U.S. holder who is a member of a class of holders subject to special rules, such as:

- a dealer in securities or derivative financial instruments;
- a trader in securities or derivative financial instruments that elects to use a mark-to-market method of accounting for securities holdings;
- a bank;
- a life insurance company;
- a tax-exempt organisation;
- an entity that is treated for U.S. federal income tax purposes as a partnership or other pass through entity;
- an investor who purchases a W&C Security with respect to stock in a company that is treated as a passive foreign investment company ("**PFIC**") for U.S. federal income tax purposes;
- an investor who purchases a W&C Security and holds any other position (whether long or short, direct or indirect) in any asset underlying such Warrant or Certificate;
- an investor who purchases a W&C Security that is part of a hedging transaction or that has been hedged against currency risk;
- an investor who purchases a W&C Security that is part of a straddle or conversion transaction for U.S. federal income tax purposes; and
- an investor who is a United States person and whose functional currency for U.S. federal income tax purposes is not the U.S. dollar.

As a consequence of the foregoing, it should be particularly noted that this summary does not address the special tax considerations that apply to an investment in a combination of W&C Securities with respect to the same underlying assets. Further, this summary does not address alternative minimum tax consequences or the consequences to holders of equity interests in a holder of W&C Securities.

Any of the foregoing circumstances might substantially alter the tax consequences described below, and, in some instances, may require specific identification of positions in the relevant W&C Securities before the close of the day on which they are acquired. For example, if the straddle rules were to apply, a U.S. holder of a W&C Security might be required to (i) recognise all or a portion of any gain on such W&C Security that would otherwise be long-term or short-term capital gain, as ordinary income or, if applicable, short-term capital gain,

(ii) defer all, or a portion, of any loss realised upon the sale, exchange, exercise, cancellation or lapse of such W&C Security and (iii) capitalise any interest or carrying charges incurred by such U.S. holder with respect to such W&C Security.

This summary is based on the Code, existing and proposed Treasury regulations promulgated thereunder, published rulings and court decisions, all as in effect on the date hereof, and all of which are subject to change, possibly on a retroactive basis.

This summary does not address the material U.S. federal income tax consequences of every type of W&C Security which may be issued under the Programme. Additional U.S. federal income tax consequences, if any, applicable to a particular W&C Security may be set forth in the applicable Final Terms.

The rules governing the taxation of option transactions and derivative financial instruments are complex and depend on a taxpayer's particular circumstances. U.S. holders are strongly urged to consult their own tax advisors concerning the U.S. federal, state, local, non-U.S. and other national tax consequences of the ownership and disposition of W&C Securities in their particular circumstances. U.S. holders should also consult their tax advisors as to the possibility of changes of law affecting taxation of derivative financial instruments with contingent payments, including prepaid forward contracts.

For purposes of this discussion, a "**U.S. holder**" is a holder of a W&C Security that is (i) an individual who is a citizen or resident of the United States, (ii) a domestic corporation or (iii) otherwise subject to U.S. federal income taxation on a net income basis in respect of the W&C Security.

If a partnership holds the W&C Securities, the United States federal income tax treatment of a partner will generally depend on the status of the partner and the tax treatment of the partnership. A partner in a partnership holding the Securities should consult its tax advisor with regard to the United States federal income tax treatment of an investment in the Securities.

### **Treatment of W&C Securities as Options or Warrants**

The following is a summary of the principal U.S. federal income tax consequences of the ownership of W&C Securities treated as options or warrants for U.S. federal income tax purposes.

#### ***Premium***

Premium paid by a U.S. holder for a W&C Security will generally be treated as a non-deductible capital expenditure, and premium received by a U.S. holder for a W&C Security that it writes will generally not be includible in income upon receipt. As described in the following two sections, the amount of such premium will be taken into account upon the exercise, sale, transfer, cash settlement, or lapse of the W&C Security.

#### ***Sale, Transfer, Cash Settlement, or Lapse of W&C Securities***

A U.S. holder who has purchased a W&C Security will generally recognise capital gain or loss upon the sale, transfer, cash settlement or lapse of the W&C Security in an amount equal to the difference between (i) the amount realised by the U.S. holder from such sale, transfer, settlement, or lapse and (ii) the amount of the premium that the U.S. holder paid for the W&C Security. Such capital gain or loss generally will be long-term capital gain or loss if the W&C Security was held for more than one year. Certain exceptions to such treatment are noted below and, if appropriate, may be addressed in the applicable Final Terms. A U.S. holder who has written a W&C Security will generally recognise short-term capital gain (equal to the premium) upon a lapse of the W&C Security.

### ***Mark-to-Market Rules***

Under Section 1256 of the Code, special mark-to-market and character rules apply in the case of certain "nonequity" options (including in respect of debt). Unless the W&C Securities (other than W&C Securities denominated in a currency other than the U.S. dollar) are listed on a "qualified board or exchange" for purposes of Section 1256, however, these mark-to-market rules will not be applicable to U.S. holders of the W&C Securities. The rules under Section 1256 will not apply to Warrants that are Share Securities in any event.

### **Alternative Treatments of W&C Securities**

Depending on the terms of a Security, such W&C Security could be treated as one or more of the following: (i) a prepaid forward contract (which, depending on the terms, may be subject to embedded options), (ii) a combination of a loan and a prepaid forward contract, (iii) an outright or constructive ownership interest in the property underlying such Security, or (iv) a debt instrument with or without contingent payments. Additional U.S. federal income tax consequences applicable to a particular issuance of W&C Securities may be set forth in the applicable Final Terms.

Special tax rules apply to a U.S. person that invests in a debt instrument that is not in "registered form" (as specially defined for applicable U.S. federal income tax purposes). Accordingly, this summary does not address the U.S. federal income tax consequences of an investment by a U.S. holder in a W&C Security that is (or a component of which is), for U.S. federal income tax purposes, a debt instrument that is not in registered form. U.S. holders should consult their tax advisors with regard to debt instruments that are not in registered form.

No ruling is being requested from the IRS with respect to the W&C Securities, and the treatment of the W&C Securities described below is not binding on the IRS or the courts. As a result, significant aspects of the U.S. federal income tax consequences of an investment in the W&C Securities are uncertain.

### ***Tax Treatment of (Prepaid) Forward Contracts (With or Without a Loan)***

If any W&C Securities are treated as (prepaid) forward contracts (with or without a loan) for U.S. federal income tax purposes, the following description should apply to such W&C Securities.

*Interest Payments.* Payments of interest (if any) will generally be taxable to a U.S. holder as ordinary interest income at the time that such payments are accrued or are received (in accordance with the U.S. holder's method of tax accounting).

*Cash Settlement, Sale, or Other Disposition of the W&C Securities.* If the W&C Securities are treated as (prepaid) forward contracts, upon the receipt of cash upon settlement of a W&C Security or upon the sale or other disposition of such Security, a U.S. holder will recognise taxable gain or loss, equal to the difference between the amount realised (generally, the amount of cash received) and such U.S. holder's tax basis in the W&C Security. In general, a holder's tax basis in a W&C Security will equal the amount that such holder paid to acquire the W&C Security. Subject to the discussion below under "Constructive Ownership", any such gain or loss generally will be long-term capital gain or loss if the W&C Securities were held for more than one year at the time of settlement or at the time of sale or other disposition.

*Constructive Ownership.* Some or all of the net long-term capital gain arising from certain "constructive ownership" transactions may be characterised as ordinary income, in which case an interest charge would be imposed on the deemed underpayment of tax on any such ordinary income treated as deferred under these rules. These rules have no immediate application to forward contracts in respect of most property underlying the W&C Securities, since they are only applicable to the extent that the underlying property directly or indirectly includes shares of issuers treated as PFICs or as certain "pass through" entities. These rules, however, grant discretionary authority to the U.S. Treasury Department (the "**Treasury**") to expand the scope of "constructive

ownership" transactions to include forward contracts in respect of the stock of all corporations, in addition to forward contracts in respect of any debt instrument. The rules separately also direct the Treasury to promulgate regulations excluding a forward contract that does not convey "substantially all" of the economic return on any underlying asset from the scope of "constructive ownership" transactions. It is not possible to predict whether such regulations will be promulgated by the Treasury, or the form or effective date that any regulations that may be promulgated might take.

### ***Interest in the Underlying Property***

Depending on the terms of particular W&C Securities, a U.S. holder could be treated as owning the property underlying those W&C Securities for U.S. federal income tax purposes. In that event, for example, in the case of Index Securities, the U.S. holder would be required to recognise appropriate amounts of capital gain on the disposition of any shares included in the underlying Index each time that the Index is rebalanced. In such a case, such U.S. holder also would be subject to tax on dividends on shares included in the Index in an amount equal to the gross dividends paid by companies whose shares are included in the Index. In addition, any current expenses (including any withholding taxes) in respect of shares included in the Index would be treated as if made directly by the U.S. holder, and the deductibility of such expenses (or creditability of such withholding taxes) could be subject to certain limitations.

### ***Contingent Payment Debt Instruments***

If any W&C Securities are treated as contingent payment debt instruments, the tax consequences to a U.S. holder would be determined under U.S. Treasury regulations governing contingent payment debt instruments (the "**Contingent Payment Regulations**"). The Contingent Payment Regulations are complex, but very generally apply the original issue discount ("**OID**") rules of the Code to a contingent payment debt instrument by requiring that OID be accrued by the U.S. holder every year at a "comparable yield" for the issuer of the instrument, determined at the time of issuance of the obligation. In addition, the Contingent Payment Regulations require that a projected payment schedule, which results in such a "comparable yield", be determined by the issuer. Further, a U.S. holder will be required to make adjustments to income accruals to account for differences between actual payments and projected amounts of such payments. To the extent that the actual payments received by a U.S. holder exceed the projected payments on a contingent debt instrument in any taxable year, the U.S. holder will recognise ordinary interest income for that taxable year in excess of the cash the U.S. holder receives and such excess would increase the U.S. holder's tax basis in the debt instrument. In addition, any gain realised on the sale, exchange or redemption of a contingent payment debt instrument will be treated as ordinary income. Any loss realised on such sale, exchange or redemption will be treated as an ordinary loss to the extent that the U.S. holder's OID inclusions with respect to the obligation exceed prior reversals of such inclusions required by the adjustment mechanism described above. Any loss realised in excess of such amount generally will be treated as a capital loss.

### ***Loan and One or More Options***

If any W&C Securities are treated as a combination of a loan (or deposit) and one or more options, in general, payments of interest (if any) will be taxable to a U.S. holder as ordinary interest income at the time that such payments are accrued or are received (in accordance with the U.S. holder's method of tax accounting), while payments in respect of the options would be taxable in a manner similar to the taxation of corresponding payments under W&C Securities treated as options, as described above under "*Treatment of W&C Securities as Options or Warrants*".



### ***Possible Alternative Tax Treatment***

If a W&C Security is treated as a unit consisting of a loan and a forward contract (or a loan and one or more options), a U.S. holder could be required to accrue a significant amount of OID on a current basis during the period in which it holds the W&C Security.

It is also possible that future regulations or other IRS guidance would require a U.S. holder to accrue income on the W&C Securities on a current basis. The IRS and the Treasury have issued proposed regulations that require the current accrual of income with respect to contingent non-periodic payments made under certain notional principal contracts. The preamble to the regulations states that the "wait and see" method of tax accounting does not properly reflect the economic accrual of income on such contracts, and requires a current accrual of income with respect to some contracts already in existence at the time the proposed regulations were released. While the proposed regulations do not apply to prepaid forward contracts, the preamble to the proposed regulations expresses the view that similar timing issues exist in the case of prepaid forward contracts. If the IRS published future guidance requiring current accrual of income with respect to contingent payments on prepaid forward contracts, it is possible that a U.S. holder could be required to accrue income over the term of the W&C Securities.

### ***Notice 2008-2***

The IRS and the Treasury have issued a notice requesting public comments on a comprehensive set of tax policy issues raised by prepaid forward contracts, including several different approaches under which U.S. holders of prepaid forwards could be required to recognize ordinary income on a current basis, or could be treated as owning directly the assets subject to the prepaid forward. Although it is currently uncertain what future guidance will result from the notice, the notice leaves open the possibility that such guidance could have retroactive application. In addition, prospective investors are encouraged to consult their own tax advisors about the potential impact of several proposed legislative changes in the taxation of derivatives contracts, and the likelihood that any of the foregoing may take effect.

### **Foreign Currency Rules**

Payments of premium, exercise price, sale proceeds, and cash settlement amounts in respect of W&C Securities that are denominated in a currency other than the U.S. dollar will be subject to special U.S. tax rules regarding foreign currency transactions. U.S. holders should consult their own tax advisors concerning the application of these rules in their particular circumstances.

### **Information Reporting and Backup Withholding**

The relevant agent may be required to file information returns with the IRS with respect to payments made to certain U.S. holders of W&C Securities. In addition, certain U.S. holders may be subject to backup withholding tax in respect of such payments if they do not provide their taxpayer identification numbers to the paying agent or otherwise comply with the applicable backup withholding requirements. U.S. holders should consult their tax advisers regarding the application of information reporting and backup withholding in their particular situations, the availability of an exemption therefrom and the procedure for obtaining the exemption, if available. Backup withholding is not an additional tax. Any amounts withheld from a payment to a holder under the backup withholding rules will be allowed as a credit against the U.S. holder's U.S. federal income tax liability and may entitle the holder to a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund with the IRS and furnishing all required information.

Certain U.S. holders that own "specified foreign financial assets" that meet certain U.S. dollar value thresholds will generally be required to file an information report with respect to such assets with their tax returns. "Specified foreign financial assets" include any financial accounts maintained by foreign financial institutions,

as well as any of the following, but only if they are not held in accounts maintained by certain financial institutions: (i) stock or securities issued by non–United States persons, (ii) financial instruments and contracts held for investment that have non–United States issuers or counterparties, and (iii) interests in foreign entities. The W&C Securities may be subject to these rules. U.S. holders are urged to consult their tax advisors regarding the application of these reporting requirements to their ownership of the securities.

## **HIRING INCENTIVES TO RESTORE EMPLOYMENT ACT**

The U.S. Hiring Incentives to Restore Employment Act introduced Section 871(m) of the Code which treats a "dividend equivalent" payment as a dividend from sources within the United States. Under Section 871(m), such payments generally would be subject to a 30 per cent. U.S. withholding tax that may be reduced by an applicable tax treaty, eligible for credit against other U.S. tax liabilities or refunded, provided that the beneficial owner timely claims a credit or refund from the U.S. Internal Revenue Service (the "**IRS**"). A "dividend equivalent" payment is (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, (ii) a payment made pursuant to a "specified notional principal contract" that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, and (iii) any other payment determined by the IRS to be substantially similar to a payment described in (i) and (ii). Proposed U.S. Treasury regulations expand the scope of Section 871(m) withholding, beginning 1 January 2016.

While significant aspects of the application of Section 871(m) to the W&C Securities are uncertain, if an Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

Prospective investors should consult their tax advisers regarding the potential application of Section 871(m) to the W&C Securities.

## FOREIGN ACCOUNT TAX COMPLIANCE ACT

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("**FATCA**") impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a "foreign financial institution", or "**FFI**" (as defined by **FATCA**)) that does not become a "**Participating FFI**" by entering into an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States account" of an Issuer (a "**Recalcitrant Holder**"). The Issuers are classified as FFIs.

The new withholding regime is now in effect for payments from sources within the United States and will apply to "**foreign passthru payments**" (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any W&C Securities characterized as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued after the "**grandfathering date**", which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified on or after the grandfathering date and (ii) any W&C Securities characterized as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If W&C Securities are issued on or before the grandfathering date, and additional W&C Securities of the same series are issued after that date, the additional W&C Securities may not be treated as grandfathered, which may have negative consequences for the existing W&C Securities, including a negative impact on market price.

The United States and a number of other jurisdictions have entered into intergovernmental agreements to facilitate the implementation of FATCA (each, an "**IGA**"). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a "**Reporting FI**" not subject to withholding under FATCA on any payments it receives. Further, an FFI in an IGA jurisdiction would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being "**FATCA Withholding**") from payments it makes (unless it has agreed to do so under the U.S. "qualified intermediary," "withholding foreign partnership," or "withholding foreign trust" regimes). Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States has entered into agreements with France and the Netherlands (together the "**Relevant IGAs**") based largely on the Model 1 IGA.

If the Issuers are treated as Reporting FIs pursuant to the Relevant IGAs, they do not anticipate that they will be obliged to deduct any FATCA Withholding on payments they make. There can be no assurance, however, that the Issuers will be treated as Reporting FIs, or that they would not in the future be required to deduct FATCA Withholding from payments they make. The Issuers and financial institutions through which payments on the W&C Securities are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such W&C Securities is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

While the W&C Securities are in global form and held within the ICSDs, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the W&C Securities by an Issuer, any paying agent and the common depository or common safekeeper, given that each of the entities in the payment chain between the Issuer and the participants in the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the W&C Securities. The documentation expressly contemplates the possibility that the W&C Securities may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then

a non-FATCA compliant holder could be subject to FATCA Withholding. However, definitive W&C Securities will only be printed in remote circumstances.

If an amount in respect of FATCA Withholding were to be deducted or withheld from interest, principal or other payments made in respect of the W&C Securities, neither an Issuer nor any paying agent nor any other person would, pursuant to the conditions of the W&C Securities, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected.

**FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and the Relevant IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to an Issuer and to payments they may receive in connection with the W&C Securities.**

## **OTHER TAXATION**

The payment of the Cash Settlement Amount on the W&C Securities, if any, will be made subject to withholding taxes and other taxes which the law may impose on holders of the W&C Securities.

Individuals and legal entities should consult their usual tax advisors with respect to the tax treatment which applies to them.

In addition, holders of the W&C Securities should comply with the tax laws applicable in the jurisdiction in which they are resident, subject to the application of any applicable tax treaty in force between France or, as the case may be, the Netherlands, and such jurisdiction.

Purchasers of W&C Securities may be required to pay stamp taxes and other charges in accordance with the laws and practices of the jurisdiction of purchase in addition to the issue price of each W&C Security.

TRANSACTIONS INVOLVING SECURITIES MAY HAVE TAX CONSEQUENCES FOR POTENTIAL PURCHASERS WHICH MAY DEPEND, AMONGST OTHER THINGS, UPON THE STATUS OF THE POTENTIAL PURCHASER AND LAWS RELATING TO TRANSFER AND REGISTRATION TAXES. POTENTIAL PURCHASERS WHO ARE IN ANY DOUBT ABOUT THE TAX POSITION OF ANY ASPECT OF TRANSACTIONS INVOLVING SECURITIES SHOULD CONSULT THEIR OWN TAX ADVISERS.

Transactions involving W&C Securities may have tax consequences for potential purchasers which may depend, amongst other things, upon the status of the potential purchaser and may relate to transfer and registration taxes.

Condition 11 (Expenses and Taxation) should be considered carefully by all potential purchasers of any W&C Securities.

All prospective holders should seek independent advice as to their tax positions.

## U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

The U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), imposes certain restrictions on employee benefit plans ("**ERISA Plans**") that are subject to ERISA and on persons who are fiduciaries with respect to these ERISA Plans. In accordance with ERISA's general fiduciary requirements, a fiduciary with respect to an ERISA Plan who is considering the purchase of U.S. Securities on behalf of the ERISA Plan should determine whether the purchase is permitted under the governing ERISA Plan documents and is prudent and appropriate for the ERISA Plan in view of its overall investment policy and the composition and diversification of its portfolio. Other provisions of ERISA and Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), prohibit certain transactions involving the assets of an ERISA Plan (as well as those plans that are not subject to ERISA but which are subject to Section 4975 of the Code, such as individual retirement accounts ("**IRAs**") or Keogh plans (together with any entities whose underlying assets include the assets of any such plans or accounts and with ERISA Plans, "**Plans**")) and persons who have certain specified relationships to the Plan ("parties in interest" within the meaning of ERISA or "disqualified persons" within the meaning of Section 4975 of the Code). A party in interest or disqualified person who engages in a prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and/or the Code. A fiduciary of a Plan (including the owner of an IRA) that engages in a prohibited transaction may also be subject to penalties and liabilities under ERISA and/or the Code.

The Guarantor, directly or through its Affiliates, may be considered a "party in interest" or a "disqualified person" with respect to many Plans. The purchase of U.S. Securities by a Plan with respect to which the Guarantor is a party in interest or a disqualified person may constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code. Certain exemptions from the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code may be applicable, however, depending in part on the type of Plan fiduciary making the decision to acquire such U.S. Securities and the circumstances under which such decision is made. Included among these exemptions are Prohibited Transaction Class Exemption ("**PTCE**") 84-14 (an exemption for certain transactions determined by an independent qualified professional asset manager), PTCE 91-38 (an exemption for certain transactions involving bank collective investment funds), PTCE 90-1 (an exemption for certain transactions involving insurance company pooled separate accounts) and PTCE 95-60 (an exemption for certain transactions involving insurance company general accounts), PTCE 96-23 (an exemption for certain transactions determined by an in-house asset manager). In addition, the exemption under Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code may be available, provided (i) none of BNPP or the U.S. Dealers or affiliates or employees thereof is a Plan fiduciary that has or exercises any discretionary authority or control with respect to the Plan's assets used to purchase the U.S. Securities or renders investment advice with respect to those assets and (ii) the Plan is paying no more than adequate consideration for the U.S. Securities. There can be no assurance that any of these exemptions or any other exemption will be available with respect to any particular transaction involving the U.S. Securities. Any Plan fiduciary (including the owner of an IRA) considering the purchase of U.S. Securities should consider carefully the possibility of prohibited transactions and the availability of exemptions. U.S. governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA) and non-U.S. plans (as described in Section 4(b)(4) of ERISA) while not subject to the fiduciary responsibility provisions of ERISA or the provisions of Section 4975 of the Code, may nevertheless be subject to local, state, federal or non-U.S. laws that are substantially similar to the foregoing provisions of ERISA and the Code. ANY PENSION OR OTHER EMPLOYEE BENEFIT PLAN, INCLUDING ANY SUCH GOVERNMENTAL, CHURCH OR NON-U.S. PLAN AND ANY INDIVIDUAL RETIREMENT ACCOUNT, PROPOSING TO ACQUIRE ANY U.S. SECURITIES SHOULD CONSULT WITH ITS COUNSEL.

By its purchase of any U.S. Security, the purchaser or transferee thereof (and the person, if any, directing the acquisition of the U.S. Securities by the purchaser or transferee) will be deemed to represent, on each day from

the date on which the purchaser or transferee acquires the U.S. Securities through and including the date on which the purchaser or transferee disposes of its interest in such U.S. Securities, either that (a) such purchaser or transferee is not, and is not acting on behalf of, a Plan, an entity whose underlying assets include the assets of any Plan by reason of Department of Labor Regulation Section 2510.3-101 (as modified by Section 3(42) of ERISA) or otherwise, or a governmental, church or non-U.S. plan which is subject to any non-U.S., federal, state or local law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code or (b) its acquisition, holding and disposition of such U.S. Securities (including, if applicable, the receipt of any Guarantee or Entitlement) will not result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or in the case of a governmental, church or non-U.S. plan, any substantially similar non-U.S., federal, state or local law) unless an exemption is available with respect to such transactions and all the conditions of such exemption have been satisfied.

Nothing herein shall be construed as a representation that any investment in U.S. Securities would meet any or all of the relevant legal requirements with respect to investments by, or is appropriate for, Plans generally or any particular Plan. U.S. Securities sold by the Issuers may be subject to additional restrictions.

The above discussion may be modified or supplemented with respect to a particular offering of U.S. Securities, including the addition of further ERISA restrictions on purchase and transfer. Holders should consult the applicable Final Terms for such additional information.



## **NOTICE TO PURCHASERS AND HOLDERS OF U.S. SECURITIES AND TRANSFER RESTRICTIONS**

As a result of the following restrictions, purchasers of U.S. Securities are advised to consult legal counsel prior to making any purchase, offer, sale, resale, exercise, redemption or other transfer of such U.S. Securities.

Each purchaser of U.S. Securities will, by its purchase of such U.S. Securities, be deemed to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 144A, Regulation S or the Conditions are used herein as defined therein):

- (i) that either: (a) in the case of the issue or transfer of a U.S. Security to or for a person who takes delivery in the form of U.S. Securities represented by a Rule 144A Global Security, it is a QIB and QP, purchasing (or holding) such U.S. Security for its own account or for the account of one or more QIBs who are QPs and that it is subject to such additional restrictions as may be contained in any required Investor Representation Letter or applicable supplement to the Base Prospectus and it is aware, and each beneficial owner of such U.S. Securities has been advised, that any sale or transfer to it is being made in reliance on Rule 144A and it has delivered an Investor Representation Letter or (b) in the case of the issue or transfer of a U.S. Security to or for a person who takes delivery in the form of U.S. Securities represented by a Regulation S Global Security, it is outside the United States and is not (I) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"); or (II) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (III) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**"); or (IV) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**"), and it is aware, and each beneficial owner of such U.S. Securities has been advised, that any sale or transfer to it is being made in reliance on Regulation S and pursuant to CFTC regulations and guidance;
- (ii) that the Settlement Amount in respect of any U.S. Security may be less than its issue price;
- (iii) that no U.S. Securities or Guarantees have been or will be registered under the Securities Act or any applicable U.S. state securities laws, and no U.S. Securities may be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;
- (iv) if in the future it decides to resell, pledge or otherwise transfer the U.S. Securities or any beneficial interests in the U.S. Securities, it will do so only (a) to a person whom the seller reasonably believes is a QP and a QIB, purchasing (or holding) such U.S. Security for its own account or for the account of one or more QIBs who are QPs in a transaction meeting the requirements of Rule 144A and subject to such additional restrictions on transfer as may be contained in a required Investor Representation Letter or in any applicable U.S. wrapper to the Base Prospectus (b) outside the United States to a non-U.S. person in compliance with Regulation S and CFTC regulations and guidance, (c) otherwise pursuant to an exemption from registration under the Securities Act (if available) or (d) pursuant to an effective registration statement under the Securities Act, in each case, in accordance with all applicable U.S. state securities laws and as provided in the applicable Final Terms;
- (v) it will, and will require each subsequent Holder to, notify any purchaser or other transferee of U.S. Securities from it of the transfer restrictions referred to in paragraph (iv) above, if then applicable;
- (vi) that U.S. Securities initially offered in the United States to QIBs who are QPs will be represented by a Rule 144A Global Security and that the U.S. Securities offered outside the United States in reliance on

Regulation S and pursuant to CFTC regulations and guidance will be represented by a Regulation S Global Security;

- (vii) on each day from the date on which it acquires U.S. Securities through and including the date on which it disposes of its interests in such U.S. Securities, either that (a) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA subject to Title I of ERISA, a "plan" as defined in Section 4975(e)(1) of the Code subject to Section 4975 of the Code (including without limitation, an individual retirement account), an entity whose underlying assets include the assets of any such employee benefit plan or plan by reason of Department of Labor Regulation section 2510.3-10 (as modified by Section 3(42) of ERISA) or otherwise, or a governmental, church or non-U.S. plan which is subject to any non-U.S., federal, state or local law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code or (b) its purchase, holding and disposition of such U.S. Securities (including, if applicable, the receipt of any Guarantee) will not result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or, in the case of a governmental, church or non-U.S. plan, violation of any substantially similar non-U.S., federal, state or local law) unless an exemption is available with respect to such transactions and all the conditions of such exemption have been satisfied;
- (viii) that Rule 144A Global Securities will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"NEITHER THE SECURITIES NOR THE GUARANTEE OF THESE SECURITIES ISSUED BY BNP PARIBAS (THE "GUARANTOR") REPRESENTED BY THIS RULE 144A GLOBAL SECURITY HAVE BEEN REGISTERED OR WILL BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. NEITHER THE ISSUER OF THIS RULE 144A GLOBAL SECURITY (THE "ISSUER") NOR THE GUARANTOR HAS REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "1940 ACT"). THE PURCHASER OR TRANSFEREE OF ANY SECURITY REPRESENTED BY THIS RULE 144A GLOBAL SECURITY ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THE SECURITIES SET FORTH BELOW AND AGREES THAT IT SHALL TRANSFER ANY SECURITY ONLY AS PROVIDED IN THE AGENCY AGREEMENT REFERRED TO HEREIN OR IN THE FINAL TERMS ATTACHED HERETO.

THE EXERCISE OR REDEMPTION OF THESE SECURITIES MAY BE RESTRICTED AS SET FORTH IN THE FINAL TERMS.

EACH HOLDER OF A BENEFICIAL INTEREST IN THE SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH HOLDER OF SUCH ACCOUNT IS (A) A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A AND ACQUIRED SUCH INTEREST IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A AND (B) (w) A QUALIFIED PURCHASER WITHIN THE MEANING OF SECTION 3(c) (7) OF THE 1940 ACT (x) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (UNLESS EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (y) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS IF THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED ON OR BEFORE APRIL 30, 1996 AND (z) IS NOT A

PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE 1940 ACT EXEMPTION OR EXCLUSION.

ANY RESALE OR OTHER TRANSFER OF AN INTEREST IN THE SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY SHALL REQUIRE THE TRANSFEROR TO SUBMIT TO THE RELEVANT SECURITY AGENT A CERTIFICATE OF TRANSFER, IN THE FORM SET FORTH IN SCHEDULE 8 OF THE AGENCY AGREEMENT REFERRED TO HEREIN OR AS OTHERWISE PROVIDED BY THE ISSUER, TOGETHER WITH A DULY EXECUTED INVESTOR REPRESENTATION LETTER FROM THE RELEVANT TRANSFEREE, IN THE FORM SET FORTH IN SCHEDULE 9 OF THE AGENCY AGREEMENT REFERRED TO HEREIN OR AS OTHERWISE PROVIDED BY THE ISSUER. IF AT ANY TIME THE NEW YORK AGENT SUBSEQUENTLY DETERMINES OR IS SUBSEQUENTLY NOTIFIED BY THE ISSUER THAT THE HOLDER OF ANY INTEREST IN THE SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY WAS IN BREACH, AT THE TIME GIVEN, OF ANY REPRESENTATION OR AGREEMENT GIVEN BY SUCH HOLDER, THE PURPORTED TRANSFER SHALL BE ABSOLUTELY NULL AND VOID *AB INITIO* AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "DISQUALIFIED TRANSFEREE") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE ACQUISITION OF U.S. SECURITIES BY, OR ON BEHALF OF, OR WITH THE ASSETS OF ANY "EMPLOYEE BENEFIT PLAN" SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR ANY "PLAN" SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR ANY ENTITY PART OR ALL OF THE ASSETS OF WHICH CONSTITUTE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN BY REASON OF DEPARTMENT OF LABOR REGULATION SECTION 2510.3-101 (AS MODIFIED BY SECTION 3(42) OF ERISA) OR OTHERWISE, OR ANY GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO NON-U.S., FEDERAL, STATE OR LOCAL LAW SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE IS PROHIBITED UNLESS THE PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF U.S. SECURITIES (INCLUDING, IF APPLICABLE, THE RECEIPT OF ANY GUARANTEE) WOULD NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR UNDER SECTION 4975 OF THE CODE (OR IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, VIOLATION OF ANY SUBSTANTIALLY SIMILAR NON-U.S., FEDERAL, STATE OR LOCAL LAW).

IF REQUESTED BY THE ISSUER OR BY A SECURITY AGENT, THE PURCHASER OR TRANSFEREE AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY IS PERMISSIBLE UNDER THE SECURITIES ACT. THE SECURITIES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THE SECURITIES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. BY THE

ACCEPTANCE OF A SECURITY REPRESENTED BY THIS RULE 144A GLOBAL SECURITY, THE PURCHASER OR TRANSFEREE THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT. ";

- (ix) that Regulation S Global Securities will bear a legend to the following effect unless otherwise agreed to by the Issuer:

NEITHER THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY NOR THE GUARANTEE OF THESE SECURITIES ISSUED BY BNP PARIBAS (THE "GUARANTOR") HAVE BEEN REGISTERED OR WILL BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. NEITHER THE ISSUER OF THIS REGULATION S GLOBAL SECURITY (THE "ISSUER") NOR THE GUARANTOR HAS REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "1940 ACT"). THE PURCHASER OR TRANSFEREE OF ANY SECURITY REPRESENTED BY THIS REGULATION S GLOBAL SECURITY ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THE SECURITIES SET FORTH BELOW AND AGREES THAT IT SHALL TRANSFER ANY SECURITY ONLY AS PROVIDED IN THE AGENCY AGREEMENT REFERRED TO HEREIN OR IN THE FINAL TERMS ATTACHED HERETO.

THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY MAY NOT BE HELD OR EXERCISED BY OR ON BEHALF OF ANY PERSONS THAT ARE (I) A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S"); OR (II) A PERSON OTHER THAN A "NON-UNITED STATES PERSON" AS DEFINED IN RULE 4.7 UNDER THE UNITED STATES COMMODITY EXCHANGE ACT, AS AMENDED (THE "COMMODITY EXCHANGE ACT"); OR (III) A "U.S.PERSON" AS DEFINED IN THE INTERPRETIVE GUIDANCE AND POLICY STATEMENT REGARDING COMPLIANCE WITH CERTAIN SWAP REGULATIONS PROMULGATED BY THE COMMODITY FUTURES TRADING COMMISSION (THE "CFTC"); OR (IV) ANY OTHER "U.S. PERSON" AS SUCH TERM MAY BE DEFINED IN REGULATION S OR IN REGULATIONS OR GUIDANCE ADOPTED UNDER THE COMMODITY EXCHANGE ACT (EACH SUCH PERSON, A "U.S. PERSON") UNLESS REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

EACH HOLDER OF A BENEFICIAL INTEREST IN THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH HOLDER OF SUCH ACCOUNT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S) AND THAT IT AND EACH SUCH HOLDER HAS ACQUIRED SUCH INTEREST IN A TRANSACTION MEETING THE REQUIREMENTS OF REGULATION S AND WILL NOT ENGAGE IN HEDGING TRANSACTIONS WITH REGARD TO THE SECURITIES UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. ANY RESALE OR OTHER TRANSFER OF AN INTEREST IN THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY SHALL REQUIRE THE TRANSFEROR TO SUBMIT TO THE PRINCIPAL AGENT A TRANSFER CERTIFICATE, IN THE APPROPRIATE FORM SET FORTH IN SCHEDULE 8 OF THE AGENCY AGREEMENT REFERRED TO HEREIN, TOGETHER WITH A DULY EXECUTED INVESTOR REPRESENTATION LETTER FROM THE RELEVANT TRANSFEREE,

IN THE FORM SET FORTH IN SCHEDULE 9 OF THE AGENCY AGREEMENT REFERRED TO HEREIN (OR IN THE FORM ATTACHED TO THE FINAL TERMS). IF AT ANY TIME THE PRINCIPAL AGENT SUBSEQUENTLY DETERMINES OR IS SUBSEQUENTLY NOTIFIED BY THE ISSUER THAT THE HOLDER OF ANY INTEREST IN THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY WAS IN BREACH, AT THE TIME GIVEN, OF ANY REPRESENTATION OR AGREEMENT GIVEN BY SUCH HOLDER, THE PURPORTED TRANSFER SHALL BE ABSOLUTELY NULL AND VOID *AB INITIO* AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "DISQUALIFIED TRANSFEREE") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE ACQUISITION OF U.S. SECURITIES BY, OR ON BEHALF OF, OR WITH THE ASSETS OF ANY "EMPLOYEE BENEFIT PLAN" SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR ANY "PLAN" SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR ANY ENTITY PART OR ALL OF THE ASSETS OF WHICH CONSTITUTE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN BY REASON OF DEPARTMENT OF LABOR REGULATION SECTION 2510.3-101 (AS MODIFIED BY SECTION 3(42) OF ERISA) OR OTHERWISE, OR ANY GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO NON-U.S., FEDERAL, STATE OR LOCAL LAW SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE IS PROHIBITED.

IF REQUESTED BY THE ISSUER OR BY AN AGENT, THE PURCHASER OR TRANSFEREE AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY IS PERMISSIBLE UNDER THE SECURITIES ACT.

THE SECURITIES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THE SECURITIES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. THE PURCHASER OR TRANSFEREE OF SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.";

- (x) that the Issuer, the Guarantor and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer and the Guarantor; and if it is acquiring any U.S. Securities as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.
- (xi) QIBs who are QPs who purchase U.S. Securities are required to execute and deliver to the Issuer an Investor Representation Letter and to comply with such other restrictions on transfer and other requirements as may be set forth in the Investor Representation Letter or in any applicable U.S. wrapper to the Base Prospectus.

## OFFERING AND SALE

No action has been or will be taken by BNPP B.V., BNPP or the Managers that would permit a public offering of any W&C Securities or possession or distribution of any offering material in relation to any W&C Securities in any jurisdiction where action for that purpose is required. No offers, sales, re-sales or deliveries of any W&C Securities, or distribution of any offering material relating to any W&C Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on BNPP B.V., BNPP and/or the Managers.

### United States

Neither the W&C Securities or the Guarantee has been, or will be, registered under the Securities Act or any state securities laws, and trading in the W&C Securities has not been approved by the Commodity Futures Trading Commission (the "CFTC") under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"). Neither Issuer has registered as an investment company pursuant to the Investment Company Act. Unless otherwise specified in the applicable Final Terms, the W&C Securities are being offered and sold in reliance on Regulation S under the Securities Act. No W&C 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, 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 W&C Securities of such series may not be legally or beneficially owned at any time by any U.S. person, and accordingly are being offered and sold outside the United States only to non-U.S. persons in reliance on Regulation S and pursuant to CFTC regulations and guidance.

As used herein, a "**U.S. person**" is (i) a "U.S. person" as defined in Regulation S under the United States Securities Act, as amended (the "**Securities Act**") ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the Commodity Exchange Act; or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the CFTC; or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act.

If specified in the applicable Final Terms, certain issues of W&C Securities may be offered and sold in the United States. Such U.S. Securities may only be offered and sold to persons reasonably believed to be a QIB and a QP in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A. In such case, such U.S. Securities may concurrently be offered and sold to non-U.S. persons in offshore transactions in reliance on Regulation S. For further information on certain restrictions on resale, transfer, exercise and redemption, see "Notice to Purchasers and Holders of U.S. Securities and Transfer Restrictions". Offers and sales of U.S. Securities in the United States will be made only through broker-dealers who are registered as such under the Exchange Act.

U.S. Securities are being offered from time to time within the United States by the Issuers through BNP Paribas Securities Corp., a broker-dealer Affiliate of the Issuers (the "**Initial Dealer**"), or one or more other broker-dealers appointed by an Issuer from time to time (collectively with the Initial Dealer, the "**U.S. Dealers**"). The U.S. Securities may be sold to each U.S. Dealer at a discount, as principal, for resale to investors or other purchasers at varying prices related to prevailing market prices at the time of resale, to be determined by such U.S. Dealer or, if so agreed, at a fixed offering price. Each Issuer will have the sole right to accept offers to purchase U.S. Securities and may reject any proposed purchase of U.S. Securities in whole or in part. Each U.S. Dealer will have the right, in its discretion reasonably exercised, to reject any proposed purchase of U.S. Securities through it in whole or in part.

Each Issuer has reserved the right to sell U.S. Securities through one or more other dealers in addition to the U.S. Dealers and directly to investors on its own behalf in those jurisdictions where it is authorised to do so. No commission will be payable by any Issuer to any of the relevant U.S. Dealers on account of sales of U.S. Securities made through such other dealers or directly by any Issuer.

In addition, the U.S. Dealers may offer the U.S. Securities they have purchased as principal to other dealers. The U.S. Dealers may sell U.S. Securities to any dealer at a discount and, unless otherwise specified in the applicable Final Terms, such discount allowed to any dealer will not be in excess of the discount to be received by such U.S. Dealer from any Issuer. Unless otherwise indicated in the applicable Final Terms, any U.S. Securities sold to a U.S. Dealer as principal will be purchased by such U.S. Dealer at a price equal to 100 per cent. of the principal amount thereof less a percentage equal to the commission applicable to any agency sale of U.S. Securities of identical maturity, and may be resold by the U.S. Dealer to investors and other purchasers as described above. After the initial offering of U.S. Securities to be resold to investors and other purchasers, the offering price (in the case of U.S. Securities to be resold at a fixed offering price), the concession and discount may be changed.

Each of BNPP B.V. and BNPP has agreed to indemnify each relevant U.S. Dealer against, or to make contributions relating to, certain civil liabilities, including liabilities under the Securities Act.

The Initial Dealer has advised the Issuers that the Initial Dealer may make a market in the U.S. Securities; however, neither BNPP B.V. nor BNPP can provide any assurance that a secondary market for the U.S. Securities will develop. After a distribution of a series of U.S. Securities is completed, because of certain regulatory restrictions arising from its affiliation with the Issuers, the Initial Dealer may not be able to make a market in such series of U.S. Securities or, except on a limited, unsolicited basis, effect any transactions for the account of any customer in such series of U.S. Securities. Other broker-dealers unaffiliated with the Issuers will not be subject to such prohibitions.

This Base Prospectus and any Final Terms may be used by Affiliates of the Issuers in connection with offers and sales related to secondary market transactions in the U.S. Securities. Such Affiliates may act as principal or agent in such transactions. Such sales will be made at prices related to prevailing prices at the time of a sale.

BNP Paribas Securities Corp., the Initial Dealer for the U.S. Securities offered hereby, is an Affiliate of each Issuer and a subsidiary of BNPP.

Each U.S. Dealer may be deemed to be an "underwriter" within the meaning of the Securities Act, and any discounts and commissions received by it and any profit realised by it on resale of the U.S. Securities may be deemed to be underwriting discounts and commissions.

Each purchaser of U.S. Securities offered hereby in making its purchase will be deemed to have represented and agreed with the applicable Issuer as set forth under "Notice to Purchasers and Holders of U.S. Securities and Transfer Restrictions" herein.

In connection with sales of U.S. Securities outside the United States, each relevant U.S. Dealer will be required to agree that, except as described in the preceding paragraph, it has not offered, sold or delivered, and will not offer, sell or deliver, any W&C Securities within the United States or to, or for the account or benefit of, U.S. persons (a) as part of its distribution at any time and (b) otherwise until 40 days after the later of the commencement of an offering and the closing date, and it will have sent to each dealer or distributor to which it sells such U.S. Securities during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of such U.S. Securities within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until the expiration of the 40-day Distribution Compliance Period with respect to an offering of U.S. Securities pursuant to the registration exemption contained in Regulation S under the Securities Act, an offer or sale of such U.S. Securities within the United States by any dealer that is not participating in such offering may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or another available exemption under the Securities Act.

Terms used above that are defined in Rule 144A or Regulation S have the meanings given to them therein, as applicable.

W&C Securities in bearer form that are debt for U.S. federal income tax purposes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to United States persons, except in certain circumstances permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and the Treasury regulations promulgated thereunder.

The Final Terms in respect of any U.S. Securities will set forth additional information relating to the offer, sale or distribution of U.S. Securities.

### **European Economic Area**

Please note that in relation to EEA States, additional selling restrictions may apply in respect of any specific EEA State, including those set out below in relation to France, The Netherlands and the United Kingdom.

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") offers of W&C Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State may not be made except, with effect from and including the Relevant Implementation Date, offers of such W&C Securities to the public in that Relevant Member State may be made:

- (a) if the final terms in relation to the W&C Securities specify that an offer of those W&C Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to those W&C Securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the Issuer or any Manager for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of W&C Securities referred to in (b) to (d) above shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.



For the purposes of this provision, the expression an "**offer of W&C Securities to the public**" in relation to any W&C Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the W&C Securities to be offered so as to enable an investor to decide to purchase or subscribe the W&C Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "**Prospectus Directive**" means Directive 2003/71/EC as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

## **France**

In the period beginning on the date of the approval by the *Autorité des marchés financiers* (the "**AMF**") of this Base Prospectus for the purposes of the Prospectus Directive, and ending at the latest on the date which is 12 months after the date of such approval, the Issuer and any Manager of an issue of W&C Securities may make an offer of W&C Securities:

- (a) to the public in France, as defined in Article L.411-1 of the French *Code monétaire et financier* and in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the provisions of the *Règlement général* of the AMF; and/or
- (b) in circumstances that do not constitute an offer to the public in France, pursuant to Article L.411-2 of the French *Code monétaire et financier* and Article 211-2 of the *Règlement général* of the AMF.

Pursuant to Article L.411-2 of the French *Code monétaire et financier* and Article 211-2 of the *Règlement général* of the AMF, (in each case as may be amended from time to time), the circumstances in which an offer of W&C Securities shall not constitute an offer to the public in France include, but are not limited to, an offer of W&C Securities:

- (i) addressed solely to qualified investors (*investisseurs qualifiés*), acting for their own account; and/or
- (ii) addressed solely to a limited number of investors (*cercle restreint d'investisseurs*) acting for their own account; and/or
- (iii) addressed solely to providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*); and/or
- (iv) addressed to investors who acquire W&C Securities for a total consideration of at least euro 100,000 (or its equivalent in another currency) per investor, for each separate offer; and/or
- (v) whose notional amount, nominal amount or equivalent amounts to at least euro 100,000 (or its equivalent in another currency); and/or
- (vi) with a total consideration of less than euro 100,000 (or its equivalent in another currency), which limit shall be calculated over a period of 12 months.

## **Netherlands**

The W&C Securities may in the Netherlands only be offered to Qualified Investors (as defined in the Prospectus Directive) unless such offer is made in accordance with the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

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

## **United Kingdom**

W&C Securities issued by BNPP B.V. which have a maturity of less than one year will not be offered or sold other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the W&C Securities would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "FSMA") by BNPP B.V.

An invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) may only be communicated or caused to be communicated and will only communicate or cause to be communicated in connection with the issue or sale of any W&C Securities in circumstances in which Section 21(1) of the FSMA does not or, in the case of BNPP, would not, if it was not an authorised person, apply to the relevant Issuer or the Guarantor.

All applicable provisions of the FSMA must be complied with respect to anything done by it in relation to any W&C Securities in, from or otherwise involving the United Kingdom.

## **Japan**

No W&C Securities of any series have been or will be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "FIEA") and W&C Securities may not be offered or sold directly or indirectly in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act of Japan (Act No. 228 of 1949, as amended) or to others for re offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

## **India - Additional provisions for use with Indian underliers**

Each holder of W&C Securities and each beneficial owner of W&C Securities represents and warrants, as a condition to purchasing or owning such W&C Securities, that:

- (a) it is not:

- (i) a "person resident in India" (as such term is defined in the Income Tax Act, 1961 ("Income Tax Act"), as may be amended or supplemented from time to time);
- (ii) a "Non-Resident Indian" (as such term is defined in the Income Tax Act, as may be amended or supplemented from time to time);
- (iii) Category II- unregulated broad based funds that are not appropriately regulated but whose investment manager is appropriately regulated (as such term is defined under Regulation (5)(b)(iii) of FPI Regulations), other than a "Grandfathered Client", which refers to an entity which was registered as a client eligible to subscribe for and hold Offshore Derivative Instruments ("ODIs") by the Issuer or its associates/affiliates or any other intermediary under the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995, including any entity which was registered but did not have positions, as on January 07, 2014; or
- (iv) Category III foreign portfolio investors (as such term defined under Regulation (5)(c) of the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014 (the "FPI Regulations"), other than a "Grandfathered Client" (each a "Restricted Entity").

Provided that it shall notify the Issuer immediately, as soon as it is registered as a Restricted Entity under clause (iii) and (iv) above, either consequent to filing of an application with a Designated Depository Participant (as defined under the FPI Regulations) or as a result of a re-categorization and shall take all steps as may be required by the Issuer, including, if required, to ensure that the ODI transaction is terminated immediately and in the manner required by the Issuer.

Provided further that the holder subscribing to the W&C Securities would not result in Restricted Entities under (iii) and (iv) above indirectly subscribing to or dealing in ODIs.

Provided further that, in case the holder is a Grandfathered Client then it:

- (i) undertakes and agrees to provide the Issuer with such information and documentary evidence (including, but not limited to documentary confirmation that the holder had subscribed to ODIs issued by other intermediaries, under the erstwhile Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995) ("**FII Regulations**") as may be requested by the Issuer to demonstrate that the holder is a Grandfathered Client;
  - (ii) confirms that there has been no change, and undertakes to inform the Issuer immediately of any change in the future, in the factors which led to it being eligible to subscribe for and hold ODIs in accordance with the FII Regulations, including but not limited to its status as a broad based fund or the regulated status of its investment manager or adviser; and
  - (iii) undertakes that in the case a holder changes investment managers/advisers/sub-managers/sub-advisers (each, an "**Manager/Adviser Transfer**"), such holder shall issue a written notice to the Issuer in such form as the Issuer may determine thirty (30) Hong Kong business days prior to the Manager/Adviser Transfer.
- (b) each holder is not a person/entity whose controller is a Restricted Entity.

For the purposes of this representation, a "controller" means any person/entity or group of persons (acting pursuant to any agreement or understanding (whether formal or informal, written or otherwise)) that, in respect of a person/entity, who:

- (i) is/are entitled to exercise, or control the exercise of, a majority or more of the voting power of such person/entity, or
- (ii) holds or is otherwise entitled to a majority or more of the economic interest in such person/entity, or
- (iii) who in fact exercises control over such person/entity.

For the purposes of this representation, "control" includes the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner. However, a director or officer will not be considered to be in control, merely by virtue of holding such position.

Notwithstanding the foregoing definition, in the case only where a person's/entity's investments are being managed on a discretionary basis by an investment manager, such investment manager shall not be deemed to be such person's/entity's controller for the purposes of this representation by reason only of it being able to control the decision-making in relation to the person's/entity's financial, investment and/or operating policies.

- (c) it is an Eligible Entity, i.e. a "person regulated by an appropriate foreign regulatory authority" (as such term and/or requirements relating thereto are defined or otherwise interpreted by any Indian governmental or regulatory authority (each an "**Authority**") for the purposes of Regulation 22 of the FPI Regulations (as may be amended or supplemented from time to time)) or a person otherwise specifically identified by the Securities and Exchange Board of India as permitted to invest in offshore derivative instruments.
- (d) the purchase or ownership of these W&C Securities or any interest in these W&C Securities has not been entered into with the intent of circumventing or otherwise avoiding any requirements applicable under any laws applicable in India (including, without limitation, the FPI Regulations and/or any other subsidiary regulations or circulars issued pursuant thereto (including, without limitation, any restrictions applying to foreign portfolio investors in relation to their issuances and/or other dealings in offshore derivative instruments (as such term is defined in the FPI Regulations) with, Restricted Entities and persons/entities who are not Eligible Entities) or laws governing dealing in the securities market, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992, Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Markets) Regulations, 2003 and Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, each as amended from time to time, together with any modifications thereto or re-enactments thereof).
- (e) the holder:
  - (i) is a resident of a country whose securities market regulator is a signatory to International Organization of Securities Commission's Multilateral Memorandum of Understanding (Appendix A Signatories) or a signatory to bilateral Memorandum of Understanding with the Securities and Exchange Board of India ("**SEBI**") (as defined under the FPI Regulations);
  - (ii) being a bank, is a resident of a country whose central bank is a member of Bank for International Settlements;
  - (iii) is not resident in a country identified in the public statement of Financial Action Task Force as (i) a jurisdiction having a strategic Anti-Money Laundering or Combating the Financing of

Terrorism deficiencies to which counter measures apply; or (ii) a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies;

- (iv) is legally permitted to invest in securities outside the country of its incorporation or establishment or place of business;
  - (v) is authorized by its Memorandum of Association and Articles of Association or equivalent documents or the agreement to transact in ODIs;
  - (vi) is a fit and proper person based on the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008;
  - (vii) has sufficient experience, good track record, is professionally competent, financially sound and has a generally good reputation of fairness and integrity; and
  - (viii) has not been restricted or constrained (including, without limitation, by any authority, regulator or court), from investing in its home country or overseas, or, convicted for any money laundering related offence;
  - (ix) does not have an opaque structure (as such term is defined in the FPI Regulations). As per the FPI Regulations, a holder satisfying the following criteria shall not be considered as having an opaque structure: (i) any ring fencing of assets and liabilities from other funds or sub-funds is required by its regulator or under any other applicable law; (ii) it is regulated in its home jurisdiction; (iii) each fund or sub fund, which will be making investments in India, satisfies the broad based fund criteria (as such term is defined in the FPI Regulations); and (iv) it undertakes to provide information regarding its beneficial owners as and when the Issuer or SEBI seeks this information, as the case may be.
  - (x) in case it is a multi class share vehicle by constitution and has more than one class of shares or an equivalent structure, either (i) maintains a common portfolio for all classes of shares and satisfies the broad based fund criteria (as such term is defined in the FPI Regulations), or (ii) maintains a segregated portfolio for separate classes of shares and ensures that the class of shares which will be making investments in India, satisfies the broad based fund criteria (as such term is defined in the FPI Regulations).
- (f) it shall ensure that investment (including, synthetically through ODIs) by each holder, whether directly in its own name as a foreign portfolio investor or as an ODI subscriber, or by entities in the “investor group” (as such term is defined in Paragraph 4.0 of the SEBI Circular dated January 8, 2014 on Operational Guidelines for Designated Depository Participants) to which the holder belongs, in equity shares of each Indian company is below ten percent of the total issued capital of the company and the holder shall provide information in this regard to the Issuer, as and when and in such form and manner as may be required;
- (g) the purchase or ownership of these W&C Securities or any interest in these W&C Securities does not violate any applicable laws (including, without limitation, any legislations, rules, regulations, notifications, circulars or guidelines), or, any orders or directives, which may be issued from time to time, including in relation to the eligibility and permissibility of each holder to transact in ODIs;
- (h) these W&C Securities or any interest in these W&C Securities have been purchased (and held) as a principal for the holder’s own account and not as an agent, nominee, trustee or representative of any

other person/entity and that the holder has not entered into any agreement or arrangement for the issuance of a back-to-back ODI against such W&C Securities;

Each holder of W&C Securities and each beneficial owner of W&C Securities agrees and undertakes that:

- (A) it will not, directly or indirectly, sell, transfer, assign, novate or otherwise dispose of these W&C Securities or any interest in these W&C Securities to or for the benefit or account of any Restricted Entity;
- (B) it will not, directly or indirectly, sell, transfer, assign, novate or otherwise dispose of these W&C Securities or any interest in these W&C Securities to or for the benefit or account of any person/entity who is not an Eligible Entity;
- (C) it consents to the provision by the Issuer to any Authority of any information in its possession regarding it and the W&C Securities or its interest in the W&C Securities as the Issuer reasonably deems necessary or appropriate in order to comply with the regulations or requests of such Authority from time to time; and
- (D) it will, at its option, either:
  - (I) provide to the Issuer such additional information as the Issuer reasonably deems necessary or appropriate in order to comply with regulations or requests of any Authority from time to time (the "**Additional Information**"); or
  - (II) subject to such Authority accepting such direct provision, provide such Additional Information directly to such Authority and confirm to the Issuer that it has done so.
- (E) it agrees that in the event of any non-compliance with, or breach, violation or contravention by the holder of any of the terms set out herein, the Issuer may notify any Authority of any such breach, violation or contravention and exercise any rights and take any measures available to prevent, avoid, mitigate, remedy or cure such non-compliance, breach, violation or contravention.
- (F) it agrees that the Issuer may, to the extent required to comply with applicable laws, regulations, notifications, circulars, rules, guidelines, clarifications, directions, orders and/or decrees issued by a governmental or regulatory authority, unilaterally modify the restrictions set out herein after purchase of the W&C Securities and notify the holder of the same;
- (G) it undertakes to promptly notify the Issue should any of the warranties, agreements, undertakings and representations set out herein, are breached, change or no longer hold true;

This document has not been and will not be registered as a prospectus either with the Registrar of Companies or with any other regulatory authority in India, and the holder will not circulate or distribute this document or any other offering document or material relating to the W&C Securities to any person in India.

### **People's Republic of China**

The W&C Securities may not be offered, sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly, in the People's Republic of China (the "**PRC**") (excluding Hong Kong, Macau and Taiwan) in contravention of any applicable laws or (if the W&C

Securities are linked to A-Shares (as defined below)) to any Domestic Investor as defined in the Administrative Rules of Securities Accounts of China Securities Depository and Clearing Corporation Limited.

"**A-Share**" means shares of the companies incorporated in the PRC that are listed on either the Shanghai Stock Exchange or the Shenzhen Stock Exchange and quoted in Renminbi.

The term "**Domestic Investor**" is defined in the Administrative Rules of Securities Accounts of China Securities Depository and Clearing Corporation Limited and includes the following:

- (a) PRC citizens resident in the PRC (excluding Hong Kong, Macau and Taiwan);
- (b) PRC citizens resident outside the PRC who are not permanent residents of another country or permanent residents of Hong Kong, Macau or Taiwan; and
- (c) Legal persons registered in the PRC (excluding Hong Kong, Macau and Taiwan).

"**Legal persons registered in the PRC**" excludes foreign entities incorporated or organised in other jurisdictions even though they may have an office (i.e. a branch) in the PRC.

"**PRC citizens**" used in the rules do not include persons who are permanent residents of Hong Kong, Macau or Taiwan.

"**Renminbi**" means the lawful currency of the PRC.

#### **Korea**

The W&C Securities have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under the Financial Investment Services and Capital Markets Act (the "**FSCMA**"). The W&C Securities may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law (the "**FETL**") and the decrees and regulations thereunder. The W&C Securities may not be resold to Korean residents unless the purchaser of the W&C Securities complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the FETL and its subordinate decrees and regulations) in connection with the purchase of the W&C Securities.

#### **Taiwan**

The W&C Securities may not be sold offered or issued to Taiwan resident investors or in Taiwan unless they are made available, (i) outside Taiwan for purchase by such investors outside Taiwan so long as no solicitation or other activities take place (A) in Taiwan or (B) otherwise in violation of any applicable Taiwan law or regulation and/or (ii) in Taiwan through bank trust departments, licensed securities brokers and/or insurance company investment linked insurance policies pursuant to the Taiwan Rules Governing Offshore Structured Products under which rules the W&C Securities have been registered in Taiwan.

#### **Hong Kong**

No person:

- (a) has offered or sold or will offer or sell in Hong Kong, by means of any document, any W&C Securities (except for W&C Securities which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) other than (i) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies

Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and

- (b) has issued or had in its possession for the purposes of issue, or will issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the W&C Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to W&C Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

### **Thailand**

This Base Prospectus has not been approved by or filed with the Securities and Exchange Commission or any other regulatory authority of the Kingdom of Thailand. Accordingly, the W&C Securities may not be offered or sold, or this Base Prospectus or any other documents relating to the offer of the W&C Securities be distributed, directly or indirectly, to any person in Thailand except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the Thai government and regulatory authorities in effect at the relevant time.

### **Singapore**

This Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"). The W&C Securities may not be offered or sold, nor may the W&C Securities be the subject of an invitation for subscription or purchase, nor may this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the W&C Securities be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to an offer referred to in Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the W&C Securities are acquired by persons who are relevant persons specified in Section 276 of the SFA, namely:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

the shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the W&C Securities pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor (under Section 274 of the SFA) or to a relevant person as defined in Section 275(2) of the SFA, or any person pursuant to an offer referred to in Section 275(1A) of the SFA (in the case of that corporation) or arising from an offer referred to in Section 276(4)(i)(B) of the SFA (in the case of that trust);



- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law; or
- (iv) as specified in Section 276(7) of the SFA.

## **Australia**

This document and the offer of W&C Securities is only made available in Australia to persons to whom a disclosure document such as a prospectus or product disclosure statement is not required to be given under either Chapter 6D or Chapter 7.9 of the Corporations Act 2001 (Cth). This document is not a prospectus, product disclosure statement or any other form of formal "disclosure document" for the purposes of Australian Law, and is not required to, and does not, contain all the information which would be required in a product disclosure statement or prospectus under Australian law.

This document is only provided on the condition that the information in and accompanying this document is strictly for the use of prospective investors and their advisers only. Neither this document nor any extract or conclusion from this document may be provided to any other person in Australia without the written consent of the Issuer, which it may withhold in its absolute discretion. This document has not been and will not be lodged or registered with the Australian Securities and Investments Commission. or the ASX Limited or any other regulatory body or agency in Australia. The persons referred to in this document may not hold Australian Financial Services licences. No cooling off regime applies to an acquisition of the W&C Securities. Under no circumstances is this document to be used by a retail client for the purpose of making a decision about a financial product.

This document contains general advice only and does not take into account the investment objectives, financial situation or needs of any particular person. Accordingly, before making an investment decision in relation to this document, you should assess whether the acquisition of the W&C Securities is appropriate in light of your own financial circumstances or seek professional advice.

An investor may not transfer or offer to transfer W&C Securities to any person located in, or a resident of Australia, unless the person is a person to whom a disclosure document such as a prospectus or product disclosure statement is not required to be given under either Chapter 6D or Chapter 7.9 of the Corporations Act 2001 (Cth). There may be restrictions on the offer for re-sale of any W&C Securities in Australia for a period of 12 months after their issue. Because of these restrictions, investors are advised to consult legal counsel prior to making any offer for re-sale of W&C Securities in Australia.

## GENERAL INFORMATION

### 1. Authorisation

The establishment of the Programme was approved by resolutions of the Management Board of BNPP B.V. dated 8 May 2003. The update of the Programme, the issue of W&C Securities under the Programme were approved by resolutions of the Board of Directors of BNPP B.V. dated 4 June 2015. No authorisation procedures are required of BNPP by French law for the update of the Programme or the giving of the Guarantee.

### 2. Approval and Listing on the Regulated Market of Euronext Paris

This Base Prospectus has received visa no 15-328 on 1 July 2015 from the AMF.

Application has also been made to (i) Euronext Paris for W&C Securities issued under the Programme to be admitted to trading on Euronext Paris and to admit the W&C Securities for trading described herein on the regulated market (the "**Regulated Market**") of Euronext Paris and to be listed on Euronext Paris and (ii) application may be made to list W&C Securities on other stock exchanges as set out in the applicable Final Terms and, if relevant, the applicable Final Terms will include information on the relevant Market segment of the stock exchange on which the securities are to be listed.

### 3. Notification

Each Issuer may request the AMF to provide the competent authority of any EEA State with a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with Article 212-2 of its *Règlement Général*.

### 4. Documents Available

From the date hereof and so long as W&C Securities are capable of being issued under the Programme, copies of the following documents will, when published, be available for inspection at the specified office for the time being in Luxembourg of BNP Paribas Securities Services, Luxembourg Branch and at the specified office for the time being in Paris of BNP Paribas Arbitrage S.N.C.:

- (i) copies of the Statuts of BNPP;
- (ii) copies of the constitutional documents of BNPP B.V. and BNPP;
- (iii) the audited annual consolidated financial statements of BNPP for the years ended 31 December 2013 and 31 December 2014;
- (iv) the audited annual non-consolidated financial statements of BNPP B.V. for the years ended 31 December 2013 and 31 December 2014 (BNPP B.V. does not produce consolidated annual reports);
- (v) the most recently published audited annual consolidated financial statements and unaudited semi-annual consolidated financial statements and quarterly results of BNPP;
- (vi) the most recently published unaudited semi-annual interim non-consolidated financial statements of the BNPP B.V. (BNPP B.V. does not produce consolidated annual reports);
- (vii) a copy of the Guarantee;

- (viii) the Agency Agreement (which contains the forms of the Global Securities);
- (ix) this Base Prospectus;
- (x) the BNPP 2013 Registration Document;
- (xi) the BNPP 2014 Registration Document; and
- (xii) the First Update to the BNPP 2014 Registration Document;

In the case of (ii), (v) and (x) to (xii) above, the documents are also available via BNPP's website: [www.invest.bnpparibas.com](http://www.invest.bnpparibas.com). In addition, copies of this Base Prospectus and any documents incorporated by reference in this Base Prospectus are available via BNPP's website: (<https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx>).

## **5. Material Adverse Change**

There has been no material adverse change in the prospects of BNPP B.V. since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).

There has been no material adverse change in the prospects of the BNPP or the BNPP Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).

## **6. Legal and Arbitration Proceedings**

There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which BNPP B.V. is aware) during a period covering 12 months prior to the date of this Base Prospectus which may have, or have had in the recent past significant effects on BNPP's financial position or profitability.

Save as disclosed on pages 167, 168, 219 and 220 of the BNPP 2014 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 twelve (12) months prior to the date of this Base Prospectus which may have, or have had in the recent past, significant effects on BNPP's and/or the BNPP Group's financial position or profitability.

## **7. Significant Change**

There has been no significant change in the financial or trading position of BNPP or the BNPP Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).

There has been no significant change in the financial or trading position of BNPP B.V. since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).

## **8. Material Contracts**

Neither BNPP B.V. nor BNPP has entered into contracts outside the ordinary course of its business which could result in the Issuer being under an obligation or entitlement that is material to such Issuer's ability to meet its obligation to holders of W&C Securities in respect of the W&C Securities being issued.

## **9. Third Party Information**

Information contained in this Base Prospectus which is sourced from a third party has been accurately reproduced and, as far as the relevant Issuer is aware and is able to ascertain from information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The relevant Issuer has also identified the source(s) of such information.

## **10. Board of Directors**

The members of the Board of Directors of the Guarantor are displayed on pages 30 to 45 of the BNPP 2014 Registration Document relating to BNPP which is incorporated by reference herein.

The “Description of BNPP B.V.” above includes details of the management board of BNPP B.V.

## **11. Conflicts of Interests**

To the knowledge of BNPP, the duties owed by the members of the Board of Directors of BNPP do not give rise to any potential conflicts of interests with such members' private interests or other duties.

The Management Board of BNPP B.V. does not have potential conflicts of interests, material to the issue of Securities, between any duties to BNPP B.V. and its interests or other duties.

## **12. Auditors**

### *BNPP*

The statutory auditors (*Commissaires aux comptes*) of BNPP 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 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.

Deloitte & Associés is represented by Damien Leurent.

### *Deputy:*

BEAS, 195, avenue Charles de Gaulle, Neuilly-sur-Seine (92), France, SIREN No. 315 172 445, Nanterre trade and companies register.

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 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.

PricewaterhouseCoopers Audit is represented by Etienne Boris.

### *Deputy:*

Anik Chaumartin, 63, Rue de Villiers, Neuilly-sur-Seine (92), France.

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 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.

Mazars is represented by Hervé Hélias.

*Deputy:*

Michel Barbet-Massin, 61 Rue Henri-Regnault, Courbevoie (92), France.

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*).

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 address of Mazars Paardekooper Hoffman Accountants N.V. is Delflandlaan 1, 1062 EA Amsterdam

*BNPP B.V.*

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

### **13. Clearing Systems**

W&C Securities represented by a Global Security have been accepted for clearance through Clearstream, Luxembourg and Euroclear. The appropriate CUSIP, common code, ISIN and other relevant code for each issue of W&C Securities represented by a Global Security allocated by DTC, Clearstream, Luxembourg and Euroclear will be specified in the applicable Final Terms.

If the W&C Securities of any series are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Clearstream, Luxembourg is 42 avenue JF Kennedy, L-1855 Luxembourg.

The address of Euroclear Bank is 1 Boulevard du Roi Albert II B-1210 Brussels.

### **14. Post-issuance information**

Save as set out in the applicable Final Terms, the relevant Issuer will not provide post-issuance information in relation to any underlying in relation to any issue of W&C Securities.

### **15. Dependence of the Guarantor upon other members of the BNPP Group**

Subject to the following paragraph, the Guarantor is not dependent upon other members of the BNPP Group.

In April 2004, the Guarantor began outsourcing IT Infrastructure Management Services to the BNP Paribas Partners for Innovation (BP<sup>2</sup>I) joint venture set up with IBM France at the end of 2003. BP<sup>2</sup>I provides IT Infrastructure Management Services for the Guarantor and several of the Guarantor subsidiaries in France (including BNP Paribas Personal Finance, BP<sup>2</sup>S, and BNP Paribas Cardif), Switzerland, and Italy. In mid-December 2011 the Guarantor renewed its agreement with IBM France

for a period lasting until end-2017. At the end of 2012, the parties entered into an agreement to gradually extend this arrangement to BNP Paribas Fortis as from 2013.

BP<sup>2</sup>I is under the operational control of IBM France. The Guarantor has a strong influence over this entity, which is 50/50 owned with IBM France. The Guarantor staff made available to BP<sup>2</sup>I make up half of that entity's permanent staff, its buildings and processing centres are the property of the BNPP Group, and the governance in place provides the Guarantor with the contractual right to monitor the entity and bring it back into the BNPP Group if necessary.

ISFS, a fully-owned IBM subsidiary, handles IT Infrastructure Management for BNPP Luxembourg.

BancWest's data processing operations are outsourced to Fidelity Information Services. Cofinoga France's data processing is outsourced to SDDC, a fully-owned IBM subsidiary.

#### 16. Capitalization of BNPP and the BNP Paribas Group

Millions of Euros	<b>BNP PARIBAS GROUP</b>	<b>BNP PARIBAS GROUP</b>	<b>BNP PARIBAS GROUP</b>
	31 December 2013	31 December 2014	31 March 2015
Medium-and Long Term Debt of which unexpired term to maturity is more than one year			
Debt securities at fair value through profit or lost	33,567	38,876	40,192
Other debt securities	75,605	74,322	73,726
Subordinated debt	8,939	10,746	11,831
<b>Total Medium and Long-Term Debt</b>	<b>118,111</b>	<b>123,944</b>	<b>125,750</b>
Shareholders' Equity and Equivalents			
Issued Capital	2,490	2,492	2,492
Additional paid-in capital	24,322	24,479	24,220
Preferred shares and equivalent instruments	6,614	6,589	6,599
Retained earnings	50,366	47,895	48,696
Unrealised or deferred gains and losses attributable to shareholders	1,935	6,091	9,342
Undated participating subordinated notes	222	222	222

Undated Subordinated FRNs	1,737	1,849	1,878
<b>Total Shareholders' Equity and Equivalents</b>	87,686	89,617	93,449
Minority Interest	3,490	4,141	4,070
<b>Total Capitalization</b>	209,287	217,702	223,269

## PROGRAMME SUMMARY IN RELATION TO THIS BASE PROSPECTUS (IN FRENCH)

### RÉSUMÉ DU PROGRAMME

Les résumés sont établis sur la base des éléments d'informations (ci-après les "Eléments") présentés dans les sections A à E (A.1 à E.7) ci-dessous. Le présent résumé contient tous les Eléments requis pour ce type de Titres W&C, d'Emetteur et de Garant. Dans la mesure où certains Eléments ne sont pas requis, des écarts dans la numérotation des Eléments présentés peuvent être constatés. Par ailleurs, pour certains des Eléments requis pour ce type de Titres W&C, d'Emetteur et de Garant, il est possible qu'aucune information pertinente ne puisse être fournie au titre de cet Elément. Dans ce cas, une brève description de l'Elément concerné est présentée dans le Résumé et est accompagnée de la mention « Sans objet ».

#### Section A - Introduction et avertissements

Elément	Description de l'Elément	
A.1	Avertissement général selon lequel le résumé doit être lu comme une introduction et disposition relatives aux actions en justice	<ul style="list-style-type: none"><li>• <b>Le présent résumé doit être lu comme une introduction au Prospectus de Base et aux Conditions Définitives applicables. Dans ce résumé, sauf précision contraire et à l'exception de l'utilisation qui en est faite au premier paragraphe de l'Elément D.3, "Prospectus de Base" signifie le Prospectus de Base de BNPP B.V. et BNPP en date du 1<sup>er</sup> juillet 2015 tel que modifié ou complété à tout moment par des suppléments. Au premier paragraphe de l'Elément D.3, "Prospectus de Base" signifie le Prospectus de Base de BNPP B.V. et BNPP en date du 1<sup>er</sup> juillet 2015.</b></li><li>• <b>Toute décision d'investir dans les Titres W&amp;C doit être fondée sur un examen exhaustif du Prospectus de Base dans son ensemble, y compris tous documents incorporés par référence et les Conditions Définitives applicables.</b></li><li>• <b>Lorsqu'une action concernant l'information contenue dans le Prospectus de Base et les Conditions Définitives applicables est intentée devant un tribunal d'un Etat Membre de l'Espace Economique Européen, l'investisseur plaignant peut, selon la législation nationale de l'Etat Membre où l'action est intentée, avoir à supporter les frais de traduction de ce Prospectus de Base et des Conditions Définitives applicables avant le début de la procédure judiciaire.</b></li><li>• <b>Aucune responsabilité civile ne sera recherchée auprès de l'Emetteur ou du Garant (le cas échéant) dans cet Etat Membre sur la seule base du présent résumé, y compris sa traduction, à moins que le contenu du résumé ne soit jugé trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base et des Conditions Définitives applicables, ou, une fois les dispositions de la</b></li></ul>



Elément	Description de l'Elément	
		<p><b>Directive 2010/73/UE transposées dans cet Etat Membre, à moins qu'il ne fournisse pas, lu en combinaison avec les autres parties du Prospectus de Base et des Conditions Définitives applicables, les informations clés (telles que définies à l'Article 2.1(s) de la Directive Prospectus) permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres W&amp;C.</b></p>
A.2	<p>Consentement à l'utilisation du Prospectus de Base, période de validité et autres conditions y afférentes</p>	<p>Certaines émissions de Titres W&amp;C d'un prix d'émission inférieur à 100.000 EUR (ou l'équivalent dans toute autre devise) peuvent être offertes dans des circonstances où il n'existe aucune exemption à l'obligation de publier un prospectus en vertu de la Directive Prospectus. Une telle offre est désignée comme une "<b>Offre Non-exemptée</b>". Sous réserve des conditions mentionnées ci-dessous, l'Emetteur consent à l'utilisation du présent Prospectus de Base pour les besoins de la présentation d'une Offre Non-exemptée de Titres W&amp;C par les Chefs de File, tout intermédiaire désigné comme un Offreur Autorisé dans les Conditions Définitives applicables et tout intermédiaire financier dont le nom est publié sur le site Internet de BNP Paribas (<a href="https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx">https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx</a>) qui est identifié comme un Offreur Autorisé au titre de l'Offre Non-exemptée concernée (chacun étant dénommé : un "<b>Offreur Autorisé</b>").</p> <p><i>Période d'Offre</i> : Le consentement de l'Emetteur visé ci-dessus est donné pour des Offres Non-exemptées de Titres W&amp;C pendant la Période d'Offre spécifiée dans les Conditions Définitives applicables.</p> <p><i>Conditions du consentement</i> : Les conditions du consentement de l'Emetteur (outre les conditions visées ci-dessus) sont telles que ce consentement (a) n'est valable que pendant la Période d'Offre spécifiée dans les Conditions Définitives applicables ; et (b) ne porte que sur l'utilisation de ce Prospectus de Base pour faire des Offres Non-exemptées de la Tranche de Titres W&amp;C concernée dans les Juridictions d'Offre Non-exemptée spécifiées dans les Conditions Définitives applicables.</p> <p><b>UN INVESTISSEUR QUI A L'INTENTION D'ACHETER OU QUI ACHETE DES TITRES W&amp;C DANS UNE OFFRE NON-EXEMPTÉE AUPRÈS D'UN OFFREUR AUTORISÉ LE FERA, ET LES OFFRES ET VENTES DE TELS TITRES À UN INVESTISSEUR PAR CET OFFREUR AUTORISÉ SE FERONT, CONFORMÉMENT AUX TERMES ET CONDITIONS DE L'OFFRE EN PLACE ENTRE CET OFFREUR AUTORISÉ ET L'INVESTISSEUR EN QUESTION, NOTAMMENT LES ARRANGEMENTS CONCERNANT LE PRIX, LES ALLOCATIONS, LES DEPENSES ET LE RÈGLEMENT. LES INFORMATIONS ADEQUATES SERONT ADRESSEES PAR L'OFFREUR AUTORISÉ AU MOMENT DE CETTE OFFRE.</b></p>

## Section B - Emetteurs et Garants

Elément	Description de l'Elément	
<b>B.1</b>	Raison sociale et nom commercial de l'Emetteur	Les Titres W&C peuvent être émis en vertu du Programme par BNP Paribas Arbitrage Issuance B.V. (" <b>BNPP B.V.</b> ") et BNP Paribas (" <b>BNPP</b> " ou la " <b>Banque</b> ") (ensemble, les <b>Emetteurs</b> et chacun, un " <b>Emetteur</b> ").
<b>B.2</b>	Domicile/ forme juridique/ législation/ pays de constitution	BNPP B.V. a été constitué aux Pays-Bas sous la forme d'une société non cotée en bourse à responsabilité limitée de droit néerlandais, et son siège social est situé Herengracht 537, 1017 BV Amsterdam, Pays-Bas ; et  BNPP a été constitué en France sous la forme d'une société anonyme de droit français et agréé en qualité de banque, dont le siège social est situé 16, boulevard des Italiens – 75009 Paris, France.
<b>B.4b</b>	Informations sur les tendances	<p><b>Concernant BNPP :</b></p> <p><b>Conditions Macroéconomiques.</b></p> <p>L'environnement macroéconomique et de marché affecte les résultats de BNPP. Compte tenu de la nature de son activité, BNPP est particulièrement sensible aux conditions macroéconomiques et de marché en Europe, qui ont connu des perturbations au cours des dernières années.</p> <p>En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les prévisions économiques du FMI et de l'OCDE<sup>39</sup> pour l'année 2015 prévoient la poursuite d'une croissance modérée pour les économies développées mais avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés financiers; les risques de moyen terme soulignés incluent quant à eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.</p>

<sup>39</sup> Voir notamment : International Monetary Fund. World Economic Outlook (WEO) Update, January 2015 : Gross Currents ; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014.

Elément	Description de l'Elément	
		<p><b><i>Législation et Réglementations Applicables aux Institutions Financières.</i></b></p> <p>La législation et les réglementations applicables aux institutions financières qui ont un impact sur BNPP connaissent une évolution significative. Les mesures qui ont été proposées et/ou adoptées au cours des dernières années comprennent des exigences plus strictes en matière de capital et de liquidité (notamment pour les grands groupes bancaires tels que le Groupe BNPP), des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales et la séparation au sein de filiales dédiées, voire l'interdiction, de certaines activités considérées comme spéculatives, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduite des affaires plus strictes, la compensation et un <i>reporting</i> obligatoires des opérations sur instruments dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées.</p> <p>Les mesures adoptées récemment ou qui sont (ou dont les mesures d'application sont) encore en projet, qui ont, ou sont susceptibles d'avoir un impact sur BNPP, comprennent notamment : l'ordonnance française du 27 juin 2013 relative aux établissements de crédit et aux sociétés de financement, entrée en vigueur le 1er janvier 2014, la loi française du 26 juillet 2013 de séparation et de régulation des activités bancaires et ses décrets et arrêtés d'application et l'ordonnance du 20 février 2014 portant diverses dispositions d'adaptation de la législation au droit de l'Union Européenne en matière financière, la Directive et le Règlement du Parlement Européen et du Conseil sur les fonds propres réglementaires dits « CRD 4/CRR » du 26 juin 2013 (et leurs actes délégués et actes d'exécution), dont un nombre important de dispositions sont applicables depuis le 1er janvier 2014, les normes techniques de réglementation et d'exécution relatives à la Directive et au Règlement CRD 4/CRR élaborées par l'Autorité Bancaire Européenne, la désignation de BNPP en tant qu'institution financière d'importance systémique par le Conseil de Stabilité Financière et la consultation sur un standard international commun de capacité d'absorption des pertes (« <i>total loss-absorbing capacity</i> », « TLAC ») pour les établissements bancaires d'importance systémique, la consultation sur la réforme structurelle du secteur bancaire de l'Union Européenne de 2013 et la proposition de Règlement du Parlement Européen et du Conseil du 29 janvier 2014 relatif à des mesures structurelles améliorant la résilience des établissements de crédit de l'UE, la proposition de Règlement du Parlement Européen et du Conseil du 18 septembre 2013 sur les indices de référence, le Règlement du Parlement Européen et du Conseil du 16 avril 2014 sur les abus de marché et la Directive du Parlement Européen</p>

Elément	Description de l'Elément	
		<p>et du Conseil du 16 avril 2014 relative aux sanctions pénales applicables aux abus de marché, la Directive et le Règlement du Parlement Européen et du Conseil concernant les marchés d'instruments financiers du 15 mai 2014, le Mécanisme européen de Surveillance Unique piloté par la Banque Centrale Européenne adopté en octobre 2013 (Règlement du Conseil du 15 octobre 2013 confiant à la Banque Centrale Européenne des missions spécifiques ayant trait aux politiques en matière de surveillance prudentielle des établissements de crédit et le Règlement du Parlement Européen et du Conseil du 22 octobre 2013 instituant une Autorité européenne de surveillance en ce qui concerne des missions spécifiques confiées à la Banque Centrale Européenne (et leurs actes délégués et actes d'exécution)) ainsi que l'ordonnance du 6 novembre 2014 portant diverses dispositions d'adaptation de la législation au mécanisme de surveillance unique des établissements de crédit, la Directive du Parlement Européen et du Conseil du 16 avril 2014 relative aux systèmes de garantie des dépôts renforçant la protection des dépôts des citoyens en cas de faillite bancaire (et ses actes délégués et actes d'exécution), la Directive du Parlement Européen et du Conseil du 15 mai 2014 établissant un cadre pour le Redressement et la Résolution des Banques, harmonisant les outils pour traiter d'éventuelles crises bancaires, le Mécanisme de Résolution Unique adopté par le Parlement européen le 15 avril 2014 (Règlement du Parlement Européen et du Conseil du 15 juillet 2014 établissant des règles et une procédure uniformes pour la résolution des établissements de crédit et de certaines entreprises d'investissement dans le cadre d'un mécanisme de résolution unique et d'un fonds de résolution bancaire unique, et ses actes délégués et actes d'exécution) instituant le Conseil de Résolution Unique en tant qu'autorité de mise en œuvre du Mécanisme de Résolution Unique et instituant le Fonds de Résolution Unique, le Règlement délégué sur le système provisoire d'acomptes sur les contributions visant à couvrir les dépenses administratives du Conseil de Résolution Unique au cours de la période provisoire adopté par la Commission européenne le 8 octobre 2014, le Règlement d'exécution du Conseil du 19 décembre 2014 définissant des conditions uniformes d'application des contributions ex ante au Fonds de Résolution Unique, le règlement final de la Réserve Fédérale des États-Unis imposant des règles prudentielles accrues pour les opérations américaines des banques étrangères de taille importante, la « Règle Volcker » sur l'encadrement des investissements ou des sponsorships dans les fonds spéculatifs et les fonds de capital investissement ainsi que des opérations pour comptes propres des banques américaines et étrangères, adoptée par les autorités de régulation américaines en décembre 2013, ainsi que le règlement final concernant le maintien des risques crédit (« <i>credit risk retention</i> ») adopté le 22 octobre 2014. Au-delà de ces mesures, l'investisseur doit être conscient qu'à tout moment les autorités réglementaires, prudentielles ou politiques de tout pays sont susceptibles de prendre de nouvelles décisions impactant les banques ou le système financier dans son</p>

Elément	Description de l'Elément	
		<p>ensemble et dont l'effet sur BNPP peut être significatif.</p> <p><b>Concernant BNPP B.V.:</b></p> <p>BNPP B.V. est dépendante de BNPP. BNPP B.V. est une filiale intégralement détenue par BNPP et qui est particulièrement impliquée dans l'émission de titres tels que des obligations, Warrants ou Certificats ou d'autres obligations qui sont développées, mises en place ou vendues à des investisseurs par d'autres sociétés du Groupe BNPP (y compris BNPP). Les titres sont couverts par l'acquisition d'instruments de couverture auprès de BNPP et d'entités de BNP Paribas tel que décrit dans l'Elément D.2 ci-dessous. Par conséquent, les Informations sur les tendances décrites pour le Garant en B.19/B.4b ci-dessous doivent également s'appliquer à BNPP B.V.</p>
<b>B.5</b>	Description du Groupe	<p>BNPP est un leader européen des services bancaires et financiers et possède quatre marchés domestiques de banque de détail en Europe: la Belgique, la France, l'Italie et le Luxembourg. Il est présent dans 75 pays et compte près de 188.000 collaborateurs, dont plus de 147.000 en Europe. BNPP est la société mère du Groupe BNP Paribas (le "Groupe BNPP").</p> <p>BNPP B.V. est une filiale intégralement détenue par BNPP.</p>
<b>B.9</b>	Prévision ou estimation du bénéfice	<p>Le plan de développement 2014-2016 du Groupe BNPP confirme le choix du modèle de banque universelle. Le plan de développement 2014-2016 vise à accompagner les clients dans un environnement en évolution.</p> <p>Le Groupe BNPP définit cinq grands axes stratégiques pour 2016 :</p> <ul style="list-style-type: none"> <li>• renforcer la proximité avec les clients</li> <li>• simple : simplifier notre organisation et nos modes de fonctionnement</li> <li>• efficient : poursuivre l'amélioration de l'efficacité opérationnelle</li> <li>• adapter certains métiers à leur environnement économique et réglementaire</li> <li>• réussir les initiatives de développement</li> </ul> <p>BNPP poursuit la mise en œuvre de son plan de développement 2014-2016 dans un contexte de taux bas et doit tenir compte de la création de nouvelles taxes et réglementations.</p>
<b>B.10</b>	Réserves contenues dans le rapport d'audit	<p>Sans objet, il n'existe aucune réserve dans le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de Base.</p>

Elément	Description de l'Elément		
<b>B.12</b>	Informations financières historiques clés sélectionnées :		
	<b>En relation avec BNPP B.V. :</b>		
	<b>Données Financières Annuelles Comparées - En EUR</b>		
		<b>31/12/2014</b>	<b>31/12/2013</b>
	Produit Net Bancaire	432.263	397.608
	Résultat Net, part du Groupe	29.043	26.749
	Total du bilan	64.804.833.465	48.963.076.836
	Capitaux Propres (part du Groupe)	445.206	416.163
	<b>En relation avec BNPP :</b>		
	<b>Données Financières Annuelles Comparées - En millions d'EUR</b>		
		<b>31/12/2014 (audités)</b>	<b>31/12/2013* (audités)</b>
	Produit Net Bancaire	39.168	37.286
	Coût du Risque	(3.705)	(3.643)
	Résultat Net, part du Groupe	157	4.818
	<i>* Données retraitées par application des normes IFRS10, IFRS11 et de l'amendement à la norme IAS 32</i>		
		<b>31/12/2014</b>	<b>31/12/2013*</b>
	Ratio Common Equity Tier 1 (Bâle 3 plein, CRD 4)	10,3%	10,3%
		<b>31/12/2014 (audités)</b>	<b>31/12/2013* (audités)</b>
	Total du bilan consolidé	2.077.759	1.810.522
	Total des prêts et créances sur la clientèle	657.403	612.455
	Total des dettes envers la clientèle	641.549	553.497
	Capitaux Propres (part du Groupe)	89.410	87.433
	<i>* Données retraitées par l'application des normes IFRS10, IFRS11 et de l'amendement à la norme IAS 32</i>		
<b>Données Financières Intermédiaires Comparées – En millions d'EUR</b>			
	<b>1Q15</b>	<b>1Q14*</b>	

Elément	Description de l'Elément		
	Produit Net Bancaire	11.065	9.911
	Coût du Risque	(1.044)	(1.084)
	Résultat Net, part du Groupe	1.648	1.403
		<b>31/03/2015</b>	<b>31/12/2014*</b>
	Ratio Common Equity Tier 1 (Bâle 3 pleinement appliqué, CRD 4)	10,3%	10,3%
	Total du bilan consolidé	2.392.177	2.077.758
	Total des prêts et créances sur la clientèle	696.737	657.403
	Total des dettes envers la clientèle	688.645	641.549
	Capitaux Propres (part du Groupe)	93.921	89.458
<i>* Données retraitées par application de l'interprétation IFRIC 21</i>			
	<p><b><i>Déclarations relatives à l'absence de changement significatif ou de changement défavorable significatif</i></b></p> <p>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale du Groupe BNPP depuis le 31 décembre 2014 (date de clôture de la dernière période comptable pour laquelle des états financiers audités ont été publiés). Il ne s'est produit aucun changement défavorable significatif dans les perspectives de BNPP ou du Groupe BNPP depuis le 31 décembre 2014 (date de clôture de la dernière période comptable pour laquelle des états financiers audités ont été publiés).</p> <p>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale de BNPP B.V. depuis le 31 décembre 2014 et il ne s'est produit aucun changement défavorable significatif dans les perspectives de BNPP B.V. depuis le 31 décembre 2014.</p>		
<b>B.13</b>	Evénements impactant la solvabilité de l'Emetteur	Sans objet, à la date du présent Prospectus de Base et à la connaissance de l'Emetteur, il ne s'est produit aucun événement récent qui présente un intérêt significatif pour l'évaluation de la solvabilité de l'Emetteur depuis le 31 décembre 2014.	

Elément	Description de l'Elément	
<b>B.14</b>	Dépendance à l'égard d'autres entités du groupe	<p>Sous réserve du paragraphe suivant, BNPP n'est pas dépendant d'autres membres du Groupe BNPP.</p> <p>En avril 2004 est entrée en fonctionnement la co-entreprise « <i>BNP Paribas Partners for Innovation</i> » (BP<sup>2</sup>I) qui, constituée avec IBM France fin 2003, délivre des services d'infrastructure de production informatique pour BNP Paribas SA et plusieurs de ses filiales françaises (BNP Paribas Personal Finance, BP2S, BNP Paribas Cardiff...) ou européennes (Suisse, Italie). Mi-décembre 2011, le dispositif contractuel avec IBM France a été renouvelé et prorogé jusqu'à fin 2017. Fin 2012, un accord a été conclu en étendant ce dispositif à BNP Paribas Fortis en 2013.</p> <p>BP<sup>2</sup>I est placée sous le contrôle opérationnel d'IBM France ; BNP Paribas exerce une forte influence sur cette entité qu'elle détient à parts égales avec IBM France : les personnels de BNP Paribas mis à disposition de BP<sup>2</sup>I composent la moitié de son effectif permanent, les bâtiments et centres de traitement sont la propriété du Groupe BNPP, la gouvernance mise en œuvre garantit contractuellement à BNP Paribas une surveillance du dispositif et sa réintégration au sein du Groupe BNPP si nécessaire.</p> <p>ISFS, société détenue à 100 % par le groupe IBM, assure également des services d'infrastructure de production informatique pour BNP Paribas Luxembourg.</p> <p>La production informatique de BancWest est assurée par un fournisseur externe : Fidelity Information Services. La production informatique de Cofinoga France est assurée par SDDC, société détenue à 100% par IBM.</p> <p>BNPP B.V. est dépendant de BNPP. BNPP B.V. est une filiale intégralement détenue par BNPP et qui est particulièrement impliquée dans l'émission de titres tels que des obligations, Warrants ou Certificats ou autres obligations qui sont développées, mises en place ou vendues à des investisseurs par d'autres sociétés du Groupe BNPP (y compris BNPP). Les titres sont couverts par l'acquisition d'instruments de couverture auprès de BNPP et d'entités de BNP Paribas tel que décrit dans l'Elément D.2 ci-dessous.</p> <p>Voir également l'Elément B.5 ci-dessus.</p>



Elément	Description de l'Elément	
<b>B.15</b>	Principales activités	<p>BNPP détient des positions clés dans ses deux domaines d'activité:</p> <ul style="list-style-type: none"> <li>• <b><i>Retail Banking and Services</i></b> regroupant : <ul style="list-style-type: none"> <li>• <i>Domestic Markets</i> composé de : <ul style="list-style-type: none"> <li>• Banque de Détail en France (BDDF),</li> <li>• <i>BNL Banca Commerciale</i> (BNL bc), banque de Détail en Italie,</li> <li>• Banque De Détail en Belgique (BDDB),</li> <li>• Autres activités de <i>Domestic Markets</i> y compris la Banque de Détail et des Entreprises au Luxembourg (BDEL);</li> </ul> </li> <li>• <i>International Financial Services</i>, composé de : <ul style="list-style-type: none"> <li>• Europe-Méditerranée,</li> <li>• BancWest,</li> <li>• <i>Personal Finance</i>,</li> <li>• Assurance,</li> <li>• Gestion Institutionnelle et Privée;</li> </ul> </li> </ul> </li> <li>• <b><i>Corporate and Institutional Banking (CIB)</i></b> regroupant : <ul style="list-style-type: none"> <li>• Corporate Banking,</li> <li>• Global Markets,</li> <li>• Securities Services.</li> </ul> </li> </ul> <p>BNPP B.V. a pour activité principale d'émettre et/ou d'acquérir des instruments financiers de toute nature et de conclure des contrats à cet effet pour le compte de différentes entités au sein du Groupe BNPP.</p>
<b>B.16</b>	Actionnaires de contrôle	<ul style="list-style-type: none"> <li>• Aucun des actionnaires existants ne contrôle BNPP, que ce soit directement ou indirectement. Les principaux actionnaires sont la Société Fédérale de Participations et d'Investissement ("<b>SFPI</b>"), société anonyme d'intérêt public agissant pour le compte de l'Etat belge, qui détient 10,3% du capital social au 31 décembre 2014 et le Grand-Duché de Luxembourg, qui détient 1,0% du capital social au 31 décembre 2014. A la connaissance de BNPP, aucun actionnaire autre que SFPI ne détient plus de 5% de son capital ou de ses droits de vote.</li> </ul>

Elément	Description de l'Elément	
		<ul style="list-style-type: none"> <li>BNPP détient 100% du capital social de BNPP B.V.</li> </ul>
<b>B.17</b>	Notations de crédit sollicitées	<p>Les notations à long terme de BNPP B.V. sont : A+ avec une perspective négative (Standard &amp; Poor's Credit Market Services France SAS) et les notations à court terme de BNPP B.V. sont : A-1 (Standard &amp; Poor's Credit Market Services France SAS).</p> <p>Les notations à long terme de BNPP sont : A+ avec une perspective négative (Standard &amp; Poor's Credit Market Services France SAS), A1 avec une perspective stable (Moody's Investors Service Ltd.) et A+ avec une perspective stable (Fitch France S.A.S.) et les notations à court terme de BNPP sont : A-1 (Standard &amp; Poor's Credit Market Services France SAS), P-1 (Moody's Investors Service Ltd.) et F1 (Fitch France S.A.S.).</p> <p>Les Titres W&amp;C émis dans le cadre du Programme pourront ou non faire l'objet d'une notation.</p> <p>Une notation n'est pas une recommandation d'achat, de vente ou de détention des titres concernés et peut être suspendue, réduite ou révoquée à tout moment par l'agence de notation qui l'a attribuée.</p>
<b>B.18</b>	Description de la Garantie	<p>Les Titres W&amp;C émis par BNPP B.V. seront inconditionnellement et irrévocablement garantis par BNPP en vertu d'un acte de garantie de droit anglais signé par BNPP le 9 juin 2015. Les obligations en vertu de la garantie sont des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP et viennent et viendront au même rang entre elles et au moins <i>pari passu</i> rapport à toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi).</p> <p>Dans le cas où BNPP B.V. fait l'objet d'un renflouement interne, mais sans que BNPP n'en fasse l'objet, les obligations et/ou montants dus par BNPP au titre de la garantie, devront être réduits afin de prendre en compte toutes les réductions ou modifications résultant de l'application du renflouement interne de BNPP B.V. par une autorité de régulation compétente.</p> <p>Dans le cas où BNPP fait l'objet d'un renflouement interne, mais sans que BNPP B.V. n'en fasse l'objet, les obligations et/ou montants dus par BNPP, au titre de la garantie, devront être réduits afin de prendre en compte toutes les réductions ou modifications appliquées aux titres émis par BNPP résultant de l'application du renflouement interne de BNPP par toute autorité de régulation compétente.</p>
<b>B.19</b>	Informations concernant le Garant	Voir les Eléments B.1 à B.17 ci-dessus dans le cas de BNPP.

## Section C – Titres W&C

Elément	Description de l'Elément	
C.1	Nature et catégorie des Titres W&C / numéro d'identification (Code ISIN)	<p>Les types de Titres W&amp;C suivants peuvent être émis : des warrants à règlement en numéraire ("<b>Warrants</b>") et des certificats ("<b>Certificats</b>", dénommés, avec les Warrants, les "<b>Titres W&amp;C</b>").</p> <p>Le Code ISIN, le Code Commun et le Code Mnemonic d'une Souche de Titres W&amp;C seront spécifiés dans les Conditions Définitives applicables.</p>
C.2	Devise	Sous réserve de se conformer à toutes les lois, réglementations et directives applicables, les Titres W&C pourront être émis dans toute devise.
C.5	Restrictions à la libre négociabilité	Les Titres W&C seront librement négociables, sous réserve des restrictions d'offre et de vente en vigueur aux Etats-Unis, dans l'Espace Economique Européen, en France, au Luxembourg, aux Pays-Bas, au Royaume-Uni, au Japon, en Inde, en République Populaire de Chine, en République de Corée, à Taiwan, à Hong-Kong, en Thaïlande, à Singapour, en Australie, et conformément à la Directive Prospectus et aux lois de toute juridiction dans laquelle les Titres W&C concernés sont offerts ou vendus.
C.8	Droits s'attachant aux Titres W&C	<p>Les Titres W&amp;C émis dans le cadre du Programme seront soumis à des modalités concernant, entre autres, les questions suivantes :</p> <p><b><i>Rang de Créance des Titres W&amp;C</i></b></p> <p>Les Titres W&amp;C seront émis sur une base non assortie de sûretés et constituent des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur et viennent et viendront au même rang entre eux et <i>pari passu</i> au moins avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur (sous réserve des exceptions prévues par la loi).</p> <p><b><i>Fiscalité</i></b></p> <p>Le Porteur doit s'acquitter de tout impôt, droit et/ou dépenses qui découlent de l'exercice et du règlement ou du remboursement des Titres W&amp;C. L'Emetteur devra déduire des montants payables aux Porteurs, certains impôts et dépenses qui n'ont pas fait l'objet d'une déduction préalable sur les montants payés aux Porteurs, et que l'Agent de Calcul détermine comme étant attribuables aux Titres W&amp;C.</p> <p>Les paiements seront soumis dans tous les cas (i) aux lois et réglementations fiscales ou autres qui leur sont applicables, (ii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu d'un accord de la nature décrite à la Section 1471(b) de l'<i>U.S. Internal Revenue Code</i> de 1986 (le "<b>Code</b>"), ou qui est autrement imposé</p>

Elément	Description de l'Elément	
		<p>en vertu des Sections 1471 à 1474 du Code, de toutes réglementations ou conventions prises pour leur application, de toutes leurs interprétations officielles ou de toute loi prise pour appliquer une approche intergouvernementale de celles-ci, et (iii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu de la Section 871(m) du Code.</p> <p><b>Maintien de l'Emprunt à son Rang</b></p> <p>Les modalités des Titres W&amp;C ne contiendront aucune clause de maintien de l'emprunt à son rang.</p> <p><b>Cas de Défaut</b></p> <p>Les modalités des Titres W&amp;C ne prévoiront pas de cas de défaut.</p> <p><b>Assemblées Générales</b></p> <p>Les modalités des Titres W&amp;C contiendront des dispositions relatives à la convocation d'assemblées générales des titulaires de ces Titres W&amp;C, afin d'examiner des questions affectant leurs intérêts en général. Ces dispositions permettront à des majorités définies de lier tous les titulaires, y compris ceux qui n'auront pas assisté et voté à l'assemblée concernée et ceux qui auront voté d'une manière contraire à celle de la majorité.</p> <p><b>Loi applicable</b></p> <p>Les Titres W&amp;C, le Contrat de Service Financier, la Garantie et tous engagements non-contractuels découlant des Titres W&amp;C, du Contrat de Service Financier et de la Garantie seront régis par le droit anglais, qui gouvernera également leur interprétation.</p>
C.9	Remboursement	<p><b>Remboursement</b></p> <p>Les conditions dans lesquelles les Titres W&amp;C peuvent être remboursés ou exercés (y compris, la date de remboursement ou la date d'exercice et la date de règlement corrélative, ainsi que le montant payable lors du remboursement ou de l'exercice, et toutes dispositions relatives au remboursement anticipé ou à l'annulation) seront déterminées par l'Emetteur à la date d'émission des Titres W&amp;C concernés, spécifiées dans les Conditions Définitives applicables et résumées dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables. Si les Conditions Définitives applicables spécifient qu'une Option de Changement du Paiement ou qu'un Changement Automatique du Paiement est applicable, les montants exigibles au titre du remboursement ou de l'exercice pourront être changés pour passer de l'un à l'autre.</p> <p>Les Titres W&amp;C peuvent être annulés ou remboursés par anticipation si</p>

Elément	Description de l'Elément	
		<p>l'exécution des obligations de l'Emetteur en vertu des Titres W&amp;C est devenue illégale ou s'il est devenu impossible ou impraticable, en raison d'un cas de force majeure ou du Fait du Prince, pour l'Emetteur d'exécuter ses obligations en vertu des Titres W&amp;C et/ou de tous accords de couverture connexes. Si les Conditions Définitives applicables le spécifient, les Certificats peuvent être remboursés par anticipation à l'option de l'Emetteur ou des Titulaires, au Montant de Remboursement Optionnel spécifié dans les Conditions Définitives applicables.</p> <p>Dans le cas de Titres W&amp;C indexés sur un Sous-Jacent de Référence, les Titres W&amp;C peuvent également être annulés ou remboursés par anticipation à la suite de la survenance de certains cas de perturbation ou d'ajustement ou de certains événements exceptionnels ou autres, tels que résumés dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables.</p> <p><b>Représentant des Titulaires de Titres</b></p> <p>Aucun représentant des Titulaires de Titres n'a été nommé par l'Emetteur.</p> <p>Sur les droits s'attachant aux Titres W&amp;C, veuillez également vous référer à l'Elément C.8 ci-dessus.</p>
C.10	Paiement des intérêts liés à un ou plusieurs instrument(s) dérivé(s)	Sans objet. Les Titres W&C ne produisent pas d'intérêts.
C.11	Admission à la Négociation	Les Titres W&C émis dans le cadre du Programme pourront être admis à la négociation sur Euronext Paris, la Bourse de Luxembourg ou tel autre bourse ou marché spécifié dans les Conditions Définitives applicables ou pourront ne pas faire l'objet de cotation.
C.15	Description de l'impact de la valeur du sous-jacent sur la valeur de l'investissement	Le montant payable lors du remboursement ou du règlement des Titres W&C est calculé par référence à un ou plusieurs Sous-Jacent(s) de Référence spécifié(s) dans les Conditions Définitives applicables.
C.16	Echéance des Titres W&C dérivés	La Date d'Exercice ou la Date de Remboursement des Titres W&C sera spécifiée dans les Conditions Définitives applicables.
C.17	Procédure de Règlement	Les Titres W&C seront des titres à règlement en numéraire.
C.18	Produits des Titres W&C dérivés	<p>Sur les droits s'attachant aux Titres W&amp;C, voir l'Elément C.8 ci-dessus.</p> <p><b>Remboursement Final – Certificats</b></p> <p>Si les Titres W&amp;C sont des Certificats, et à moins qu'il n'ait été antérieurement remboursé ou racheté et annulé, chaque Titre W&amp;C</p>

Elément	Description de l'Elément	
		<p>habilite son titulaire à recevoir de l'Emetteur, à la Date de Remboursement, un Montant de Règlement en Numéraire égal à la Formule de Paiement Final spécifiée dans les Conditions Définitives applicables.</p> <p><i>Exercice et Règlement – Warrants</i></p> <p>Si les Titres W&amp;C sont des Warrants, chaque Titre W&amp;C habilite son titulaire, lors de son exercice en bonne et due forme, à recevoir de l'Emetteur, à la Date de Règlement, un Montant de Règlement en Numéraire égal à la Formule de Paiement Final spécifiée dans les Conditions Définitives applicables.</p> <p><i>Formules de Paiement Final</i></p> <p><b>Formule de Paiement Final des Titres Admis à la Négociation</b></p> <p><b>Formule de Paiement Final des Certificats Court</b></p> <p><b>Formule de Paiement Final des Certificats Hors-Performance</b></p> <p><b>Formule de Paiement Final des Certificats Turbo</b></p> <p><b>Formule de Paiement Final des Certificats Court Turbo</b></p> <p><b>Formule de Paiement Final des Titres Admis à la Négociation sur Sous-Jacent Unique</b></p> <p><i>Remboursement Anticipé Automatique - Certificats</i></p> <p>S'il survient un Cas de Remboursement Anticipé Automatique, comme spécifié dans les Conditions Définitives applicables, les Titres W&amp;C seront remboursés par anticipation au Montant de Remboursement Anticipé Automatique à la Date de Remboursement Anticipé Automatique.</p> <p>Dans le cas des Certificats, le Montant de Remboursement Anticipé Automatique sera égal au Montant de Paiement en cas de Remboursement Anticipé Automatique spécifié dans les Conditions Définitives.</p> <p><i>Formule de Paiement en cas de Remboursement Anticipé Automatique</i></p> <p><b>Formule de Paiement en cas de Remboursement Anticipé Automatique des Certificats Court</b></p> <p><b>Formule de Paiement en cas de Remboursement Anticipé Automatique des Certificats Hors-Performance</b></p> <p><b>Formule de Paiement en cas de Remboursement Anticipé Automatique des Certificats Turbo</b></p>

Elément	Description de l'Elément	
		<b>Formule de Paiement en cas de Remboursement Anticipé Automatique des Certificats Turbo Court</b>
<b>C.19</b>	Prix de référence final du Sous-Jacent	Si le montant payable lors du remboursement ou du règlement des Titres W&C est déterminé par référence à un ou plusieurs Sous-Jacent(s) de Référence, le prix de référence final du Sous-Jacent de Référence sera déterminé conformément au mécanisme d'évaluation indiqué dans l'Elément C.9 et l'Elément C.18 ci-dessus, selon le cas.
<b>C.20</b>	Sous-Jacent de Référence	<p>Un ou plusieurs indices, actions, <i>global depositary receipts</i> ("<b>GDR</b>"), <i>American depositary receipts</i> ("<b>ADR</b>"), parts d'un fonds coté en bourse, titres cotés en bourse, matières premières/marchandises cotées en bourse ou autres produits cotés en bourse (chacun, un "<b>instrument coté en bourse</b>"), titres de créance, actions ou parts de fonds.</p> <p>Le ou les Sous-Jacent(s) de Référence relatif(s) à une Tranche de Titres W&amp;C seront spécifiés dans les Conditions Définitives applicables. Les Conditions Définitives applicables spécifieront le lieu où des informations relatives aux Sous-Jacent(s) de Référence peuvent être obtenues.</p>

#### Section D – Risques

Elément	Description de l'Elément	
<b>D.2</b>	Principaux risques propres aux Emetteurs et au Garant	<p><b>Emetteurs</b></p> <p><b>BNPP B.V.</b></p> <p>Les facteurs de risque suivants sont relatifs à BNPP B.V. : BNPP B.V. est une société opérationnelle. La seule activité de BNPP B.V. consiste à lever des capitaux et à emprunter des fonds via l'émission de titres, tels que des Warrants ou des Certificats ou autres obligations. BNPP B.V. n'a pas, et n'aura pas, d'autres actifs que les contrats de couverture (contrats OTC mentionnés dans les Rapports Annuels), les espèces et les commissions qui lui sont payées, ou tout autre actif qu'elle aurait acquis, en toute hypothèse en rapport avec l'émission de titres ou la conclusion de toute autre obligation y afférente à un moment donné. BNPP B.V. dispose d'un capital réduit et d'une base de profit limitée. Les produits nets résultant de chaque émission de Titres W&amp;C émis par BNPP B.V. feront partie intégrante des fonds généraux de BNPP B.V. BNPP B.V. utilise ces produits en vue de couvrir son risque de marché en contractant des instruments de couverture auprès de BNPP et des entités de BNP Paribas. La capacité de BNPP B.V. à remplir ses obligations relatives aux Titres W&amp;C émis par elle dépendra des paiements qu'elle aura</p>

Elément	Description de l'Elément	
		<p>perçus au titre des contrats de couverture. Par conséquent, les Titulaires de Titres W&amp;C seront, sous réserve des dispositions de la Garantie accordée par BNPP, exposés à la capacité de BNPP et d'entités de BNP Paribas à exécuter leurs obligations en vertu de ces contrats de couverture.</p> <p><b>BNPP</b></p> <p>Il existe certains facteurs pouvant affecter la capacité de BNPP à remplir ses obligations en vertu des Titres W&amp;C émis dans le cadre du Programme et, s'il y a lieu, celle de BNPP à remplir ses obligations en vertu de la Garantie.</p> <p>Onze principaux risques sont inhérents aux activités de BNPP :</p> <ul style="list-style-type: none"> <li>a) Risque de Crédit ;</li> <li>b) Risque de Contrepartie ;</li> <li>c) Titrisation ;</li> <li>d) Risque de Marché ;</li> <li>e) Risque Opérationnel ;</li> <li>f) Risque de Non Conformité et de Réputation ;</li> <li>g) Risque de Concentration ;</li> <li>h) Risque de Taux du Portefeuille Bancaire;</li> <li>i) Risque Stratégique et Risque lié à l'Activité;</li> <li>j) Risque de Liquidité; et</li> <li>k) Risque de Souscription d'Assurance.</li> </ul> <p>Des conditions macro-économiques et de marché difficiles ont eu et pourraient continuer à avoir un effet défavorable significatif sur les conditions dans lesquelles évoluent les établissements financiers et en conséquence sur la situation financière, les résultats et le coût du risque de BNPP.</p> <p>L'accès de BNPP au financement et les coûts de ce financement pourraient être affectés de manière défavorable en cas de résurgence de la crise de la dette souveraine, de détérioration des conditions économiques, de dégradation de notation, d'accroissement des <i>spreads</i> de crédit des États ou d'autres facteurs.</p> <p>Toute variation significative des taux d'intérêt est susceptible de peser sur les revenus ou la rentabilité de BNPP.</p> <p>La solidité financière et le comportement des autres institutions</p>



Elément	Description de l'Elément	
		<p>financières et acteurs du marché pourraient avoir un effet défavorable sur BNPP.</p> <p>Les fluctuations de marché et la volatilité exposent BNPP au risque de pertes substantielles dans le cadre de ses activités de marchés et d'investissements.</p> <p>Les revenus tirés par BNPP des activités de courtage et des activités générant des commissions sont potentiellement vulnérables à une baisse des marchés.</p> <p>Une baisse prolongée des marchés peut réduire la liquidité et rendre plus difficile la cession d'actifs. Une telle situation pourrait engendrer des pertes significatives.</p> <p>Des mesures législatives et réglementaires prises en réponse à la crise financière mondiale pourraient affecter de manière substantielle BNPP ainsi que l'environnement financier et économique dans lequel elle opère.</p> <p>BNPP est soumis à une réglementation importante et fluctuante dans les juridictions où il exerce ses activités.</p> <p>En cas de non-conformité avec les lois et règlements applicables, BNPP peut être exposé à des amendes significatives et d'autres sanctions administratives et pénales.</p> <p>Il y a des risques liés à la mise en œuvre du Plan Stratégique de BNPP.</p> <p>BNPP pourrait connaître des difficultés relatives à l'intégration des sociétés acquises et pourrait ne pas réaliser les bénéfices attendus de ses acquisitions.</p> <p>Une intensification de la concurrence, par des acteurs bancaires et non bancaires, pourrait peser sur ses revenus et sa rentabilité.</p> <p>Toute augmentation substantielle des provisions ou tout engagement insuffisamment provisionné peut peser sur les résultats et sur la situation financière de BNPP.</p> <p>Malgré les politiques, procédures et méthodes de gestion du risque mises en œuvre, BNPP peut être exposé à des risques non identifiés ou imprévus, susceptibles d'occasionner des pertes significatives.</p> <p>Les stratégies de couverture mises en place par BNPP n'écartent pas tout risque de perte.</p> <p>Tout préjudice porté à la réputation de BNPP pourrait nuire à sa compétitivité.</p> <p>Toute interruption ou défaillance des systèmes informatiques de BNPP peut provoquer des pertes significatives d'informations</p>

Elément	Description de l'Elément	
		<p>relatives aux clients, nuire à la réputation de BNPP et provoquer des pertes financières.</p> <p>Des événements externes imprévus peuvent provoquer une interruption des activités de BNPP et entraîner des pertes substantielles ainsi que des coûts supplémentaires.</p> <p><b>Garant</b></p> <p>Voir ci-dessus les informations relatives à BNPP.</p>
<p><b>D.3</b></p>	<p>Principaux risques propres aux Titres W&amp;C</p>	<p>Certains facteurs importants permettent d'évaluer les risques de marché liés aux Titres W&amp;C émis dans le cadre du Programme, y compris le fait que (i) les Titres W&amp;C sont des obligations non assorties de sûretés, (ii) les Titres W&amp;C incluant un effet de levier impliquent un niveau de risque plus élevé et, en cas de pertes sur ces Titres W&amp;C, ces pertes peuvent être supérieures à ceux d'un titre similaire qui n'inclut aucun effet de levier ; (iii) le cours de négociation des Titres W&amp;C est affecté par plusieurs facteurs, y compris, mais sans caractère limitatif, (concernant les Titres W&amp;C liés à un Sous-Jacent de Référence) le cours du ou des Sous-Jacent(s) de Référence, la durée restant à courir jusqu'à l'expiration ou jusqu'au remboursement et la volatilité, et ces facteurs signifient que le cours de négociation des Titres W&amp;C peut être inférieur au Montant de Règlement en Numéraire, (iv) dans de nombreux cas, l'exposition au Sous-Jacent de Référence découlera du fait que l'Emetteur concerné conclut des accords de couverture et, en ce qui concerne les Titres W&amp;C indexés sur un Sous-Jacent de Référence, les investisseurs potentiels sont exposés à la performance de ces accords de couverture et aux événements pouvant affecter ces accords, et, par conséquent, la survenance de l'un ou l'autre de ces événements peut affecter la valeur des Titres W&amp;C ; (v) le fait que les Titres W&amp;C peuvent être soumis à un montant de négociation minimum ; en conséquence, si un Titulaire détient, à la suite du transfert de Titres W&amp;C quelconques, un montant de Titres W&amp;C inférieur au montant de négociation minimum ainsi spécifié, ce Titulaire ne sera pas autorisé à transférer ses Titres W&amp;C restants avant l'expiration ou le remboursement, selon le cas, sans acheter préalablement un nombre de Titres W&amp;C additionnels suffisant pour détenir le montant de négociation minimum ; (vi) des limitations à l'exercice de Warrants peuvent signifier qu'un Titulaire n'est pas en mesure d'exercer tous les Warrants qu'il désire exercer à une date particulière si l'Emetteur a l'option de limiter le nombre de Warrants exerçables à une date quelconque, ou qu'il peut être tenu de vendre ou d'acheter des Warrants (en encourant des frais d'opération dans chaque cas) afin de réaliser son investissement, si un nombre minimum de Warrants doit être exercé, (vii) dans le cas de Warrants, des variations du Montant de Règlement en Numéraire pendant l'intervalle entre le moment où un Titulaire donne des instructions d'exercice et le moment où le Montant de Règlement en</p>

Elément	Description de l'Elément	
		<p>Numéraire est déterminé pourraient entraîner une baisse du Montant de Règlement en Numéraire, (viii) si les Conditions Définitives en disposent ainsi, l'Emetteur peut discrétionnairement choisir de modifier le règlement des Titres W&amp;C, (ix) la survenance d'un cas de perturbation additionnel ou d'un cas de perturbation additionnel optionnel peut conduire à un ajustement des Titres W&amp;C, à une annulation (dans le cas de Warrants) ou à un remboursement anticipé (dans le cas de Certificats) ou peut avoir pour conséquence que le montant payable à la date de remboursement prévue soit différent de celui qui devrait être payé à ladite date de remboursement prévue, de telle sorte que la survenance d'un cas de perturbation additionnel et/ou d'un cas de perturbation additionnel optionnel peut avoir un effet défavorable sur la valeur ou la liquidité des Titres W&amp;C, (x) des frais et impôts peuvent être payables sur les Titres W&amp;C, (xi) les Titres W&amp;C peuvent être annulés (dans le cas de Warrants) ou remboursés (dans le cas de Certificats) en cas d'illégalité ou autre impossibilité pratique, et cette annulation ou ce remboursement peut avoir pour conséquence qu'un investisseur ne réalise aucun retour sur son investissement dans les Titres W&amp;C, (xii) les clauses relatives aux assemblées générales des Titulaires permettent à des majorités définies de lier tous les Titulaires, (xiii) toute décision judiciaire, tout changement de la pratique administrative ou tout changement de la loi anglaise intervenant après la date du Prospectus de Base, pourrait avoir un impact défavorable significatif sur la valeur des Titres W&amp;C ainsi affectés, (xiv) une réduction de la notation accordée aux titres d'emprunt en circulation de l'Emetteur ou du Garant par une agence de notation de crédit pourrait (le cas échéant) entraîner une réduction de la valeur de négociation des Titres W&amp;C, (xv) certains conflits d'intérêts peuvent surgir (voir Elément E.4 ci-dessous), (xvi) le seul moyen permettant à un Titulaire de réaliser la valeur d'un Titre W&amp;C avant sa Date d'Exercice ou sa Date de Remboursement, selon le cas, consiste à le vendre à son cours de marché au moment considéré sur un marché secondaire disponible, et il peut n'y avoir aucun marché secondaire pour les Titres W&amp;C (ce qui pourrait signifier qu'un investisseur doit attendre jusqu'à l'exercice ou jusqu'au remboursement des Titres W&amp;C pour réaliser une valeur supérieure à sa valeur de négociation), (xvii) un marché secondaire actif ne peut jamais être établi ou peut être non liquide, ce qui peut nuire à la valeur à laquelle un investisseur pourrait vendre ses Titres W&amp;C (les investisseurs pourraient subir une perte partielle ou totale du montant de leur investissement). Pour certaines émissions de Titres W&amp;C, BNP Paribas Arbitrage S.N.C. est tenue d'agir en tant que teneur de marché. Dans ces circonstances, BNP Paribas Arbitrage S.N.C. s'efforcera de maintenir un marché secondaire pendant toute la durée de vie des Titres W&amp;C, sous réserve des conditions normales de marché et soumettra les cours acheteur et les cours vendeur au marché. L'écart (<i>spread</i>) entre le cours acheteur et le cours vendeur peut évoluer durant la durée de vie des Titres W&amp;C. Cependant, durant certaines périodes il peut être difficile, irréaliste ou</p>

Elément	Description de l'Elément	
		<p>impossible pour BNP Paribas Arbitrage S.N.C. de coter des prix "bid" et "offer" et en conséquence il peut être difficile, irréalisable ou impossible d'acheter ou de vendre ces Titres W&amp;C durant ces périodes. Cela peut être dû, par exemple, à des conditions défavorables sur le marché, à des prix volatiles ou à des fluctuations importantes du prix, à la fermeture ou à des restrictions sur une place financière importante ou à des problèmes techniques, tels que la défaillance ou le dysfonctionnement d'un système informatique ou celui d'un réseau internet.</p> <p>En outre, il existe des risques spécifiques liés aux Titres W&amp;C qui sont indexés sur un Sous-Jacent de Référence (y compris des Titres Hybrides), et un investissement dans ces Titres W&amp;C entraînera des risques significatifs que ne comporte pas un investissement dans un titre de créance conventionnel. Les facteurs de risque liés aux Titres W&amp;C indexés sur un Sous-Jacent de Référence incluent : (i) dans le cas de Titres W&amp;C Indexés sur Indice : l'exposition à un ou plusieurs indices, un cas d'ajustement et de perturbation du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres W&amp;C, (ii) dans le cas de Titres W&amp;C Indexés sur Action : l'exposition à une ou plusieurs actions, des risques de marché similaires à ceux liés à un investissement direct dans un titre de capital, global depositary receipt ("<b>GDR</b>") ou American depositary receipt ("<b>ADR</b>"), des cas d'ajustement potentiels ou des événements exceptionnels affectant les actions, un dérèglement du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres W&amp;C, (iii) dans le cas de Titres W&amp;C Indexés sur ETI : l'exposition à une ou plusieurs parts dans un fonds indiciel coté en bourse, un titre coté en bourse, une matière première/marchandise cotée en bourse ou tout autre produit coté en bourse (chacun, un "<b>instrument coté en bourse</b>" (« <b>ETI</b> »)), des risques similaires à ceux d'un investissement direct dans un instrument coté en bourse, le fait que le montant payable sur des Titres W&amp;C Indexés sur ETI peut être inférieur et, dans certaines circonstances, significativement inférieur au rendement d'un investissement direct dans le ou les ETI concerné(s), des cas d'ajustement potentiel ou des événements exceptionnels affectant les instruments cotés en bourse, un cas de dérèglement du marché ou le défaut d'ouverture d'une bourse peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres W&amp;C ; (iv) dans le cas de Titres de Créance, l'exposition à un instrument de dette, risques de marché similaires à l'investissement direct dans un instrument de dette et désorganisation du marché ; (v) dans le cas de Titres W&amp;C Indexés sur Fonds, l'exposition à une action ou part de fonds, des risques similaires à ceux d'un investissement direct dans un fonds, le fait que le montant payable sur des Titres W&amp;C Indexés sur Fonds peut être inférieur au montant payable en cas d'investissement direct dans le ou les Fonds concerné(s), des événements exceptionnels concernant le fonds qui peuvent avoir un effet défavorable sur la valeur</p>

Elément	Description de l'Elément	
		<p>ou la liquidité des Titres W&amp;C ; et (vi) le fait que, sauf stipulation contraire des Conditions Définitives applicables, l'Emetteur ne fournira pas d'informations post-émission sur le Sous-Jacent de Référence.</p> <p>Il existe en outre des risques spécifiques liés à des Titres W&amp;C indexés sur un Sous-Jacent de Référence provenant d'un marché émergent ou en développement (y compris, sans caractère limitatif, les risques liés à l'incertitude politique et économique, des politiques gouvernementales défavorables, des restrictions en matière d'investissement étranger et de convertibilité monétaire, des fluctuations des taux de change, le risque lié à des niveaux d'information et de réglementation plus faibles, des incertitudes à propos du statut, de l'interprétation et de l'application des lois, des frais de garde accrus, des difficultés administratives et une plus forte probabilité de survenance d'un cas de perturbation ou d'ajustement). Les Titres W&amp;C négociés sur des marchés émergents ou en développement tendent à être moins liquides et leurs cours plus volatils.</p> <p>Dans certaines circonstances, les Titulaires peuvent perdre la valeur intégrale de leur investissement.</p> <p>Des risques supplémentaires s'attachant à une émission de Titres W&amp;C décrits dans la section « Facteurs de Risque » du Prospectus de Base peuvent être résumés dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables.</p>
<b>D.6</b>	Avertissement sur les risques	<p>Voir l'Elément D.3 ci-dessus.</p> <p>En cas d'insolvabilité d'un des Emetteurs ou si ce dernier est autrement incapable de rembourser les Titres W&amp;C, à leur échéance, un investisseur perd tout ou une partie de son investissement dans les Titres W&amp;C. Si les Titres W&amp;C sont garantis et que le Garant est incapable de rembourser ou n'est pas disposé à rembourser les Titres W&amp;C à leur échéance, un investisseur peut perdre tout ou partie de son investissement dans les Titres W&amp;C. En outre, dans le cas de Titres W&amp;C indexés sur un Sous-Jacent de Référence, les investisseurs peuvent perdre tout ou partie de leur investissement dans les Titres W&amp;C, en conséquence de l'application des modalités des Titres W&amp;C.</p>

#### Section E – Offre

Elément	Description de l'Elément	
<b>E.2b</b>	Raisons de l'offre et utilisation du produit de celle-ci	<p>Les produits nets de l'émission des Titres W&amp;C seront affectés aux besoins généraux de financement de l'Emetteur. Ces produits pourront être utilisés pour maintenir des positions sur des contrats d'options ou des contrats à terme ou d'autres instruments de couverture.</p>

Elément	Description de l'Elément	
E.3	Modalités et conditions de l'offre	<p>Les Titres W&amp;C émis en vertu du Programme peuvent être offerts au public dans le cadre d'une Offre Non-exemptée en France et au Luxembourg.</p> <p>Les modalités et conditions de chaque offre de Titres W&amp;C seront déterminées d'un commun accord entre l'Emetteur et les Chefs de File concernés à la date de l'émission et spécifiées dans les Conditions Définitives applicables. Un Investisseur qui a l'intention d'acquérir ou qui acquiert des Titres W&amp;C dans le cadre d'une Offre Non-exemptée auprès d'un Offreur Autorisé le fera, et les offres et ventes de tels Titres W&amp;C à un Investisseur par cet Offreur Autorisé se feront conformément aux conditions et autres modalités en place entre cet Offreur Autorisé et l'Investisseur en question, notamment en ce qui concerne le prix, les attributions et les conditions de règlement.</p>
E.4	Intérêt de personnes physiques et morales pouvant influencer sur l'émission/l'offre	<p>Les Chefs de File concernés peuvent recevoir des commissions en relation avec toute émission de Titres W&amp;C dans le cadre du Programme. Ces Chefs de File et leurs affiliés peuvent également avoir conclu et pourront conclure à l'avenir des opérations de banque d'investissement et/ou de banque commerciale avec l'Emetteur et le Garant (le cas échéant) et leurs affiliés respectifs et pourront leur fournir d'autres services dans le cadre de l'exercice de leur activité courante.</p> <p>Différentes entités du Groupe BNPP (y compris les Emetteurs et le Garant) et leurs Affiliés peuvent assumer différents rôles en relation avec les Titres W&amp;C, y compris celui d'Emetteur des Titres W&amp;C, d'Agent de Calcul des Titres W&amp;C, et d'émetteur, sponsor ou agent de calcul du/des Sous-Jacent(s) de Référence, et peuvent également se livrer à des activités de négociation (y compris des activités de couverture) portant sur le Sous-Jacent de Référence et d'autres instruments ou produits dérivés s'appuyant sur le Sous-Jacent de Référence ou liés à lui, qui peuvent générer des conflits d'intérêts potentiels.</p> <p>L'Agent de Calcul peut être un Affilié de l'Emetteur concerné ou (le cas échéant) du Garant, et des conflits d'intérêts potentiels peuvent exister entre l'Agent de Calcul et les Titulaires des Titres W&amp;C.</p> <p>Les Emetteurs, le Garant et leurs Affiliés peuvent également émettre d'autres instruments dérivés au titre du Sous-Jacent de Référence et peuvent agir en qualité de membre d'un syndicat de placement d'offres futures d'actions ou autres titres se rapportant à une émission de Titres W&amp;C, ou peuvent agir en qualité de conseiller financier de certaines sociétés ou de sociétés dont les actions ou autres titres sont inclus dans un panier, ou en qualité de banque commerciale pour ces sociétés.</p> <p>En ce qui concerne les Titres W&amp;C Indexés sur des ETI et les Titres</p>

Elément	Description de l'Elément	
		Indexés sur des Fonds, l'Emetteur concerné ou l'un ou plusieurs de ses Affiliés peuvent se livrer de temps à autre à des opérations avec l'ETI ou le Fonds concerné, selon le cas, ou avec des sociétés dans lesquelles un ETI ou un Fonds (selon le cas) investit, et peuvent être rémunérés pour la fourniture de ces services. Ces activités pourraient générer certains conflits d'intérêts.
<b>E.7</b>	Dépenses facturées à l'investisseur par l'Emetteur	L'Emetteur ne prévoit pas de facturer aux investisseurs des frais se rapportant à toute émission de Titres W&C dans le cadre du Programme.

**PRO FORMA ISSUE SPECIFIC SUMMARY OF THE PROGRAMME IN RELATION TO THIS BASE  
PROSPECTUS (IN FRENCH)**

**MODELE DE RÉSUMÉ DU PROGRAMME SPÉCIFIQUE A L'ÉMISSION EN RELATION AVEC LE  
PROSPECTUS DE BASE**

*Les résumés sont établis sur la base des éléments d'informations (ci-après les "Eléments") présentés dans les sections A à E (A.1 à E.7) ci- dessous. Le présent résumé contient tous les Eléments requis pour ce type de Titres W&C [.] [et] d'Emetteur [et de Garant]. Dans la mesure où certains Eléments ne sont pas requis, des écarts dans la numérotation des Eléments présentés peuvent être constatés. Par ailleurs, pour certains des Eléments requis pour ce type de Titres W&C[.] [et] d'Emetteur [et de Garant], il est possible qu'aucune information pertinente ne puisse être fournie au titre de cet Elément. Dans ce cas, une brève description de l'Elément concerné est présentée dans le Résumé et est accompagnée de la mention « Sans objet ».*

**Section A - Introduction et avertissements**

Elément	Description de l'Elément	
A.1	Avertissement général selon lequel le résumé doit être lu comme une introduction et disposition concernant les actions en justice	<ul style="list-style-type: none"> <li>• <b>Le présent résumé doit être lu comme une introduction au Prospectus de Base, en date du juillet 1<sup>er</sup> 2015 (le "Prospectus de Base") et aux Conditions Définitives applicables. Dans ce résumé, sauf précision contraire et à l'exception de l'utilisation qui en est faite au premier paragraphe de l'Elément D.3, "Prospectus de Base" signifie le Prospectus de Base de BNPP B.V. et BNPP en date du 1<sup>er</sup> juillet 2015 tel que modifié ou complété à tout moment par des suppléments. Au premier paragraphe de l'Elément D.3, "Prospectus de Base" signifie le Prospectus de Base de BNPP B.V. et BNPP en date du 1<sup>er</sup> juillet 2015.</b></li> <li>• <b>Toute décision d'investir dans les Titres W&amp;C concernés doit être fondée sur un examen exhaustif du Prospectus de Base dans son ensemble, y compris tous documents incorporés par référence et les Conditions Définitives applicables.</b></li> <li>• <b>Lorsqu'une action concernant l'information contenue dans le Prospectus de Base et les Conditions Définitives applicables est intentée devant un tribunal d'un Etat Membre de l'Espace Economique Européen, l'investisseur plaignant peut, selon la législation nationale de l'Etat Membre où l'action est intentée, avoir à supporter les frais de traduction de ce Prospectus de Base et des Conditions Définitives applicables avant le début de la procédure judiciaire.</b></li> <li>• <b>Aucune responsabilité civile ne sera recherchée auprès de l'Emetteur [ou du Garant] (le cas échéant) dans cet Etat Membre sur la seule base du présent résumé, y compris sa traduction, à moins que le contenu du résumé ne soit jugé trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base et des Conditions Définitives</b></li> </ul>



Elément	Description de l'Elément	
		<p><b>applicables, ou, une fois les dispositions de la Directive 2010/73/UE transposées dans cet Etat Membre, à moins qu'il ne fournisse pas, lu en combinaison avec les autres parties du Prospectus de Base et des Conditions Définitives applicables, les informations clés (telles que définies à l'Article 2.1(s) de la Directive Prospectus) permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres W&amp;C.</b></p>
A.2	<p>Consentement à l'utilisation du Prospectus de Base, période de validité et autres conditions y afférentes</p>	<p>[<i>Consentement</i> : Sous réserve des conditions mentionnées ci-dessous, l'Emetteur consent à l'utilisation du Prospectus de Base pour les besoins de la présentation d'une Offre Non-exemptée de Titres W&amp;C par les Chefs de File [<i>, noms des intermédiaires financiers spécifiques énumérés dans les conditions définitives,</i>] [et] [par chaque intermédiaire financier dont le nom est publié sur le site Internet de BNP Paribas (www.[https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx]) qui sont identifiés comme un Offreur Autorisé au titre de l'Offre Non-exemptée concernée (chacun étant dénommé : un "<b>Offreur Autorisé</b>").</p> <p><i>Période d'Offre</i> : Le consentement de l'Emetteur visé ci-dessus est donné pour des Offres Non-exemptées de Titres W&amp;C pendant [préciser ici la période d'offre de l'émission] (la "<b>Période d'Offre</b>").</p> <p><i>Conditions du consentement</i> : Les conditions du consentement de l'Emetteur sont telles que ce consentement (a) n'est valable que pendant la Période d'Offre ; (b) ne porte que sur l'utilisation du Prospectus de Base pour faire des Offres Non-exemptées de la Tranche de Titres W&amp;C concernée en [<i>préciser chaque Etat Membre dans lequel la Tranche de Titres W&amp;C concernée peut être offerte</i>] et (c) [<i>ajouter toutes autres conditions éventuellement applicables à l'Offre Non-exemptée de la Tranche particulière concernée, telles qu'elles figurent dans les Conditions Définitives.</i>]</p> <p><b>UN INVESTISSEUR QUI A L'INTENTION D'ACHETER OU QUI ACHETE DES TITRES W&amp;C DANS UNE OFFRE NON-EXEMPTÉE AUPRÈS D'UN OFFREUR AUTORISÉ LE FERA, ET LES OFFRES ET VENTES DE TELS TITRES À UN INVESTISSEUR PAR CET OFFREUR AUTORISÉ SE FERONT CONFORMÉMENT AUX TERMES ET CONDITIONS DE L'OFFRE EN PLACE ENTRE CET OFFREUR AUTORISÉ ET L'INVESTISSEUR EN QUESTION, NOTAMMENT LES ARRANGEMENTS CONCERNANT LE PRIX, LES ALLOCATIONS, LES DEPENSES ET LE RÈGLEMENT. LES INFORMATIONS ADEQUATES SERONT ADRESSEES PAR L'OFFREUR AUTORISÉ AU MOMENT DE CETTE OFFRE.]</b></p>

#### Section B - Emetteur [et Garant]

Elément	Description de l'Elément	
B.1	Raison sociale et nom	[A indiquer si BNPP B.V. est l'Emetteur : BNP Paribas Arbitrage]

Elément	Description de l'Elément	
	commercial de l'Emetteur	<p>Issuance B.V. ("<b>BNPP B.V.</b>" ou l'"<b>Emetteur</b>".)]</p> <p>[A indiquer si BNPP est l'Emetteur : BNP Paribas ("<b>BNPP</b>", la "<b>Banque</b>" ou l'"<b>Emetteur</b>".)]</p>
<b>B.2</b>	Domicile/ forme juridique/ législation/ pays de constitution	<p>[A indiquer si BNPP B.V. est l'Emetteur :</p> <p>L'Emetteur a été constitué aux Pays-Bas sous la forme d'une société non cotée en bourse à responsabilité limitée de droit néerlandais, et son siège social est situé Herengracht 537, 1017 BV Amsterdam, Pays-Bas.]</p> <p>[A indiquer si BNPP est l'Emetteur :</p> <p>L'Emetteur a été constitué en France sous la forme d'une société anonyme de droit français et agréé en qualité de banque, dont le siège social est situé 16, boulevard des Italiens – 75009 Paris, France.]</p>
<b>B.4b</b>	Informations sur les tendances	<p>[A indiquer si BNPP est l'Emetteur:</p> <p><b>Conditions macroéconomiques.</b></p> <p>L'environnement macroéconomique et de marché affecte les résultats de BNPP. Compte tenu de la nature de son activité, BNPP est particulièrement sensible aux conditions macroéconomiques et de marché en Europe, qui ont connu des perturbations au cours des dernières années.</p> <p>En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les prévisions économiques du FMI et de l'OCDE<sup>40</sup> pour l'année 2015 prévoient la poursuite d'une croissance modérée pour les économies développées mais avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés</p>

<sup>40</sup> Voir notamment : International Monetary Fund. World Economic Outlook (WEO) Update, January 2015 : Gross Currents ; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014.:

Elément	Description de l'Elément	
		<p>financiers; les risques de moyen terme soulignés incluent quant à eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.</p> <p><b><i>Législation et Réglementations Applicables aux Institutions Financières.</i></b></p> <p>La législation et les réglementations applicables aux institutions financières qui ont un impact sur BNPP connaissent une évolution significative. Les mesures qui ont été proposées et/ou adoptées au cours des dernières années comprennent des exigences plus strictes en matière de capital et de liquidité (notamment pour les grands groupes bancaires tels que le Groupe BNPP), des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales et la séparation au sein de filiales dédiées, voire l'interdiction, de certaines activités considérées comme spéculatives, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduite des affaires plus strictes, la compensation et un reporting obligatoires des opérations sur instruments dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées.</p> <p>Les mesures adoptées récemment ou qui sont (ou dont les mesures d'application sont) encore en projet, qui ont, ou sont susceptibles d'avoir un impact sur BNPP, comprennent notamment : l'ordonnance française du 27 juin 2013 relative aux établissements de crédit et aux sociétés de financement, entrée en vigueur le 1er janvier 2014, la loi française du 26 juillet 2013 de séparation et de régulation des activités bancaires et ses décrets et arrêtés d'application et l'ordonnance du 20 février 2014 portant diverses dispositions d'adaptation de la législation au droit de l'Union Européenne en matière financière, la Directive et le Règlement du Parlement Européen et du Conseil sur les fonds propres réglementaires dits « CRD 4/CRR » du 26 juin 2013 (et leurs actes délégués et actes d'exécution), dont un nombre important de dispositions sont applicables depuis le 1er janvier 2014, les normes techniques de réglementation et d'exécution relatives à la Directive et au Règlement CRD 4/CRR élaborées par l'Autorité Bancaire Européenne, la désignation de BNPP en tant qu'institution financière d'importance systémique par le Conseil de Stabilité Financière et la consultation sur un standard international commun de capacité d'absorption des pertes (« <i>total loss-absorbing capacity</i> », « TLAC ») pour les établissements bancaires d'importance systémique, la consultation sur la réforme structurelle du secteur bancaire de l'Union Européenne de 2013 et la proposition de Règlement du Parlement Européen et du Conseil du 29 janvier 2014 relatif à des mesures structurelles améliorant la résilience</p>

Elément	Description de l'Elément	
		<p>des établissements de crédit de l'UE, la proposition de Règlement du Parlement Européen et du Conseil du 18 septembre 2013 sur les indices de référence, le Règlement du Parlement Européen et du Conseil du 16 avril 2014 sur les abus de marché et la Directive du Parlement Européen et du Conseil du 16 avril 2014 relative aux sanctions pénales applicables aux abus de marché, la Directive et le Règlement du Parlement Européen et du Conseil concernant les marchés d'instruments financiers du 15 mai 2014, le Mécanisme européen de Surveillance Unique piloté par la Banque Centrale Européenne adopté en octobre 2013 (Règlement du Conseil du 15 octobre 2013 confiant à la Banque Centrale Européenne des missions spécifiques ayant trait aux politiques en matière de surveillance prudentielle des établissements de crédit et le Règlement du Parlement Européen et du Conseil du 22 octobre 2013 instituant une Autorité européenne de surveillance en ce qui concerne des missions spécifiques confiées à la Banque Centrale Européenne (et leurs actes délégués et actes d'exécution)) ainsi que l'ordonnance du 6 novembre 2014 portant diverses dispositions d'adaptation de la législation au mécanisme de surveillance unique des établissements de crédit, la Directive du Parlement Européen et du Conseil du 16 avril 2014 relative aux systèmes de garantie des dépôts renforçant la protection des dépôts des citoyens en cas de faillite bancaire (et ses actes délégués et actes d'exécution), la Directive du Parlement Européen et du Conseil du 15 mai 2014 établissant un cadre pour le Redressement et la Résolution des Banques, harmonisant les outils pour traiter d'éventuelles crises bancaires, le Mécanisme de Résolution Unique adopté par le Parlement européen le 15 avril 2014 (Règlement du Parlement Européen et du Conseil du 15 juillet 2014 établissant des règles et une procédure uniformes pour la résolution des établissements de crédit et de certaines entreprises d'investissement dans le cadre d'un mécanisme de résolution unique et d'un fonds de résolution bancaire unique, et ses actes délégués et actes d'exécution) instituant le Conseil de Résolution Unique en tant qu'autorité de mise en œuvre du Mécanisme de Résolution Unique et instituant le Fonds de Résolution Unique, le Règlement délégué sur le système provisoire d'acomptes sur les contributions visant à couvrir les dépenses administratives du Conseil de Résolution Unique au cours de la période provisoire adopté par la Commission européenne le 8 octobre 2014, le Règlement d'exécution du Conseil du 19 décembre 2014 définissant des conditions uniformes d'application des contributions ex ante au Fonds de Résolution Unique, le règlement final de la Réserve Fédérale des États-Unis imposant des règles prudentielles accrues pour les opérations américaines des banques étrangères de taille importante, la « Règle Volcker » sur l'encadrement des investissements ou des sponsorships dans les fonds spéculatifs et les fonds de capital investissement ainsi que des opérations pour comptes propres des banques américaines et étrangères, adoptée par les autorités de régulation américaines en décembre 2013, ainsi que le règlement final concernant le maintien des risques crédit (« <i>credit risk retention</i> ») adopté le 22</p>

Elément	Description de l'Elément	
		<p>octobre 2014. Au-delà de ces mesures, l'investisseur doit être conscient qu'à tout moment les autorités réglementaires, prudentielles ou politiques de tout pays sont susceptibles de prendre de nouvelles décisions impactant les banques ou le système financier dans son ensemble et dont l'effet sur BNPP peut être significatif.]</p> <p>[A indiquer si BNPP B.V. est l'Emetteur :</p> <p>BNPP B.V. est dépendante de BNPP. BNPP B.V. est une filiale intégralement détenue par BNPP et qui est particulièrement impliquée dans l'émission de titres tels que des obligations, Warrants ou Certificats ou d'autres obligations qui sont développées, mises en place ou vendues à des investisseurs par d'autres sociétés du Groupe BNPP (y compris BNPP). Les titres sont couverts par l'acquisition d'instruments de couverture auprès de BNPP et d'entités de BNP Paribas tel que décrit dans l'Elément D.2 ci-dessous. Par conséquent, les Informations sur les tendances décrites dans l'Elément B.19/B.4b relatives à BNPP doivent également s'appliquer à BNPP B.V.]</p>
B.5	Description du Groupe	<p>[A indiquer si BNPP B.V. est l'Emetteur :</p> <p>BNPP B.V. est une filiale intégralement détenue par BNPP. BNPP est la société mère ultime d'un groupe de sociétés et gère les opérations financières de ses sociétés filiales (collectivement, le "<b>Groupe BNPP</b>").]</p> <p>[A indiquer si BNPP est l'Emetteur :</p> <p>BNPP est un leader européen des services bancaires et financiers et possède quatre marchés domestiques de banque de détail en Europe : la Belgique, la France, l'Italie et le Luxembourg. Il est présent dans 75 pays et compte près de 188.000 collaborateurs, dont plus de 147.000 en Europe. BNPP est la société mère du Groupe BNP Paribas (le "<b>Groupe BNPP</b>").]</p>
B.9	Prévision ou estimation du bénéfice	<p>Le plan de développement 2014-2016 du Groupe BNPP confirme le choix du modèle de banque universelle. Le plan de développement 2014-2016 vise à accompagner les clients dans un environnement en évolution.</p> <p>Le Groupe BNPP définit cinq grands axes stratégiques pour 2016 :</p> <ul style="list-style-type: none"> <li>• renforcer la proximité avec les clients</li> <li>• simple : simplifier notre organisation et nos modes de fonctionnement</li> <li>• efficient : poursuivre l'amélioration de l'efficacité opérationnelle</li> <li>• adapter certains métiers à leur environnement économique et</li> </ul>

Elément	Description de l'Elément																																		
		<p>règlementaire</p> <ul style="list-style-type: none"> <li>réussir les initiatives de développement</li> </ul> <p>BNPP poursuit la mise en œuvre de son plan de développement 2014-2016 dans un contexte de taux bas et doit tenir compte de la création de nouvelles taxes et réglementations.</p>																																	
<b>B.10</b>	Réserves contenues dans le rapport d'audit	[Sans objet, il n'existe aucune réserve dans le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de Base.] [Le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de Base contient la/les réserve(s) suivante(s) : <i>[décrire la/les réserve(s)].</i> ]																																	
<b>B.12</b>	<p>Informations financières historiques clés sélectionnées :</p> <p><i>[A insérer si BNPP B.V. est l'Emetteur :</i></p> <p><b>Données Financières Annuelles Comparées – En EUR</b></p> <table border="1"> <thead> <tr> <th></th> <th>31/12/2014</th> <th>31/12/2013</th> </tr> </thead> <tbody> <tr> <td>Produit Net Bancaire</td> <td>432.263</td> <td>397.608</td> </tr> <tr> <td>Résultat Net, part du Groupe</td> <td>29.043</td> <td>26.749</td> </tr> <tr> <td>Total du bilan</td> <td>64.804.833.465</td> <td>48.963.076.836</td> </tr> <tr> <td>Capitaux Propres (part du Groupe)</td> <td>445.206</td> <td>416.163]</td> </tr> </tbody> </table> <p><i>[A insérer si BNPP est l'Emetteur :</i></p> <p><b>Données Financières Annuelles Comparées - En millions d'EUR</b></p> <table border="1"> <thead> <tr> <th></th> <th>31/12/2014 (audités)</th> <th>31/12/2013*(audités)</th> </tr> </thead> <tbody> <tr> <td>Produit Net Bancaire</td> <td>39.168</td> <td>37.286</td> </tr> <tr> <td>Coût du Risque</td> <td>(3.705)</td> <td>(3.643)</td> </tr> <tr> <td>Résultat Net, part du Groupe</td> <td>157</td> <td>4.818</td> </tr> </tbody> </table> <p><i>* Données retraitées par application des normes IFRS10, IFRS11 et de l'amendement à la norme IAS 32</i></p> <table border="1"> <thead> <tr> <th></th> <th>31/12/2014</th> <th>31/12/2013*</th> </tr> </thead> <tbody> <tr> <td>Ratio Common Equity Tier 1 (Bâle 3 plein, CRD 4)</td> <td>10,3%</td> <td>10,3%</td> </tr> </tbody> </table>			31/12/2014	31/12/2013	Produit Net Bancaire	432.263	397.608	Résultat Net, part du Groupe	29.043	26.749	Total du bilan	64.804.833.465	48.963.076.836	Capitaux Propres (part du Groupe)	445.206	416.163]		31/12/2014 (audités)	31/12/2013*(audités)	Produit Net Bancaire	39.168	37.286	Coût du Risque	(3.705)	(3.643)	Résultat Net, part du Groupe	157	4.818		31/12/2014	31/12/2013*	Ratio Common Equity Tier 1 (Bâle 3 plein, CRD 4)	10,3%	10,3%
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Elément	Description de l'Elément		
		<b>31/12/2014 (audités)</b>	<b>31/12/2013* (audités)</b>
	Total du bilan consolidé	2.077.759	1.810.522
	Total des prêts et créances sur la clientèle	657.403	612.455
	Total des dettes envers la clientèle	641.549	553.497
	Capitaux Propres (part du Groupe)	89.410	87.433
	<i>* Données retraitées par l'application des normes IFRS10, IFRS11 et de l'amendement à la norme IAS 32</i>		
	<b>Données Financières Intermédiaires Comparées – En millions d'EUR</b>		
		<b>1Q15</b>	<b>1Q14*</b>
	Produit Net Bancaire	11.065	9.911
	Coût du Risque	(1.044)	(1.084)
	Résultat Net, part du Groupe	1.648	1.403
		<b>31/03/2015</b>	<b>31/12/2014*</b>
	Ratio Common Equity Tier 1 (Bâle 3 pleinement appliqué, CRD 4)	10,3%	10,3%
	Total du bilan consolidé	2.392.177	2.077.758
	Total des prêts et créances sur la clientèle	696.737	657.403
	Total des dettes envers la clientèle	688.645	641.549
	Capitaux Propres (part du Groupe)	93.921	89.458
	<i>* Données retraitées par application de l'interprétation IFRIC 21]</i>		
	<i>Déclarations relatives à l'absence de changement significatif ou de changement défavorable significatif</i>		
	<p>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale du Groupe BNPP depuis le 31 décembre 2014 (date de clôture de la dernière période comptable pour laquelle des états financiers audités ont été publiés). Il ne s'est produit aucun changement défavorable significatif dans les perspectives de BNPP ou du Groupe BNPP depuis le 31 décembre 2014 (date de clôture de la dernière période comptable pour laquelle des états financiers audités ont été publiés).</p>		

Elément	Description de l'Elément	
		[Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale de BNPP B.V. depuis le 31 décembre 2014] et il ne s'est produit aucun changement défavorable significatif dans les perspectives de BNPP B.V. depuis le 31 décembre 2014]
<b>B.13</b>	Evénements impactant la solvabilité de l'Emetteur	[Sans objet, à la date du présent Prospectus de Base et à la connaissance de l'Emetteur, il ne s'est produit aucun événement récent qui présente un intérêt significatif pour l'évaluation de la solvabilité de l'Emetteur depuis le 31 décembre 2014.]/ [Indiquer tout événement récent qui présente un intérêt significatif pour l'évaluation de la solvabilité de l'Emetteur].
<b>B.14</b>	Dépendance à l'égard d'autres entités du groupe	<p><i>[Indiquer si BNPP est l'Emetteur:</i></p> <p>Sous réserve du paragraphe suivant, BNPP n'est pas dépendant des autres membres du Groupe BNPP.</p> <p>En avril 2004 est entrée en fonctionnement la co-entreprise « <i>BNP Paribas Partners for Innovation</i> » (BP<sup>2</sup>I) qui, constituée avec IBM France fin 2003, délivre des services d'infrastructure de production informatique pour BNP Paribas SA et plusieurs de ses filiales françaises (BNP Paribas Personal Finance, BP2S, BNP Paribas Cardif...) ou européennes (Suisse, Italie). Mi-décembre 2011, le dispositif contractuel avec IBM France a été renouvelé et prorogé jusqu'à fin 2017. Fin 2012, un accord a été conclu en étendant ce dispositif à BNP Paribas Fortis en 2013.</p> <p>BP<sup>2</sup>I est placée sous le contrôle opérationnel d'IBM France ; BNP Paribas exerce une forte influence sur cette entité qu'elle détient à parts égales avec IBM France : les personnels de BNP Paribas mis à disposition de BP<sup>2</sup>I composent la moitié de son effectif permanent, les bâtiments et centres de traitement sont la propriété du Groupe BNPP, la gouvernance mise en œuvre garantit contractuellement à BNP Paribas une surveillance du dispositif et sa réintégration au sein du Groupe BNPP si nécessaire.</p> <p>ISFS, société détenue à 100 % par le groupe IBM, assure également des services d'infrastructure de production informatique pour BNP Paribas Luxembourg.</p> <p>La production informatique de BancWest est assurée par un fournisseur externe : Fidelity Information Services. La production informatique de Cofinoga France est assurée par SDDC, société détenue à 100 % par IBM.]</p> <p><i>[Indiquer, si BNPP B.V. est l'Emetteur :</i></p> <p>BNPP B.V. est dépendante de BNPP. BNPP B.V. est une filiale intégralement détenue par BNPP et qui est particulièrement impliquée dans l'émission de titres tels que des obligations, Warrants ou Certificats</p>



Elément	Description de l'Elément	
		<p>ou autres obligations qui sont développées, mises en place ou vendues à des investisseurs par d'autres sociétés du Groupe BNPP (y compris BNPP). Les titres sont couverts par l'acquisition d'instruments de couverture auprès de BNPP et BNP Paribas et d'entités de BNP Paribas tel que décrit dans l'Elément D.2 ci-dessous.]</p> <p>Voir aussi l'Element B.5 ci-dessus.</p>
<p><b>B.15</b></p>	<p>Principales activités</p>	<p>[A indiquer si BNPP B.V. est l'Emetteur :</p> <p>L'Emetteur a pour activité principale d'émettre et/ou d'acquérir des instruments financiers de toute nature et de conclure des contrats à cet effet pour le compte de différentes entités au sein du Groupe BNPP.]</p> <p>[A indiquer si BNPP est l'Emetteur :</p> <p>BNP Paribas détient des positions clés dans ses deux domaines d'activité:</p> <ul style="list-style-type: none"> <li>• <b>Retail Banking and Services</b> regroupant : <ul style="list-style-type: none"> <li>• <i>Domestic Markets</i> composé de : <ul style="list-style-type: none"> <li>• Banque de Détail en France (BDDF),</li> <li>• <i>BNL Banca Commerciale</i> (BNL bc), banque de Détail en Italie,</li> <li>• Banque De Détail en Belgique (BDDB),</li> <li>• Autres activités de <i>Domestic Markets</i> y compris la Banque de Détail et des Entreprises au Luxembourg (BDEL);</li> </ul> </li> <li>• <i>International Financial Services</i>, composé de : <ul style="list-style-type: none"> <li>• Europe-Méditerranée,</li> <li>• BancWest,</li> <li>• Personal Finance,</li> <li>• Assurance,</li> <li>• Gestion Institutionnelle et Privée;</li> </ul> </li> </ul> </li> <li>• <b>Corporate and Institutional Banking (CIB)</b> regroupant : <ul style="list-style-type: none"> <li>• Corporate Banking,</li> </ul> </li> </ul>

Elément	Description de l'Elément	
		<ul style="list-style-type: none"> <li>• Global Markets,</li> <li>• Securities Services.]</li> </ul>
<b>B.16</b>	Actionnaires de contrôle	<p>[A indiquer si BNPP B.V. est l'Emetteur : BNP B.V. détient 100% du capital de l'Emetteur.]</p> <p>[A indiquer si BNPP est l'Emetteur : Aucun des actionnaires existants ne contrôle BNPP, que ce soit directement ou indirectement. Les principaux actionnaires sont la Société Fédérale de Participations et d'Investissement ("SFPI"), société anonyme d'intérêt public agissant pour le compte de l'Etat belge, qui détient 10,3% du capital social au 31 décembre 2014 et le Grand-Duché de Luxembourg, qui détient 1,0% du capital social au 31 décembre 2014. A la connaissance de BNPP, aucun actionnaire autre que SFPI ne détient plus de 5% de son capital ou de ses droits de vote.]</p>
<b>B.17</b>	Notations de crédit sollicitées	<p>[A indiquer si BNPP B.V. est l'Emetteur :</p> <p>Les notations à long terme de BNPP B.V. sont : [A+ avec une perspective négative (Standard &amp; Poor's Credit Market Services France SAS)] et les notations à court terme de BNPP B.V. sont : [A-1 (Standard &amp; Poor's Credit Market Services France SAS)].]</p> <p>[A indiquer si BNPP est l'Emetteur :</p> <p>Les notations à long terme de BNPP sont : [A+ avec une perspective négative (Standard &amp; Poor's Credit Market Services France SAS)], [A1 avec une perspective stable (Moody's Investors Service Ltd.)] et [A+ avec une perspective stable (Fitch France S.A.S.)] et les notations à court terme de BNPP sont : [A-1 (Standard &amp; Poor's Credit Market Services France SAS)], [P-1 (Moody's Investors Service Ltd.)] et [F1 (Fitch France S.A.S.)].]</p> <p>[Les Titres W&amp;C [ont été / n'ont pas été] / [il est prévu que les Titres W&amp;C soient] notés [[●] par [●].]</p> <p>Une notation n'est pas une recommandation d'achat, de vente ou de détention des titres concernés et peut être suspendue, réduite ou révoquée à tout moment par l'agence de notation qui l'a attribuée.</p>
<b>B.18</b>	Description de la Garantie	<p>[A indiquer dans le cas de Titres W&amp;C émis par BNPP B.V.:</p> <p>Les Titres W&amp;C seront inconditionnellement et irrévocablement garantis par BNP Paribas ("BNPP" ou le "Garant") en vertu d'un acte de garantie de droit anglais signé par le BNPP le 9 juillet 2015, ou une date approchante (la "Garantie").</p>

Elément	Description de l'Elément	
		<p>Dans le cas où BNPP B.V. fait l'objet d'un renflouement interne, mais sans que BNPP n'en fasse l'objet, les obligations et/ou montants dus par BNPP au titre de la garantie devront être réduits afin de prendre en compte toutes les réductions ou modifications résultant de l'application du renflouement interne de BNPP B.V. par une autorité de régulation compétente.</p> <p>Dans le cas où BNPP fait l'objet d'un renflouement interne, mais sans que BNPP B.V. n'en fasse l'objet, les obligations et/ou montants dus par BNPP, au titre de la garantie devront être réduits afin de prendre en compte toutes les réductions ou modifications appliquées aux titres émis par BNPP résultant de l'application du renflouement interne de BNPP par toute autorité de régulation compétente.]</p>
<b>B.19</b>	<p>[Si les Titres W&amp;C sont garantis, insérer :</p> <p>Informations concernant le Garant</p>	
<b>B.19/ B.1</b>	Raison sociale et nom commercial du Garant	BNP Paribas
<b>B.19/ B.2</b>	Domicile/ forme juridique/ législation/ pays de constitution	Le Garant a été constitué en France sous la forme d'une société anonyme de droit français et agréé en qualité de banque, dont le siège social est situé 16, boulevard des Italiens – 75009 Paris, France.
<b>B.19/ B.4b</b>	Informations sur les tendances	<p><b>Conditions macroéconomiques.</b></p> <p>L'environnement macroéconomique et de marché affecte les résultats du Garant. Compte tenu de la nature de son activité, le Garant est particulièrement sensible aux conditions macroéconomiques et de marché en Europe, qui ont connu des perturbations au cours des dernières années.</p> <p>En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les prévisions économiques du FMI et de l'OCDE<sup>41</sup> pour l'année 2015 prévoient la poursuite d'une croissance modérée pour les</p>

<sup>41</sup> Voir notamment : International Monetary Fund. World Economic Outlook (WEO) Update, January 2015 : Gross Currents ; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014.

Elément	Description de l'Elément	
		<p>économies développées mais avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés financiers; les risques de moyen terme soulignés incluent quant à eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.</p> <p><b><i>Législation et Réglementations Applicables aux Institutions Financières.</i></b></p> <p>La législation et les réglementations applicables aux institutions financières qui ont un impact sur le Garant connaissent une évolution significative. Les mesures qui ont été proposées et/ou adoptées au cours des dernières années comprennent des exigences plus strictes en matière de capital et de liquidité (notamment pour les grands groupes bancaires tels que le Groupe BNPP), des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales et la séparation au sein de filiales dédiées, voire l'interdiction, de certaines activités considérées comme spéculatives, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduite des affaires plus strictes, la compensation et un reporting obligatoires des opérations sur instruments dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées.</p> <p>Les mesures adoptées récemment ou qui sont (ou dont les mesures d'application sont) encore en projet, qui ont, ou sont susceptibles d'avoir un impact sur le Garant, comprennent notamment : l'ordonnance française du 27 juin 2013 relative aux établissements de crédit et aux sociétés de financement, entrée en vigueur le 1er janvier 2014, la loi française du 26 juillet 2013 de séparation et de régulation des activités bancaires et ses décrets et arrêtés d'application et l'ordonnance du 20 février 2014 portant diverses dispositions d'adaptation de la législation au droit de l'Union Européenne en matière financière, la Directive et le Règlement du Parlement Européen et du Conseil sur les fonds propres réglementaires dits « CRD 4/CRR » du 26 juin 2013 (et leurs actes délégués et actes d'exécution), dont un nombre important de dispositions sont applicables depuis le 1er janvier 2014, les normes techniques de réglementation et d'exécution relatives à la Directive et au Règlement CRD 4/CRR élaborées par l'Autorité Bancaire Européenne, la désignation du Garant en tant qu'institution financière d'importance</p>

Elément	Description de l'Elément	
		<p> systémique par le Conseil de Stabilité Financière et la consultation sur un standard international commun de capacité d'absorption des pertes (« <i>total loss-absorbing capacity</i> », « TLAC ») pour les établissements bancaires d'importance systémique, la consultation sur la réforme structurelle du secteur bancaire de l'Union Européenne de 2013 et la proposition de Règlement du Parlement Européen et du Conseil du 29 janvier 2014 relatif à des mesures structurelles améliorant la résilience des établissements de crédit de l'UE, la proposition de Règlement du Parlement Européen et du Conseil du 18 septembre 2013 sur les indices de référence, le Règlement du Parlement Européen et du Conseil du 16 avril 2014 sur les abus de marché et la Directive du Parlement Européen et du Conseil du 16 avril 2014 relative aux sanctions pénales applicables aux abus de marché, la Directive et le Règlement du Parlement Européen et du Conseil concernant les marchés d'instruments financiers du 15 mai 2014, le Mécanisme européen de Surveillance Unique piloté par la Banque Centrale Européenne adopté en octobre 2013 (Règlement du Conseil du 15 octobre 2013 confiant à la Banque Centrale Européenne des missions spécifiques ayant trait aux politiques en matière de surveillance prudentielle des établissements de crédit et le Règlement du Parlement Européen et du Conseil du 22 octobre 2013 instituant une Autorité européenne de surveillance en ce qui concerne des missions spécifiques confiées à la Banque Centrale Européenne (et leurs actes délégués et actes d'exécution)) ainsi que l'ordonnance du 6 novembre 2014 portant diverses dispositions d'adaptation de la législation au mécanisme de surveillance unique des établissements de crédit, la Directive du Parlement Européen et du Conseil du 16 avril 2014 relative aux systèmes de garantie des dépôts renforçant la protection des dépôts des citoyens en cas de faillite bancaire (et ses actes délégués et actes d'exécution), la Directive du Parlement Européen et du Conseil du 15 mai 2014 établissant un cadre pour le Redressement et la Résolution des Banques, harmonisant les outils pour traiter d'éventuelles crises bancaires, le Mécanisme de Résolution Unique adopté par le Parlement européen le 15 avril 2014 (Règlement du Parlement Européen et du Conseil du 15 juillet 2014 établissant des règles et une procédure uniformes pour la résolution des établissements de crédit et de certaines entreprises d'investissement dans le cadre d'un mécanisme de résolution unique et d'un fonds de résolution bancaire unique, et ses actes délégués et actes d'exécution) instituant le Conseil de Résolution Unique en tant qu'autorité de mise en œuvre du Mécanisme de Résolution Unique et instituant le Fonds de Résolution Unique, le Règlement délégué sur le système provisoire d'acomptes sur les contributions visant à couvrir les dépenses administratives du Conseil de Résolution Unique au cours de la période provisoire adopté par la Commission européenne le 8 octobre 2014, le Règlement d'exécution du Conseil du 19 décembre 2014 définissant des conditions uniformes d'application des contributions ex ante au Fonds de Résolution Unique, le règlement final de la Réserve Fédérale des États-Unis imposant des règles prudentielles accrues pour </p>

Elément	Description de l'Elément	
		<p>les opérations américaines des banques étrangères de taille importante, la « Règle Volcker » sur l'encadrement des investissements ou des sponsorships dans les fonds spéculatifs et les fonds de capital investissement ainsi que des opérations pour comptes propres des banques américaines et étrangères, adoptée par les autorités de régulation américaines en décembre 2013, ainsi que le règlement final concernant le maintien des risques crédit (« credit risk retention ») adopté le 22 octobre 2014. Au-delà de ces mesures, l'investisseur doit être conscient qu'à tout moment les autorités réglementaires, prudentielles ou politiques de tout pays sont susceptibles de prendre de nouvelles décisions impactant les banques ou le système financier dans son ensemble et dont l'effet sur le Garant peut être significatif.</p>
<b>B.19/B.5</b>	Description du Groupe	<p>Le Garant est un leader européen des services bancaires et financiers et possède quatre marchés domestiques de banque de détail en Europe : la Belgique, la France, l'Italie et le Luxembourg. Il est présent dans 75 pays et compte près de 188.000 collaborateurs, dont plus de 147.000 en Europe. Le Garant est la société mère du Groupe BNP Paribas.</p>
<b>B.19/B.9</b>	Prévision ou estimation du bénéfice	<p>Le plan de développement 2014-2016 du Groupe BNPP confirme le choix du modèle de banque universelle. Le plan de développement 2014-2016 vise à accompagner les clients dans un environnement en évolution.</p> <p>Le Groupe BNPP définit cinq grands axes stratégiques pour 2016 :</p> <ul style="list-style-type: none"> <li>• renforcer la proximité avec les clients</li> <li>• simple : simplifier notre organisation et nos modes de fonctionnement</li> <li>• efficient : poursuivre l'amélioration de l'efficacité opérationnelle</li> <li>• adapter certains métiers à leur environnement économique et réglementaire</li> <li>• réussir les initiatives de développement</li> </ul> <p>Le Garant poursuit la mise en œuvre de son plan de développement 2014-2016 dans un contexte de taux bas et doit tenir compte de la création de nouvelles taxes et réglementations.</p>
<b>B.19/B.10</b>	Réserves contenues dans le rapport d'audit	[Sans objet, il n'existe aucune réserve dans le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de

Elément	Description de l'Elément		
		Base.] / [Le rapport d'audit sur les informations financiers historiques, contenues dans le Prospectus de Base, contient la ou les réserves suivantes : [décrire la ou les réserves]]	
<b>B.19/ B.12</b>	Informations financières historiques clés sélectionnées :		
	<b>Données Financières Annuelles Comparées - En millions d'EUR</b>		
		<b>31/12/2014 (audités)</b>	<b>31/12/2013*(audités)</b>
	Produit Net Bancaire	39.168	37.286
	Coût du Risque	(3.705)	(3.643)
	Résultat Net, part du Groupe	157	4.818
	<i>* Données retraitées par application des normes IFRS10, IFRS11 et l'amendement à la norme IAS 32</i>		
		<b>31/12/2014</b>	<b>31/12/2013*</b>
	Ratio Common Equity Tier 1 (Bâle 3 plein, CRD 4)	10,3%	10,3%
		<b>31/12/2014 (audités)</b>	<b>31/12/2013*(audités)</b>
	Total du bilan consolidé	2.077.759	1.810.522
	Total des prêts et créances sur la clientèle	657.403	612.455
	Total des dettes envers la clientèle	641.549	553.497
	Capitaux Propres (part du Groupe)	89.410	87.433
	<i>* Données retraitées par application des normes IFRS10, IFRS11 et de l'amendement à la norme IAS 32</i>		
	<b>Données Financières Intermédiaires Comparées – En millions d'EUR</b>		
		<b>1Q15</b>	<b>1Q14*</b>
	Produit Net Bancaire	11.065	9.911
	Coût du Risque	(1.044)	(1.084)
	Résultat Net, part du Groupe	1.648	1.403
		<b>31/03/2015</b>	<b>31/12/2014*</b>

Elément	Description de l'Elément		
	Ratio Common Equity Tier 1 (Bâle 3 pleinement appliqué, CRD 4)	10,3%	10,3%
	Total du bilan consolidé	2.392.177	2.077.758
	Total des prêts et créances sur la clientèle	696.737	657.403
	Total des dettes envers la clientèle	688.645	641.549
	Capitaux Propres (part du Groupe)	93.921	89.458
* <i>Données retraitées par application de l'interprétation IFRIC 21</i>			
<p><b>Déclarations relatives à l'absence de changement significatif ou de changement défavorable significatif</b></p> <p>Voir Elément B.12 ci-dessus dans le cas du Groupe BNPP.</p> <p>Il ne s'est produit aucun changement défavorable significatif dans les perspectives du Garant depuis le 31 décembre 2014 (date de clôture de la dernière période comptable pour laquelle des états financiers audités ont été publiés).</p>			
<b>B.19/ B.13</b>	Evénements impactant la solvabilité du Garant	<p>[A la date du présent Prospectus de Base et à la connaissance du Garant, il ne s'est produit aucun événement récent qui présente un intérêt significatif pour l'évaluation de sa solvabilité depuis le 31 décembre 2014.]</p> <p>[Indiquer tout événement récent qui présente un intérêt significatif pour l'évaluation de la solvabilité du Garant.]</p>	
<b>B.19/ B.14</b>	Dépendance à l'égard d'autres entités du Groupe	<p>Sous réserve du paragraphe suivant, le Garant n'est pas dépendant d'autres membres du Groupe BNPP.</p> <p>En avril 2004 est entrée en fonctionnement la co-entreprise « <i>BNP Paribas Partners for Innovation</i> » (BP<sup>2</sup>I) qui, constituée avec IBM France fin 2003, délivre des services d'infrastructure de production informatique pour le Garant et plusieurs de ses filiales françaises (BNP Paribas Personal Finance, BP2S, BNP Paribas Cardif...) ou européennes (Suisse, Italie). Mi-décembre 2011, le dispositif contractuel avec IBM France a été renouvelé et prorogé jusqu'à fin 2017. Fin 2012, un accord a été conclu en étendant ce dispositif à BNP Paribas Fortis en 2013.</p> <p>BP<sup>2</sup>I est placée sous le contrôle opérationnel d'IBM France ; le Garant exerce une forte influence sur cette entité qu'elle détient à parts égales avec IBM France : les personnels du Garant mis à disposition de BP<sup>2</sup>I composent la moitié de son effectif permanent, les bâtiments et centres de traitement sont la propriété du Groupe BNPP, la gouvernance mise en œuvre garantit contractuellement au une surveillance du dispositif et sa</p>	



Elément	Description de l'Elément	
		<p>réintégration au sein du Groupe BNPP si nécessaire.</p> <p>ISFS, société détenue à 100 % par le groupe IBM, assure également des services d'infrastructure de production informatique pour BNP Paribas Luxembourg.</p> <p>La production informatique de BancWest est assurée par un fournisseur externe : Fidelity Information Services. La production informatique de Cofinoga France est assurée par SDDC, société détenue à 100 % par IBM.</p>
<p><b>B.19/ B.15</b></p>	<p>Principales Activités</p>	<p>Le Garant détient des positions clés dans ses deux domaines d'activité:</p> <ul style="list-style-type: none"> <li>• <b><i>Retail Banking and Services</i></b> regroupant : <ul style="list-style-type: none"> <li>• <i>Domestic Markets</i> composé de : <ul style="list-style-type: none"> <li>• Banque de Détail en France (BDDF),</li> <li>• <i>BNL Banca Commerciale</i> (BNL bc), banque de détail en Italie,</li> <li>• Banque De Détail en Belgique (BDDB),</li> <li>• Autres activités de <i>Domestic Markets</i> y compris la Banque de Détail et des Entreprises au Luxembourg (BDEL);</li> </ul> </li> <li>• <i>International Financial Services</i>, composé de : <ul style="list-style-type: none"> <li>• Europe-Méditerranée,</li> <li>• BancWest,</li> <li>• <i>Personal Finance</i>,</li> <li>• Assurance,</li> <li>• Gestion Institutionnelle et Privée;</li> </ul> </li> </ul> </li> <li>• <b><i>Corporate and Institutional Banking (CIB)</i></b> regroupant : <ul style="list-style-type: none"> <li>• Corporate Banking,</li> <li>• Global Markets,</li> <li>• Securities Services.</li> </ul> </li> </ul>

Elément	Description de l'Elément	
<b>B.19/ B.16</b>	Actionnaires de contrôle	Aucun des actionnaires existants ne contrôle le Garant, que ce soit directement ou indirectement. Les principaux actionnaires sont la Société Fédérale de Participations et d'Investissement (" <b>SFPI</b> "), société anonyme d'intérêt public agissant pour le compte de l'Etat belge, qui détient 10,3% du capital social au 31 décembre 2014 et le Grand-Duché de Luxembourg, qui détient 1,0% du capital social au 31 décembre 2014. A la connaissance du Garant, aucun actionnaire autre que SFPI ne détient plus de 5% de son capital ou de ses droits de vote.  [A modifier si approprié.]
<b>B.19/ B.17</b>	Notations de crédit sollicitées	[Les notations à long terme du Garant sont : [A+ avec une perspective négative (Standard & Poor's Credit Market Services France SAS)], [A1 avec une perspective stable (Moody's Investors Service Ltd.)] et [A+ avec une perspective stable (Fitch France S.A.S.)] et les notations à court terme du Garant sont : [A-1 (Standard & Poor's Credit Market Services France SAS)], [P-1 (Moody's Investors Service Ltd.)] et [F1 (Fitch France S.A.S.)].]  Une notation n'est pas une recommandation d'achat, de vente ou de détention des titres concernés et peut être suspendue, réduite ou révoquée à tout moment par l'agence de notation qui l'a attribuée.

### Section C – Valeurs Mobilières W&C

Elément	Description de l'Elément	
<b>C.1</b>	Nature et catégorie des Titres W&C/ numéro d'identification (Code ISIN)	Les Titres W&C sont des [warrants (" <b>Warrants</b> ")]/[certificats (" <b>Certificats</b> ")] et sont émis en Séries. Le Numéro de Souche des Titres W&C est [●]. Le numéro de la Tranche est [●].  Le Code ISIN est : [●].  Le Code Commun est : [●].  Le Code Mnemonic est : [●].
<b>C.2</b>	Devise	La devise de cette Souche de Titres W&C est ([●]).
<b>C.5</b>	Restrictions à la libre négociabilité	Les Titres W&C seront librement négociables, sous réserve des restrictions d'offre et de vente en vigueur en [●] et conformément à la Directive Prospectus et aux lois de toute juridiction dans laquelle les Titres W&C concernés sont offerts ou vendus.
<b>C.8</b>	Droits s'attachant aux	Les Titres W&C émis dans le cadre du Programme seront soumis à des

Elément	Description de l'Elément	
	Titres W&C	<p>modalités concernant, entre autres, les questions suivantes :</p> <p><b><i>Rang de Créance des Titres W&amp;C</i></b></p> <p>Les Titres W&amp;C sont émis sur une base non assortie de sûretés et constituent des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur et viennent et viendront au même rang entre eux, et <i>pari passu</i> au moins avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi).</p> <p><b><i>Fiscalité</i></b></p> <p>Le Titulaire devra payer tous les impôts, taxes et/ou frais découlant de l'exercice et du règlement ou du remboursement des Titres W&amp;C. L'Emetteur devra déduire des montants payables aux Titulaires certains impôts, taxes et frais non antérieurement déduits des montants payés à des Titulaires, que l'Agent de Calcul déterminera comme attribuables aux Titres W&amp;C.</p> <p>Les paiements seront soumis dans tous les cas (i) aux lois et réglementations fiscales ou autres qui leur sont applicables; (ii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu d'un accord de la nature décrite à la Section 1471(b) de l'<i>U.S. Internal Revenue Code</i> de 1986 (le "<b>Code</b>"), ou qui est autrement imposé en vertu des Sections 1471 à 1474 du Code, de toutes réglementations ou conventions prises pour leur application, de toutes leurs interprétations officielles ou de toute loi prise pour appliquer une approche intergouvernementale de celles-ci, et (iii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu de la Section 871(m) du Code.</p> <p><b><i>Maintien de l'Emprunt à son Rang</i></b></p> <p>Les modalités des Titres W&amp;C ne contiendront aucune clause de maintien de l'emprunt à son rang.</p> <p><b><i>Cas de Défaut</i></b></p> <p>Les modalités des Titres W&amp;C ne prévoiront pas de cas de défaut.</p> <p><b><i>Assemblées Générales</i></b></p> <p>Les modalités des Titres W&amp;C contiendront des dispositions relatives à la convocation d'assemblées générales des titulaires de ces Titres W&amp;C, afin d'examiner des questions affectant leurs intérêts en général. Ces dispositions permettront à des majorités définies de lier tous les titulaires, y compris ceux qui n'auront pas assisté et voté à l'assemblée concernée et ceux qui auront voté d'une manière contraire à celle de la</p>

Elément	Description de l'Elément	
		<p>majorité.</p> <p><b>Loi applicable</b></p> <p>Les Titres W&amp;C, le Contrat de Service Financier, la Garantie, et tous engagements non-contractuels découlant du Contrat de Service Financier et de la Garantie sont régis par le droit anglais, qui gouvernera également leur interprétation.</p>
C.9	Remboursement	<p><b>Remboursement</b></p> <p>A moins qu'il ne soit antérieurement remboursé ou annulé, chaque Titre W&amp;C sera remboursé le [●] [au [pair]/[[●]% de son montant nominal]][dans les conditions indiquées à l'Elément C.18].</p> <p><i>[A insérer si la clause de Changement de la Formule de Paiement est applicable: Si l'Emetteur choisit discrétionnairement de modifier [la Base de remboursement/la formule de paiement] [[la Formule de Paiement [Final]] [s'il survient un Cas de Changement Automatique de la Formule de Paiement], [la Base de remboursement/la formule de paiement] [[la Formule de Paiement [Final] des Titres W&amp;C sera modifié à compter du [●] (la "Date de Changement de la Formule de Paiement") pour passer à [spécifier la nouvelle formule de paiement issue du changement].</i></p> <p><b>"Cas de Changement Automatique de la Formule de Paiement"</b> désigne [préciser].]</p> <p><i>[Dans le cas des Warrants, insérer : Les Warrants peuvent être annulés si l'exécution des obligations de l'Emetteur en vertu des Warrants est devenue illégale ou s'il est devenu impossible ou impraticable, en raison d'un cas de force majeure ou du Fait du Prince, pour l'Emetteur d'exécuter ses obligations en vertu des Warrants et/ou de tous accords de couverture connexes. [Les Warrants peuvent également être annulés pour [spécifier toutes autres clauses d'annulation anticipée applicables aux Titres W&amp;C émis] moyennant le paiement de [spécifier le montant payable en cas d'annulation et tous montants maximum et minimum payables en cas d'annulation applicables aux Titres W&amp;C émis].]</i></p> <p><i>[Dans le cas de Certificats, insérer :</i></p> <p>[Les Certificats peuvent être remboursés par anticipation [à l'option de l'Emetteur [ou]] [à l'option des Titulaires] moyennant le paiement d'un Montant de Remboursement Optionnel égal à :</p> <p><b>Formule de Paiement Final des Titres Admis à la Négociation</b></p> <p>[Les Certificats peuvent également être remboursés par anticipation pour [spécifier toute autre option de remboursement anticipé applicable aux Titres W&amp;C émis] moyennant le paiement de [spécifier le montant de</p>

Elément	Description de l'Elément	
		<p><i>remboursement anticipé et les montants maximum ou minimum de remboursement applicables aux Titres W&amp;C émis.].].</i></p> <p><b>Représentant des Titulaires</b></p> <p>Aucun représentant des Titulaires de Titres W&amp;C n'a été nommé par l'Emetteur.</p> <p>Sur les droits s'attachant aux Titres W&amp;C, veuillez également vous référer à l'Elément C.8 ci-dessus.</p>
<b>C.10</b>	Paiement des intérêts liés à un ou plusieurs instrument(s) dérivé(s)	Sans objet. Les Titres W&C ne produisent pas d'intérêts
<b>C.11</b>	Admission à la Négociation	<p>[Une demande [a été présentée][doit être présentée] par l'Emetteur (ou pour son compte) en vue de faire admettre les Titres W&amp;C à la négociation sur [Euronext Paris]/[la Bourse de Luxembourg]/[●].]</p> <p>[Les Titres W&amp;C ne sont pas destinés à être admis à la négociation sur un marché quelconque.]</p>
<b>C.15</b>	Description de l'impact de la valeur du sous-jacent sur la valeur de l'investissement	Le montant payable lors [du remboursement][du règlement] [est/sont] calculé[s] par référence au/aux Sous-Jacents de Référence. Voir les Eléments C.9 ci-dessus et C.18 ci-dessous.
<b>C.16</b>	Echéance des Titres W&C dérivés	La Date [d'Exercice/de Remboursement] des Titres W&C est le [●].
<b>C.17</b>	Procédure de Règlement	Les Titres W&C sont des titres à règlement en numéraire.
<b>C.18</b>	Produits des Titres W&C Dérivés	<p>Sur les droits s'attachant aux Titres W&amp;C, voir l'Elément C.8 ci-dessus.</p> <p><i>[Si les Titres W&amp;C sont des Certificats, insérer : <b>Remboursement Final</b></i></p> <p>A moins qu'il n'ait été préalablement remboursé ou racheté et annulé, chaque Titre W&amp;C habilite son titulaire à recevoir de l'Emetteur à la Date de Remboursement, un Montant de Règlement en Numéraire égal à :]</p> <p><i>[Si les Titres W&amp;C sont des Warrants, insérer : <b>Règlement</b></i></p> <p>Chaque Titre W&amp;C habilite son titulaire, lors de l'exercice en bonne et due forme, à recevoir de l'Emetteur à la Date de Règlement, un Montant de Règlement en Numéraire égal à :]</p> <p><b>Formules de Paiement Final</b></p>

Elément	Description de l'Elément	
		<p>[Formule de Paiement Final des Titres Admis à la Négociation]</p> <p>[Formule de Paiement Final des Certificats Courts]</p> <p>[Formule de Paiement Final des Certificats Hors Performance]</p> <p>[Formule de Paiement Final des Certificats Turbo]</p> <p>[Formule de Paiement Final des Certificats Courts Turbo]</p> <p>[Formule de Paiement Final des Titres Admis à la Négociation sur Sous-Jacent Unique]</p> <p><i>Formules de Paiement en cas de Remboursement Anticipé Automatique</i></p> <p>[Formule de Paiement en cas de Remboursement Anticipé Automatique des Certificats Courts]</p> <p>[Formules de Paiement en cas de Remboursement Anticipé Automatique des Certificats Hors Performance]</p> <p>[Formule de Paiement en cas de Remboursement Anticipé Automatique des Certificats Turbo]</p> <p>[Formule de Paiement en cas de Remboursement Anticipé Automatique des Certificats Courts Turbo]</p>
C.19	Prix de référence final du Sous-Jacent	[Sans objet, il n'existe aucun prix de référence final du Sous-Jacent.] [Le prix de référence final du Sous-Jacent sera déterminé selon le mécanisme d'évaluation indiqué dans [l'Elément C.9] [et] [l'Elément C.18] ci-dessus.]
C.20	Sous-Jacent de Référence	<p>[Préciser]</p> <p>Des informations relatives au Sous-Jacent de Référence peuvent être obtenues auprès de [●].</p>

#### Section D – Risques

Elément	Description de l'Elément	
D.2	Principaux risques propres à l'Emetteur [et au Garant]	<p>[A insérer si BNPP est l'Emetteur ou le Garant:</p> <p>[Il existe certains facteurs pouvant affecter la capacité de l'Emetteur à remplir ses engagements en vertu des Titres W&amp;C émis dans le cadre du Programme [et celle de BNPP à remplir ses engagements en vertu de la Garantie].</p> <p>Onze principaux risques sont inhérents aux activités de BNPP :</p>

Elément	Description de l'Elément	
		<p>a) Risque de Crédit ;</p> <p>b) Risque de Contrepartie ;</p> <p>c) Titrisation ;</p> <p>d) Risque de Marché ;</p> <p>e) Risque Opérationnel ;</p> <p>f) Risque de Non Conformité et de Réputation ;</p> <p>g) Risque de Concentration ;</p> <p>h) Risque de Taux du Portefeuille Bancaire;</p> <p>i) Risque de Stratégique et Risque lié à l'Activité;</p> <p>j) Risque de Liquidité; et</p> <p>k) Risque de Souscription d'Assurance.</p> <p>Des conditions macro-économiques et de marché difficiles ont eu et pourraient continuer à avoir un effet défavorable significatif sur les conditions dans lesquelles évoluent les établissements financiers et en conséquence sur la situation financière, les résultats et le coût du risque de BNPP.</p> <p>L'accès de BNPP au financement et les coûts de ce financement pourraient être affectés de manière défavorable en cas de résurgence de la crise de la dette souveraine, de détérioration des conditions économiques, de dégradation de notation, d'accroissement des <i>spreads</i> de crédit des États ou d'autres facteurs.</p> <p>Toute variation significative des taux d'intérêt est susceptible de peser sur les revenus ou la rentabilité de BNPP.</p> <p>La solidité financière et le comportement des autres institutions financières et acteurs du marché pourraient avoir un effet défavorable sur BNPP.</p> <p>Les fluctuations de marché et la volatilité exposent BNPP au risque de pertes substantielles dans le cadre de ses activités de marchés et d'investissements.</p> <p>Les revenus tirés par BNPP des activités de courtage et des activités générant des commissions sont potentiellement vulnérables à une baisse des marchés.</p> <p>Une baisse prolongée des marchés peut réduire la liquidité et rendre plus difficile la cession d'actifs. Une telle situation pourrait engendrer</p>

Elément	Description de l'Elément	
		<p>des pertes significatives.</p> <p>Des mesures législatives et réglementaires prises en réponse à la crise financière mondiale pourraient affecter de manière substantielle BNPP ainsi que l'environnement financier et économique dans lequel elle opère.</p> <p>BNPP est soumis à une réglementation importante et fluctuante dans les juridictions où il exerce ses activités.</p> <p>En cas de non-conformité avec les lois et règlements applicables, BNPP peut être exposé à des amendes significatives et d'autres sanctions administratives et pénales.</p> <p>Il y a des risques liés à la mise en œuvre du Plan Stratégique de BNPP.</p> <p>BNPP pourrait connaître des difficultés relatives à l'intégration des sociétés acquises et pourrait ne pas réaliser les bénéfices attendus de ses acquisitions.</p> <p>Une intensification de la concurrence, par des acteurs bancaires et non bancaires, pourrait peser sur ses revenus et sa rentabilité.</p> <p>Toute augmentation substantielle des provisions ou tout engagement insuffisamment provisionné peut peser sur les résultats et sur la situation financière de BNPP.</p> <p>Malgré les politiques, procédures et méthodes de gestion du risque mises en œuvre, BNPP peut être exposé à des risques non identifiés ou imprévus, susceptibles d'occasionner des pertes significatives.</p> <p>Les stratégies de couverture mises en place par BNPP n'écartent pas tout risque de perte.</p> <p>Tout préjudice porté à la réputation de BNPP pourrait nuire à sa compétitivité.</p> <p>Toute interruption ou défaillance des systèmes informatiques de BNPP peut provoquer des pertes significatives d'informations relatives aux clients, nuire à la réputation de BNPP et provoquer des pertes financières.</p> <p>Des événements externes imprévus peuvent provoquer une interruption des activités de BNPP et entraîner des pertes substantielles ainsi que des coûts supplémentaires.]</p> <p><i>[Insérer si BNPP B.V. est l'Emetteur :</i></p> <p>Les facteurs de risque suivants sont relatifs à BNPP B.V. : BNPP B.V. est une société opérationnelle. La seule activité de BNPP B.V. consiste à</p>



Elément	Description de l'Elément	
		<p>lever des capitaux et à emprunter des fonds via l'émission de titres, tels que des Warrants, Certificats ou autres obligations. BNPP B.V. n'a pas, et n'aura pas, d'autres actifs que les contrats de couverture (contrats OTC mentionnés dans les Rapports Annuels), les espèces et les commissions qui lui sont payées, ou tout autre actif qu'elle aurait acquis, en toute hypothèse en rapport avec l'émission de titres ou la conclusion de toute autre obligation y afférente à un moment donné. BNPP B.V. dispose d'un capital réduit et d'une base de profit limitée. Les produits nets résultant de chaque émission de Titres W&amp;C émis par l'Emetteur feront partie intégrante des fonds généraux de l'Emetteur. BNPP B.V. utilise ces produits en vue de couvrir son risque de marché en contractant des instruments de couverture auprès de BNP Paribas et des entités de BNP Paribas. La capacité de BNPP B.V. à remplir ses obligations relatives aux Titres W&amp;C émis par elle dépendra des paiements qu'elle aura perçus au titre des contrats de couverture. Par conséquent, les Titulaires de Titres W&amp;C seront, sous réserve des dispositions de la Garantie, exposés à la capacité des de BNP Paribas et d'entités de BNP Paribas à exécuter leurs obligations en vertu de ces contrats de couverture.]</p>
D.3	Principaux risques propres aux Titres W&C	<p>[[Certains facteurs importants permettent d'évaluer les risques de marché liés aux Titres W&amp;C émis dans le cadre du Programme, y compris le fait que [les Titres W&amp;C sont les obligations non assorties de sûretés,] [les Titres W&amp;C incluant un effet de levier impliquent un niveau de risque plus élevé et, en cas de pertes sur ces Titres W&amp;C, ces pertes peuvent être supérieurs à ceux d'un titre similaire qui n'inclut aucun effet de levier,] [le cours de négociation des Titres W&amp;C est affecté par plusieurs facteurs, y compris, mais sans caractère limitatif, (concernant les Titres W&amp;C liés à un Sous-Jacent de Référence) le cours du ou de(s) Sous-Jacent(s) de Référence, la durée restant à courir jusqu'à l'expiration ou jusqu'au remboursement et la volatilité, et ces facteurs signifient que le cours de négociation des Titres W&amp;C peut être inférieur au Montant de Remboursement Final, au Montant de Règlement en Numéraire,] [dans de nombreux cas, l'exposition au Sous-Jacent de Référence découlera du fait que l'Emetteur concerné conclut des accords de couverture et, en ce qui concerne les Titres W&amp;C indexés sur un Sous-Jacent de Référence, les investisseurs potentiels sont exposés à la performance de ces accords de couverture et aux événements pouvant affecter ces accords, et, par conséquent, la survenance de l'un ou l'autre de ces événements peut affecter la valeur des Titres W&amp;C,] [les Titres W&amp;C peuvent être soumis à un montant de négociation minimum ; en conséquence, si un Titulaire détient, à la suite du transfert de Titres W&amp;C quelconques, un montant de Titres W&amp;C inférieur au montant de négociation minimum ainsi spécifié, ce Titulaire ne sera pas autorisé à transférer ses Titres W&amp;C restants avant l'expiration ou le remboursement, selon le cas, sans acheter préalablement un nombre de Titres W&amp;C additionnels suffisant pour détenir le montant de négociation minimum,] [des limitations à</p>

Elément	Description de l'Elément	
		<p>l'exercice de Warrants peuvent signifier qu'un Titulaire n'est pas en mesure d'exercer tous les Warrants qu'il désire exercer à une date particulière si l'Emetteur a l'option de limiter le nombre de Warrants exerçables à une date quelconque, ou qu'il peut être tenu de vendre ou d'acheter des Warrants (en encourant des frais d'opération dans chaque cas) afin de réaliser son investissement, si un nombre minimum de Warrants doit être exercé,] [dans le cas de Warrants, des variations du Montant de Règlement en Numéraire pendant l'intervalle entre le moment où un Titulaire donne des instructions d'exercice et le moment où le Montant de Règlement en Numéraire est déterminé pourraient entraîner une baisse du Montant de Règlement en Numéraire,] [si les Conditions Définitives en disposent ainsi, l'Emetteur concerné peut discrétionnairement choisir de modifier le règlement des Titres W&amp;C,] [la survenance d'un cas de perturbation additionnel ou d'un cas de perturbation additionnel optionnel peut conduire à un ajustement des Titres W&amp;C, à une annulation (dans le cas de Warrants) ou à un remboursement anticipé (dans le cas de Certificats) ou peut avoir pour conséquence que le montant payable à la date de remboursement prévue soit différent de celui qui devrait être payé à ladite date de remboursement prévue, de telle sorte que la survenance d'un cas de perturbation additionnel et/ou d'un cas de perturbation additionnel optionnel peut avoir un effet défavorable sur la valeur ou la liquidité des Titres W&amp;C,] [des frais et impôts peuvent être payables sur les Titres W&amp;C,] [les Titres W&amp;C peuvent être annulés (dans le cas de Warrants) ou remboursés (dans le cas de Certificats) en cas d'illégalité ou autre impossibilité pratique, et cette annulation ou ce remboursement peut avoir pour conséquence qu'un investisseur ne réalise aucun retour sur son investissement dans les Titres W&amp;C,] [les clauses relatives aux assemblées générales des Titulaires permettent à des majorités définies de lier tous les Titulaires,] [toute décision judiciaire, tout changement de la pratique administrative ou tout changement de la loi anglaise, selon le cas, intervenant après la date du Prospectus de Base, pourrait avoir un impact défavorable significatif sur la valeur des Titres W&amp;C ainsi affectés,] [une réduction de la notation (éventuelle) accordée aux titres d'emprunt en circulation de l'Emetteur ou du Garant (s'il y a lieu) par une agence de notation de crédit pourrait entraîner une réduction de la valeur de négociation des Titres W&amp;C,] [certains conflits d'intérêts peuvent surgir (voir Elément E.4 ci-dessous),] [le seul moyen permettant à un Titulaire de réaliser la valeur d'un Titre W&amp;C avant sa Date d'Exercice ou sa Date de Remboursement, selon le cas, consiste à le vendre à son cours de marché au moment considéré sur un marché secondaire disponible, et il peut n'y avoir aucun marché secondaire pour les Titres W&amp;C (ce qui pourrait signifier qu'un investisseur doit attendre jusqu'à l'exercice ou jusqu'au remboursement des Titres W&amp;C pour réaliser une valeur supérieure à sa valeur de négociation),] [un marché secondaire actif ne peut jamais être établi ou peut être non liquide, ce qui peut nuire à la valeur à laquelle un investisseur pourrait vendre ses Titres</p>

Elément	Description de l'Elément	
		<p>W&amp;C (les investisseurs pourraient subir une perte partielle ou totale du montant de leur investissement) [BNP Paribas Arbitrage S.N.C. est tenue d'agir en tant que teneur de marché pour des Titres W&amp;C. BNP Paribas Arbitrage S.N.C. s'efforcera de maintenir un marché secondaire pendant toute la durée de vie des Titres W&amp;C, sous réserve des conditions normales de marché et soumettra les cours acheteur et les cours vendeur au marché. L'écart (<i>spread</i>) entre le cours acheteur et le cours vendeur peut évoluer durant la durée de vie des Titres W&amp;C. Cependant, durant certaines périodes il peut être difficile, irréalizable ou impossible pour BNP Paribas Arbitrage S.N.C. de coter des prix "bid" et "offer" et en conséquence il peut être difficile, irréalizable ou impossible d'acheter ou de vendre ces Titres W&amp;C durant ces périodes. Cela peut être dû, par exemple, à des conditions défavorables sur le marché, à des prix volatiles ou à des fluctuations importantes du prix, à la fermeture ou à des restrictions sur une place financière importante ou à des problèmes techniques, tels que la défaillance ou le dysfonctionnement d'un système informatique ou celui d'un réseau internet.]</p> <p>En outre, il existe des risques spécifiques liés aux Titres W&amp;C qui sont indexés sur un Sous-Jacent de Référence (y compris des Titres Hybrides), et un investissement dans ces Titres W&amp;C entraînera des risques significatifs que ne comporte pas un investissement dans un titre de créance conventionnel. Les facteurs de risque liés aux Titres W&amp;C indexés sur un Sous-Jacent de Référence incluent : [A insérer dans le cas de Titres Indexés sur Indice : l'exposition à un ou plusieurs indices, un cas d'ajustement et de perturbation du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres W&amp;C] [A insérer dans le cas de Titres Indexés sur Action : l'exposition à une ou plusieurs actions, des risques de marché similaires à ceux liés à un investissement direct dans un titre de capital, <i>global depositary receipt</i> ("GDR") ou <i>American depositary receipt</i> ("ADR"), des cas d'ajustement potentiels ou des événements exceptionnels affectant les actions, un dérèglement du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres W&amp;C] [A insérer dans le cas de Titres Indexés sur ETI : l'exposition à une ou plusieurs parts dans un fonds indicial coté en bourse, un titre coté en bourse, une matière première / marchandise cotée en bourse ou tout autre produit coté en bourse (chacun, un "<b>instrument coté en bourse</b>" (« ETI »)), des risques similaires à ceux d'un investissement direct dans un instrument coté en bourse, le fait que le montant payable sur des Titres Indexés sur ETI peut être inférieur et, dans certaines circonstances, significativement inférieur au rendement d'un investissement direct dans le ou les ETI concerné(s), des cas d'ajustement potentiel ou des événements exceptionnels affectant les instruments cotés en bourse, un cas de dérèglement du marché ou le défaut d'ouverture d'une bourse peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres W&amp;C] [ainsi que le fait que l'Emetteur ne</p>

Elément	Description de l'Elément	
		<p>fournira pas d'informations post-émission sur le Sous-Jacent de Référence].</p> <p>[Il existe en outre des risques spécifiques liés à des Titres W&amp;C indexés sur un Sous-Jacent de Référence provenant d'un marché émergent ou en développement (y compris, sans caractère limitatif, les risques liés à l'incertitude politique et économique, des politiques gouvernementales défavorables, des restrictions en matière d'investissement étranger et de convertibilité monétaire, des fluctuations des taux de change, le risque lié à des niveaux d'information et de réglementation plus faibles, des incertitudes à propos du statut, de l'interprétation et de l'application des lois, des frais de garde accrus, des difficultés administratives et une plus forte probabilité de survenance d'un cas de perturbation ou d'ajustement). Les Titres W&amp;C négociés sur des marchés émergents ou en développement tendent à être moins liquides et leurs cours plus volatiles.]</p> <p>[Dans certaines circonstances, les Titulaires peuvent perdre la valeur intégrale de leur investissement.] [Résumer tous risques supplémentaires visés dans la section Facteurs de Risque du Prospectus de Base entraînés par une émission spécifique de Titres W&amp;C.]</p>
<b>D.6</b>	Avertissement sur les risques	<p>[Voir l'Elément D.3 ci-dessus]</p> <p>En cas d'insolvabilité de l'Emetteur ou du Garant ou si soit l'Emetteur soit le Garant est autrement incapable de rembourser les Titres W&amp;C ou n'est pas disposé à les rembourser à leur échéance, un investisseur peut perdre tout ou partie de son investissement dans les Titres W&amp;C. De plus, en cas de Titres W&amp;C indexés sur un Sous-Jacent de Référence les investisseurs peuvent perdre tout ou partie de leur investissement dans les Titres W&amp;C en conséquence de l'application des modalités de ces Titres W&amp;C.</p>

#### Section E - Offre

Elément	Description de l'Elément	
<b>E.2b</b>	Raisons de l'offre et utilisation du produit de celle-ci	<p>[Les produits nets de l'émission des Titres W&amp;C seront affectés aux besoins généraux de financement de l'Emetteur. Ces produits pourront être utilisés pour maintenir des positions sur des contrats d'options ou des contrats à terme ou d'autres instruments de couverture].</p> <p>[indiquer une autre raison]</p>
<b>E.3</b>	Modalités et conditions de l'offre	<p>[Cette émission de Titres W&amp;C est offerte dans le cadre d'une Offre Non-exemptée en [préciser le ou les pays particuliers]. [Sans objet – les Titres W&amp;C n'ont pas été offerts au public sous forme d'un Offre Non-exemptée.]</p> <p>Le prix d'émission des Titres W&amp;C est fixé à [●]% de leur montant nominal.</p>

<b>E.4</b>	Intérêt de personnes physiques et morales pouvant influencer sur l'émission/l'offre	<p>[Les Agents Placeurs percevront des commissions cumulées égales à [●] % du [montant nominal] [prix d'émission] des Titres W&amp;C.] [Tout Agent Placeur et ses affiliés peuvent aussi avoir été impliqué, et pourrait dans le futur être impliqué, dans des transactions de banque d'investissement ou commerciale avec, ou lui fournir d'autres services à, l'Emetteur [et son Garant] et [ses/leurs] affiliés dans le cours normal de leurs activités.]</p> <p>[Exception faite de ce qui est mentionné ci-dessus, [et exception faite de [spécifier tout autre intérêt important],] aucune personne intervenant dans l'émission des Titres W&amp;C ne détient, à la connaissance de l'Emetteur, un intérêt pouvant influencer sensiblement sur l'offre, y compris des intérêts conflictuels.]]</p>
<b>E.7</b>	Dépenses facturées à l'investisseur par l'Emetteur	[Il n'existe pas de dépenses facturées à l'investisseur par l'Emetteur].

## RESPONSIBILITY STATEMENT

I hereby certify on behalf of BNPP B.V. and BNPP, having taken all reasonable care to ensure that such is the case that, to the best of my knowledge, the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

The consolidated financial statements as of and for the year ended 31 December 2013 of BNPP were audited by statutory auditors who issued an audit report which is incorporated by reference in this Base Prospectus. This report contains an emphasis of matter paragraph (paragraphe d'observations) referring, inter alia, to note 3.g to the consolidated financial statements regarding the provision related to US dollar payments involving parties subject to US sanctions.

The consolidated financial statements as of and for the year ended 31 December 2014 of BNPP were audited by statutory auditors who issued an audit report which is incorporated by reference in this Base Prospectus. This report contains an emphasis of matter paragraph (paragraphe d'observations) referring to note 3.g to the consolidated financial statements which outlines the costs related to the comprehensive settlement with US authorities.

**BNP Paribas**  
16 boulevard des Italiens  
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Lars Machenil

In his capacity as Chief Financial Officer Dated 1 July 2015

In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the General Regulations (*Règlement général*) of the French *Autorité des marchés financiers* ("**AMF**"), in particular Articles 211-1 to 216-1, the AMF has granted to this Base Prospectus the visa n°15-328 on 1 July 2015. This Base Prospectus has been prepared by BNPP B.V. and BNPP and its signatories assume responsibility for it on behalf of BNPP B.V. and BNPP. This document may only be used for the purposes of a financial transaction if completed by Final Terms. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the visa has been granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information in it is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it. This visa has been granted subject to the publication of Final Terms in accordance with Article 212-32 of the AMF's General Regulations, setting out the terms of the securities being issued.

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